



<b>Board Agenda Item #</b>	III F
<b>Date:</b>	October 12, 2017
<b>To:</b>	Magnolia Board of Directors
<b>From:</b>	Caprice Young, Ed. D. CEO and Superintendent
<b>Staff Lead:</b>	Erdinc Acar, M. Ed., Regional Director
<b>RE:</b>	Approval of Scope of Changes in MSA SA Gym Project

**Proposed Board Recommendation:** I move that the board accept the scope changes in MSA-SA Gym and Cafeteria project as outlined in Architect’s work authorization and authorize the MPS CEO to negotiate and approve the Architect’s work proposal for design changes.

**Background:** MSA-SA PHASE II construction project includes construction of a gymnasium building, connecting utilities and portion of site work including shaded cafeteria area with lunch tables, benches and 2 shade structures and playground area and equipment. School site team and construction manager identified several improvements and cancellations to increase functionality and compliance in the scope while providing estimated savings. The improvements and cancellations are estimated to provide a saving of \$364,642 that can be allocated for floor upgrade, furniture, fixture and equipment. The proposed changes require architect to redesign the plans for bidding and construction purposes. Details can be seen in the attachments.

**Budget Implications :** Board approved budget has enough contingency for architect’s contingency allowance to cover this cost. Gym construction budget is privately funded through bond issuance involving MSA-SA, MSA-1 and MSA-SD projects.

- Increase in architect fees- \$10,063
- Anticipated Saving from Total Hard Cost \$364,642

**Review by Legal Counsel:** Hal Block, Oct 9, 2017

**How Does This Action Relate/Affect/Benefit All MSAs? :** Capital investment will have positive effects on the organization as a whole.

**Name of Staff Originator:** Erdinc Acar, M. Ed., Regional Director

**Exhibits (attachments):**

- MSA-SA Gym Scope Change Analysis (Background, scope, status, timeline, budget)
- Work Authorization proposal by Berliner Architect
- Proposed Value Engineering Estimate by GAFCON Construction Management Services
- Berliner Architect Re-bid agreement for Phase I
- GAFCON Construction Management Services Agreement
- GAFCON Construction Management Services response to RFP



**MAGNOLIA PUBLIC SCHOOLS  
MAGNOLIA SCIENCE ACADEMY-SANTA ANA  
GYM, CAFETERIA AND PLAY AREA CONSTRUCTION UPDATE**

**SCOPE CHANGE ANALYSIS**

Monday, October 9, 2017  
Erdinc Acar, Regional Director

## A- PROJECT SUMMARY

### BACKGROUND

Since 2010 MPS has been working a long term signature school facility for the Santa Ana school. As part of Charter School Facilities Program **Proposition 1D program** - a government program whereby the State of California sells bonds that are used to fund school construction for charter schools, MPS was awarded bonds totaling \$17.4 million. The state's half of the money comes to MPS as an outright grant and half of the money needs to be paid back over 30 years at an extremely low interest rate of %3. General Information on the State of California's Charter School Facilities Proposition 1D Program can be found at

<http://www.dgs.ca.gov/opsc/Programs/charterschoolfacilitiesprogram.aspx>

**Phase I** Construction (instructional building and grounds) managed by **NEFF Construction, Inc.**, as the official construction management firm for the project. **RC Construction Services** served as the General Contractor for Phase 1 construction. **Berliner Architect** designed the original plans including Phase 1 and II scopes.

With Prop 1D funding, MSA-SA built designed and built a two story facility totaling 48,353 square feet with 33 classrooms on a lot of 2.68 Acres at 2840 W 1st Street in the City of Santa Ana in Orange County. Original site plans also included a-6,509 square feet gym with cafeteria, shade structures and a playground. Because Prop1D funds were not enough to cover these Phase II projects, they were scheduled to be completed later paid for by private financing.

### CURRENT SCOPE

**Phase II** (current) construction scope includes construction of the **gymnasium building**, connecting utilities for the pull boxes already existing at the site as shown in the drawings and portion of site work including shaded cafeteria area with lunch tables, benches and two shade structures and playground area and equipment as shown in drawings/specifications. The gymnasium building is a 6,509 sqft, Type VA (Protected Wood Frame), fully sprinklered building with automatic fire alarm system. It is a CMU (Concrete Masonry Unit) building with steel and metal deck roof structure and metal stud framing.

Phase II construction is funded through 2017A Series private bond financing. construction project soft and hard costs are budgeted as \$3,859,379.70. Please see **Section H for the board approved and most recently updated budget.**

The drawings and specifications including the general conditions are already approved by **California Division of State Architect (DSA)** -providing design and construction oversight for K-12 schools, community colleges, and various other state-owned and leased facilities. Portion of the DSA approved buildings and site is already built. The area built is already updated with DSA by the Inspection of Records (IOR) and the A-E consultants and has no deviations. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

## **CURRENT PROJECT STATUS**

The project is currently open with the California Division of Architect (Application Number 04-112861 and File Number 30-25.) The project needs to **resume construction by Oct 31, 2017** in order not to lose the status with DSA.

**On April 11, 2017, Berliner Architects** were awarded the re-bid to resume architecture services per the schedule and scope as suggested and planned by NEFF, Phase I Construction Management Services (Contract Attached.)

**On August 8, 2017**, Magnolia Educational and Research Foundation selected **GAFCON Construction Management (CM)** firm to carry out the construction management services for the second phase of the project (contract attached.) The scope of GAFCON work includes general tasks such as working with Magnolia Public Schools staff, architects, consultants, general contractors, sub-contractors and all other required agencies, tasks during the bid/award construction management phase, construction management phase and contract close-out phase. **Mike Langel, Senior Construction Manager, GAFCON** is the assigned project manager. Mike has been a design and construction project manager for the past 27 years and has a broad-base of project management experience in educational facilities and public work projects. He has also delivered several successful gymnasium projects. Weekly construction meetings have been held at MSA-SA between Magnolia staff, Architect and CM

Currently, MPS is requesting proposals from General Contractors (GC) and DSA Inspector of Record Services (IOR) and Special Testing and Inspection.

- General Contractor contract evaluation is scheduled on October 24, 2017.
- IOR proposals are due 5:00 p.m. October 11, 2017 and review is yet to be scheduled.
- Both contracts will be approved by legal counsel prior to presentation to the Ad Hoc committee.

**Please see the Project Schedule below**



# B- PROJECT SCHEDULE (AS OF OCT 6, 2017)

Magnolia Public Schools  
**Magnolia Science Academy - Gymnasium Project**  
 Project Schedule

ID	Task Name	BIC	% Complete	Duration	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	<b>MSP GYMNASIUM PROJECT</b>		<b>31%</b>	<b>254 days</b>	<b>Tue 9/12/17</b>	<b>Fri 8/31/18</b>														
2	<b>BID AWARD PHASE</b>		<b>76%</b>	<b>36 days</b>	<b>Tue 9/12/17</b>	<b>Tue 10/31/17</b>														
3	Project Kick Off Meeting #01	Team	100%	0 days	Tue 9/12/17	Tue 9/12/17														
4	Out Reach to General Contractors	Gafcon	100%	7 days	Thu 9/14/17	Fri 9/22/17														
5	Advertisement for Bids	Gafcon	100%	10 days	Mon 9/18/17	Fri 9/29/17														
6	Prepare Pre-Construction Cost Estimate	Gafcon	100%	8 days	Mon 9/18/17	Wed 9/27/17														
7	Complete Contract Documents	Berliner	100%	11 days	Wed 9/13/17	Wed 9/27/17														
8	Printing of Bid Documents	Gafcon	100%	2 days	Thu 9/28/17	Fri 9/29/17														
9	Distribute Bid Documents to Contractors	Gafcon	50%	6 days	Mon 10/2/17	Mon 10/9/17														
10	Mandatory Pre-Bid Site Walk	Gafcon	0%	0 days	Tue 10/10/17	Tue 10/10/17														
11	Prepare and Issue Addendum	Berliner	0%	3 days	Wed 10/11/17	Fri 10/13/17														
12	<b>Bid Opening</b>	Team	0%	0 days	Mon 10/23/17	Mon 10/23/17														
13	Bid Evaluation	Gafcon	0%	1 day	Tue 10/24/17	Tue 10/24/17														
14	Prepare GC Contract Agreement	Owner	0%	2 days	Wed 10/25/17	Thu 10/26/17														
15	Board Meeting to Award Project	Owner	0%	1 day	Thu 10/26/17	Thu 10/26/17														
16	NTP Issued to General Contractor	Gafcon	0%	1 day	Fri 10/27/17	Fri 10/27/17														
17	IOR to Submit Forms to DSA	IOR	0%	2 days	Mon 10/30/17	Tue 10/31/17														
18																				
19	<b>CONSTRUCTION PHASE</b>		<b>0%</b>	<b>195 days</b>	<b>Wed 11/1/17</b>	<b>Tue 7/31/18</b>														
20	GC Starts Site Mobilization	GC	0%	5 days	Mon 10/30/17	Fri 11/3/17														
21	GC Submits Bond & Insurance	GC	0%	3 days	Wed 11/1/17	Fri 11/3/17														
22	Construction Kick Off Meeting	Gafcon	0%	1 day	Tue 11/7/17	Tue 11/7/17														
23	Shop Drawing Submittal Process	GC	0%	13 days	Wed 11/1/17	Fri 11/17/17														
24	Develop Project Punchlist	Berliner	0%	1 day	Mon 7/2/18	Mon 7/2/18														
25	Contractor Complete Punchlist	GC	0%	14 days	Tue 7/3/18	Fri 7/20/18														
26	IT Set Up	Owner	0%	10 days	Mon 7/16/18	Fri 7/27/18														
27	Facilities Training	GC	0%	2 days	Mon 7/30/18	Tue 7/31/18														
28																				
29	<b>Occupancy &amp; Project Closeout</b>		<b>0%</b>	<b>23 days</b>	<b>Wed 8/1/18</b>	<b>Fri 8/31/18</b>														
30	Ower Move In & Set Up		0%	8 days	Wed 8/1/18	Fri 8/10/18														
31	Project Close Out		0%	23 days	Wed 8/1/18	Fri 8/31/18														

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Bracketed bar
- Project Summary: Thick blue bar
- Inactive Task: Dashed blue bar
- Inactive Milestone: Diamond symbol
- Inactive Summary: Bracketed bar
- Manual Task: Thin blue bar
- Duration-only: Thin blue bar
- Manual Summary Rollup: Thin blue bar
- Manual Summary: Thin blue bar
- Start-only: Thin blue bar
- Finish-only: Thin blue bar
- External Tasks: Thin blue bar
- External Milestone: Diamond symbol
- Deadline: Green arrow
- Progress: Thin blue bar
- Manual Progress: Thin blue bar

Project: MSP Gymnasium Project  
 Date: Fri 10/6/17

## C- CHANGES RECOMMENDED

**1- Remove the two shade structures (retractable tents). Replace with removable tent to cover the entire lunch areas.**  
*Remove proposed shade structures from sheet A0.21, CB-C1.11, CB1.12*

**2- Remove all trees (6) in the cafeteria areas from the plan. Have a uniform flooring in the openings**  
*Remove (6) Cafeteria trees from planting sheet L2.11. Need to review with Landscaping consultant on code/zoning implication or if they have to be shown somewhere else in order to meet tree counts in the property.*  
*Revise Irrigation plan L1.11*  
*Revise site plan A0.21 (remove trees/ dining area to be covered by concrete paving)*

**3- Results from the removal of trees.**  
*Replacement trees?? Landscaping consultant to confirm Landscaping confirmed no additional or replacement trees are required.*

### **4- Cafeteria tables**

*Remove cafeteria tables and benches scope from A0.21 and specifications. NIC owner provided – GC TO PROVIDE THE TABLES NIC Owner Provided – No drawings of new layout required.*  
*Provide 30 regular and 4 ADA cafeteria tables instead of 43 cafeteria tables at site plan A0.21 NIC Owner Provided – No drawings of new layout required.*  
*Provide ADA cafeteria tables and provide enlarged plans showing required clearances*  
**# OF ADA TABLES NEED TO BE CONFIRMED**

### **5- Convert the “landscaped turf area” north of the playground structure to all concrete top**

*Landscaping and Civil consultants to confirm code and zoning compliance. Landscape and civil confirmed that these changes do not change the overall design and still meets code compliance.*  
*Sheet A0.21 remove landscape turf and provide concrete top*  
*Revise Irrigation Plan L1.11*  
*Revise planting plan L2.11*  
*Reference/revise appropriate detail @ 7/L2.51*

### **6- Floor OPTION**

*Multi sport Athletic Surface – Rubber synthetic floor is asked as alternate*

*Replace from VCT to above rubber floor*  
*Transition to be considered.*  
*Provide striping detail*  
*Redesign appropriate details*  
*Need to review the transition from rubber flooring to VCT since the rubber flooring is thicker. VCT thickness is 1/8" gauge (3.2mm) and Rubber floor thickness is 5mm / 1/5" minimum. This rubber flooring is available in 5, 6, 8, 10, 12 and 14 mm. Owner should confirm the thickness. Owner to approve thickness. - min 12 mm THIS IS NOT a CIF size*  
*basketball*

### **7- AIR CURTAIN –**

*CM recommends to include electronically controlled air curtain in front of the server to be compliant with OC Health department.*

## D- REASONS FOR CHANGES

- a. Including all desired changes in the architect's plans and bidding documents will save us substantially as opposed the dealing with them during the construction phase. We need savings as the budget is very tight for the scope and the budget does not include desired gym floor finishing, furniture, fixture and equipment allowances.

Specifically;

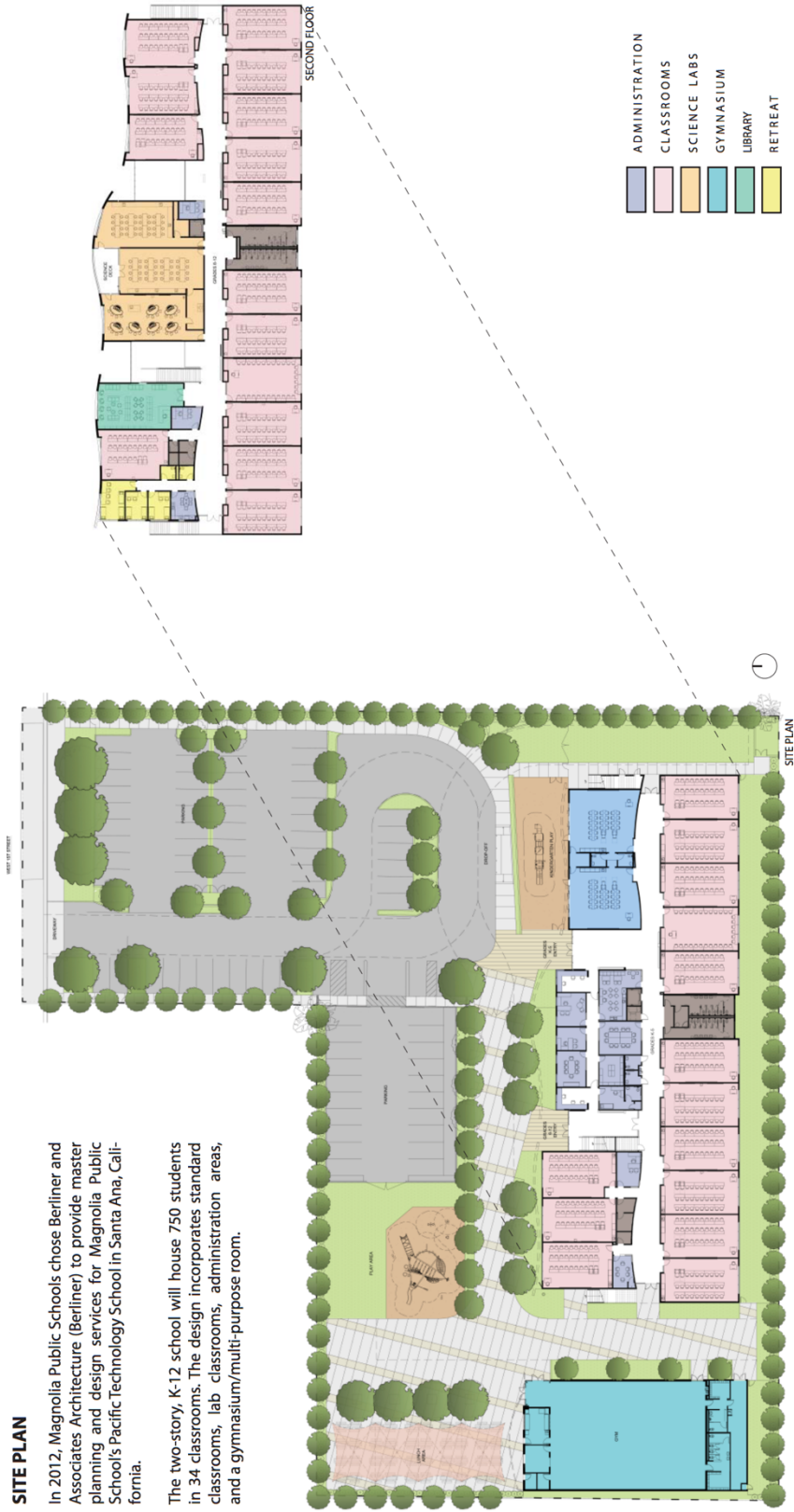
- b. The two shade structures in the current plan provides limited sun block for a small amount of tables. The trees will take several years to grow to provide shade. The area is designed only for eating. It cannot be used for other functions because the cafeteria tables will be fixed to the ground and the odd shapes of the shade structure will limit putting additional shade structures.
- c. Currently, the school suffers from open area for multiple school functions such as PE, playgrounds and meetings. We can convert the cafeteria area for multi purpose area.
- d. Removing fixed cafeteria tables and purchasing directly from vendors is also cost saving in terms of GC overhead.
- e. The landscaped are north of the playground structure is left as Turfed Landscaped area. Converting this to concrete top will open additional PE and playground area for the students and teachers.
- f. Current plans show the gym floor as VCT. This floor is useless for indoor gym purposes. We would rather have polished concrete than VCT. VCT requires more maintenance. Our and CM's recommendation is to bid floor with an alternate as synthetic rubber floor as one here;
  - 1. <http://www.robbsfloor.com/2012/04/pulastic-classic-110/>
  - 2. <http://cdn.sqhk.co/connor/e2LsheU/ControlXT1.pdf>
  - 3. <http://www.dynamicsportsconstruction.com/products/dynacourt/>
- g. CM recommends to include electronically controlled air curtain in front of the servery to be compliant with OC Health department.

PACIFIC TECHNOLOGY SCHOOL - SANTA ANA

**SITE PLAN**

In 2012, Magnolia Public Schools chose Berliner and Associates Architecture (Berliner) to provide master planning and design services for Magnolia Public School's Pacific Technology School in Santa Ana, California.

The two-story, K-12 school will house 750 students in 34 classrooms. The design incorporates standard classrooms, lab classrooms, administration areas, and a gymnasium/multi-purpose room.







## G- BUDGET IMPACT OF PROPOSED CHANGES

### a. ADDITIONAL DESIGN COST

Please see **Berliner Architects' Proposal** in the attachment. Architect is proposing for **\$10,063** for design cost. Break down is as below;

Berliner Architects - \$5,915  
 Ahbe – Landscape Architects - \$1,200  
 Brandow & Johnston – Civil - \$1,000  
 Design West MEP (Air Curtain) - \$1,750  
 Total Consultant Labor - \$3,950  
 5% Consultant Markup - \$197.50  
**Total Cost - \$10,063**

### b. CONSTRUCTION COST/SAVING ESTIMATE

Please see attached **Proposed Value Engineering Estimate** from CM GAFCON.

**Total Estimated Savings \$364,642.** Actual savings will depend on selection of the floor type

- i. Savings from deletion of Two Shade structures – \$164,740
- ii. Savings from deletion Lunch tables – \$222.989
- iii. Savings from deletion of landscaping – trees, turf, irrigation- \$24,705
- iv. Savings from deletion of VCT floor-\$20,956
- v. Cost of converting landscape area to concrete top \$22.341
- vi. Cost of synthetic rubber floor (Alternate bid) – \$46,407

### c. Furniture, Fixture and Equipment Not Part of the Original Budget

Item	Quantity	Estimated Cost
Lockers for teachers	2	\$1,035.00
Side Basketball Hoops (installation not included)	4	\$13,800.00
Volleyball posts and nets (installation not included)	1	\$1,725.00
Wall Mats (installation not included)	120	\$9,660.00
Grill covers for light fixtures and thermostats	10	\$517.50
Meal Serving tables	2	\$644.00
Kitchen Shelving	4	\$506.00
Kitchen Warmer	4	\$506.00
Kitchen Refrigerator	1	\$2,530.00
Kitchen Freezer	1	\$1,321.35
Shades/canopy - to cover lunch area	1	\$6,900.00
Fencing cover-permanent-Grid woven into fence	1	\$2,300.00
Lunch tables	30	\$24,456.36
Lunch tables ADA	4	\$3,749.00
	<b>total</b>	<b>\$69,650.21</b>



# H- BUDGET (Board approved and 10/6/17 updated)

## MSA - SANTA ANA GYM BUDGET (UPDATED 10/6/2017)

Uses		\$				
Soft Costs		\$ 559,379.70				
Hard Costs		\$ 3,300,000.00				
<b>Total Project Costs</b>		<b>\$ 3,859,379.70</b>				
Site Development Budget (Board date: 8-10-17)		Amount	Notes	Earmarked	Under/(Over)	Site Development Budget Update date: 10-6-17
Use						
Soft Costs						
Construction Management (Gafcon)	\$ 203,500			\$ 183,619	\$ 19,881	Not included Reimbs to date: BID advertisement, BID print
Architect (Berliner)	\$ 230,027			\$ 209,027	\$ 21,000	
Inspection Services	\$ 40,000			\$ 150,000	\$ (110,000)	IOR yet to be awarded
LEGAL				\$ 10,000	\$ (10,000)	
Agency Fees	\$ 35,000			\$ 35,000	\$ -	- DSA, District, City Fees (if applicable)
Subtotal Soft Cost	\$ 508,527			\$ 587,646	\$ (79,119)	
Contingency @ 10%	\$ 50,853		DSA, District, City Fees (if applicable)	\$ -	\$ -	- No contingency left
<b>Total Soft Cost</b>	<b>\$ 559,380</b>			<b>\$ 587,646</b>	<b>\$ (28,266)</b>	Use Hard cost contingency and savings
Hard Costs						
Site Improvement:	\$ 3,000,000			\$ 2,635,358	\$ 364,642	Excluding FFE and cafeteria tables, Floor, Shade, LV improvements
Grading & Paving	included			included	included	
Utilities	included			included	included	
Landscaping	included			included	included	
Demolition and Grading	Included			Included	Included	
Testing	included			included	included	
Subtotal Hard Cost	\$ 3,000,000			\$ 2,635,358		Exact estimate TBD by GAFCON (Oct 9, 2017)
Contingency @10%	\$ 300,000			\$ 300,000	\$ 336,376	200K for FFE, cafeteria tables, Floor, Shade, LV improvements
<b>Total Hard Cost</b>	<b>\$ 3,300,000</b>			<b>\$ 2,935,358</b>	<b>\$ 336,376</b>	
<b>Total Soft and Hard Cost</b>	<b>\$ 3,859,380</b>			<b>\$ 3,523,004</b>	<b>\$ 336,376</b>	Under \$136,376 with FFE expended

<b>Work Authorization Number</b>	01	<b>Date</b>	09/27/17
<b>Project</b>	Magnolia Santa Ana Gym Rebid	<b>Project Number</b>	12-27.4
<b>Project Location</b>	Magnolia Science Academy - Santa Ana		
<b>Client</b>	Magnolia Public Schools		

Authorization is confirmed for Berliner Architects, to perform the following services:


Gym Improvements please see attached MSA-SA Gym and Cafeteria Specs/Improvements.

Berliner Architects - \$5,915
Total Architectural Labor - \$5,915
Ahbe - Landscape Architects - \$1,200
Brandow & Johnston - Civil - \$1,000
Design West MEP (Air Curtain) - \$1,750
Total Consultant Labor - \$3,950
5% Consultant Markup - \$197.50
<b>Total Cost - \$10,063</b>

Original or Master Agreement (if any), dated:

Other References:

Fee and Basis  
Total Fee - \$10,063

<b>Date service began:</b>	07/21/17	<b>Services projected to be completed no later than the following, if indicated:</b>
<b>Services requested by:</b>	Frank Gonzalez	<b>Date of Request:</b> 07/21/17
<b>Prepared by:</b>		<b>Date Signed:</b> 09/27/17

See reverse side of this Work Authorization (Page 2) for Terms and Conditions.

Client Authorization by: \_\_\_\_\_ Date Signed: \_\_\_\_\_

# Work Authorization

## Terms and Conditions

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1. Berliner Architects shall provide the services specified on page 1 of this Work Authorization. Terms and Conditions shall be in accordance with the original or master agreement between Client and Architect, or if such does not exist or is not applicable to this Work Authorization, the Terms and Conditions below shall be incorporated into this Work Authorization. Should anything arise that is not covered by such Terms and Conditions or this Work Authorization, then applicable provisions of Berliner Architects Standard Terms and Conditions STC, current as of the date of this Work Authorization, shall govern. Copies of these documents are available from the Architect on request. The provisions on page 1 of the Work Authorization take precedence over the Terms and Conditions. Where a portion of one document is amended by another of later date, all unmodified portions shall remain in effect. The term "Architect" includes the Architect's officers, directors, shareholders, employees and agents. This Agreement shall not create a contractual relationship or duty to any third party.
2. Fees to be compensated on an hourly basis shall be computed by multiplying the hours directly spent on the Project by the hourly billing rates of the Architect's standard rate schedule, which rates are subject to adjustment periodically, plus 1.1 times any consultants invoices, unless otherwise stated in the Letter of Agreement.
3. Fees to be compensated on a lump sum or percentage basis shall be based upon the Architect's determination of the proportion of its services completed through the billing period.
4. The following Reimbursable Expenses incurred by the Architect in connection with the Project are not included in the Fee stipulated unless specifically stated in this Work Authorization or the Master Agreement, if any: Models and renderings, photography, printing, reproductions, reproductions, telecommunications, data communications, facsimile, long distance telephone calls, travel, out-of-town living expenses, shipping, delivery and messenger service, sales taxes and the like, shall be billed at 1.1 times the amounts invoiced to Berliner Architects, or where incurred as in-house hourly costs, at the Architect's standard hourly billing rates, unless otherwise stated in this Work Authorization. Other than for computer usage in connection with accounting procedures and non-technical word processing, usage of computer, CADD and plotting equipment shall also be a Reimbursable Expense, billed at the Architect's standard rates.
5. Payment for fees and expenses, normally billed monthly, shall be due upon receipt of the Architect's invoice. Disputes and questions regarding an invoice shall be brought to Architect's attention within ten days following receipt of invoice, and shall not be cause for withholding payment for the undisputed portion of the invoice. A service charge of 1.5% per month, in addition to reasonable collection expenses, shall be added to balances unpaid 30 days after invoice date. The Architect reserves the right to suspend or terminate its services, or withhold its documents without notice, if payment in full is not received within 60 days after invoice date, and the Architect shall not be held liable for any claims or losses that may result therefrom.
6. If the scope of the Project, Architect's services, or Project Time is increased, compensation shall be increased accordingly. If the Scope of the Project or Architect's services is decreased, fees for the balance of the Architect's services not yet performed shall be adjusted accordingly.
7. After completion or termination of the Architect's services, and after all payments due the Architect have been made, the Client may retain and use only for alteration, additions, or completion for this Project, copies or reproductions of drawings, specifications, and other materials prepared by the Architect in connection with the Project. In the event of such use, the names and other identifications of the Architect and its consultants shall be removed from the documents and the Architect and its consultants shall be indemnified and held harmless by the Owner for claims arising out of 1) work performed subsequent to the Architect's services, 2) work not constructed or installed in accordance with the Architect's full Construction Documents, or 3) work constructed or installed without the Architect's full construction observation services.
8. In the event of any dispute, controversy or claim arising out of this Agreement or any alleged breach thereof ("Dispute"), the Client and Architect shall participate in a mediation conducted under the auspices of a recognized neutral third-party professional Mediation Service, in a good faith effort to negotiate a resolution of the Dispute, prior to undertaking any legal action. The selection of the Mediation Service shall be acceptable to the parties, and the cost of the Mediation Service shall be borne equally by the parties. In any legal action following the unsuccessful mediation of a dispute, the prevailing party shall be entitled to reasonable attorney's fees.
9. The Client acknowledges that the Architect is unable to reasonably obtain insurance for claims arising out of the performance or failure to perform professional services, including but not limited to, the preparation of reports, designs, drawings and specifications or testing related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos, PCB, or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the site ("Hazardous Substances" or "Hazardous Substances Services"). Accordingly, the Architect shall not provide such services. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against the Architect if such a claim in any way arises out of Hazardous Substances or Hazardous Substances Services.
10. The Client agrees to indemnify, defend and hold the Architect harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of 1) Hazardous Substances or Hazardous Substances Services, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction; or 2) the performance or non-performance of any obligations under this Agreement except to the extent found by a court or forum of competent jurisdiction to be attributable to the negligent errors or omissions of the Architect.
11. The Client shall provide complete Project information, which the Architect shall be entitled to rely upon. The Client shall designate a representative authorized to act in its behalf to provide decisions, liaison with the Architect, and approvals of drawings, reports, presentations and other documents and data. Client's written decisions, approvals and authorizations, and Architect's services shall be provided promptly in order to meet mutually agreed project schedules. Services on a phase shall commence only after Client's written approval of the previous phase and Client's authorization to proceed. Out-of-sequence services, if requested, shall be compensated as Additional Services.
12. The Architect shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, construction schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, inspection or installation, or for safety programs in connection with the Work, or for acts, omissions, or failure to carry out the Work in accordance with the Contract Documents by the Contractor, subcontractors, or any other persons or entities or their agents or employees performing or supplying the Work.
13. The Client hereby agrees that to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the Project or this Agreement from any cause or causes including, but not limited to, the Architect's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the total compensation received by the Architect under this Agreement.

## Fee Calculation Form

**BERLINER**  
ARCHITECTS

Date: 09/27/17

Project: Magnolia Gym Improvements

Job #: 12-27.4

	Principal	Project Architect/ Manager	Draft/ Des. 2	Total
<b>Phase I - Pre Design</b>				
Pre Design	0	5	7	12
<b>Subtotal Hours</b>	<b>0</b>	<b>5</b>	<b>7</b>	<b>12</b>
\$/ Hour	\$ 210	155	\$ 100	
<b>Total</b>	<b>\$ -</b>	<b>\$ 775</b>	<b>\$ 700</b>	<b>\$ 1,475</b>
<b>Phase 2 -Construction Document Edits &amp; DSA</b>				
CD's & DSA	2	12	24	38
<b>Subtotal Hours</b>	<b>2</b>	<b>12</b>	<b>24</b>	<b>38</b>
\$/ Hour	\$ 210	155	\$ 90	
<b>Total</b>	<b>\$ 420</b>	<b>\$ 1,860</b>	<b>\$ 2,160</b>	<b>\$ 4,440</b>
<b>Total Hours On Project</b>	<b>2</b>	<b>17</b>	<b>31</b>	<b>50</b>
<b>TOTAL ARCHITECTURAL LABOR COST</b>	<b>\$ 420</b>	<b>\$ 2,635</b>	<b>\$ 2,860</b>	<b>\$ 5,915</b>
Ahbe - Landscape Architects				\$ 1,200.00
Brandow & Johnston - Civil Engineering				\$ 1,000.00
Design West - Air Curtain				\$ 1,750.00
<b>TOTAL CONSULTANTS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,950.00</b>
<b>5% CONSULTANT FEE MARKUP</b>				<b>\$ 197.50</b>
<b>TOTAL LABOR COSTS</b>	<b>\$ 420</b>	<b>\$ 2,635</b>	<b>\$ 2,860</b>	<b>\$ 10,063</b>

## MSA-SA GYM and CAFETERIA SPECS/IMPROVEMENTS

1. A list of the proposed changes to the exterior of the MSA SA Gymnasium Project that you would like to make. This has to do with shade and trees, as well as the type of tables we have out there. Second weekly meeting was held on 9/19 to discuss these issues – see comments in green or items crossed out as not in scope. The scheduled 09/19 electrical meeting did not take place and shall be rescheduled. Rasul and Erdinc during 09/19 weekly meeting expressed that they have reviewed the bid documents and felt that 90% electrical provisions for low voltage were shown and minor additions were needed. The final scope was decided during conference meeting with owner and CM on 09/21 as shown below. The Mechanical, Plumbing, electrical and the IT scope was descope.

- 1- Remove the two shade structures (retractable tents). Replace with removable tent to cover the entire lunch areas.
  - Remove proposed shade structures from sheet A0.21, CB-C1.11, CB1.12
  - ~~Select one shade/canopy product within the budget to cover the entire lunch area~~—NIC owner provided – **CONFIRMED BY OWNER**—No new drawings showing owner provided shade structure are required.
  - We are assuming no foundation is required for the new owner provided canopies. Owner to confirm. **CONFIRMED BY OWNER**
- 2- Remove all trees (6) in the cafeteria areas from the plan. Have a uniform flooring in the openings that
  - Remove (6) Cafeteria trees from planting sheet L2.11. Need to review with Landscaping consultant on code/zoning implication or if they have to be shown somewhere else in order to meet tree counts in the property.
  - Revise Irrigation plan L1.11
  - Revise site plan A0.21 (remove trees/ dining area to be covered by concrete paving)
- 3- results from the removal of trees.
  - Replacement trees?? ~~Landscaping consultant to confirm~~—Landscaping confirmed no additional or replacement trees are required.
- 4- 30 regular cafeteria tables and 4 ADA cafeteria tables
  - Remove cafeteria tables and benches scope from A0.21 and specifications. ~~NIC owner provided~~—**GC TO PROVIDE THE TABLES** NIC Owner Provided – No drawings of new layout required.
  - Provide 30 regular and 4 ADA cafeteria tables instead of 43 cafeteria tables at site plan A0.21 ~~NIC owner provided~~—**GC TO PROVIDE THE TABLES** NIC Owner Provided – No drawings of new layout required.
  - Provide ADA cafeteria tables and provide enlarged plans showing required clearances
  - **# OF ADA TABLES NEED TO BE CONFIRMED**
- 5- Convert the “landscaped turfed area” north of the playground structure to all concrete top
  - Landscaping and Civil consultants to confirm code and zoning compliance. Landscape and civil confirmed that these changes do not change the overall design and still meets code compliance.
  - Sheet A0.21 remove landscape turf and provide concrete top
  - Revise Irrigation Plan L1.11
  - Revise planting plan L2.11
  - Reference/revise appropriate detail @ 7/L2.51
- 6- Provide “Air Curtain” with electrical over the serving window
  - Revise the Electrical drawing E0.11 to provide the electrical power to the Air curtain
- 7—~~2 drinking fountains (one is ADA) at the north side of the gym.~~
  - ~~One set of drinking fountain (Low) is provided at the south side of the gym. Owner to confirm location.~~—**NORTH SIDE OF THE GYM**—~~the drinking fountain is inside~~
  - ~~Replace drinking fountain location from south side of the gym to north side. Have to revise architectural and plumbing/civil drawings.~~—~~the only drinking fountain is inside~~
- 8—~~PA system~~—See IT list—~~to be discussed on Sep 19 in detailed with Rasul, MSA IT manager and Electrical~~
  - ~~Duplicate~~—see below.

2. How to outfit the indoor gym including sport court, number of basketball hoops (6--please confirm).

1- Floor **OPTION**

- **Multi sport Athletic Surface – Rubber synthetic floor**

**See technical specs**

<http://robbinsweb.robbinsfloor.com/infocenter/infocenter.nsf/vall/D6A23A7D9A06A764852579CF00551901>

**Samples**

1. <http://www.robbinsfloor.com/2012/04/pulastic-classic-110/>
2. <http://cdn.sqhk.co/connor/e2LsheU/ControlXT1.pdf>
3. <http://www.dynamicsportsconstruction.com/products/dynacourt/>

- **Replace from VCT to above rubber floor**
- **Transition to be considered.**
- **Provide striping detail**
- **Redesign appropriate details**
- **Need to review the transition from rubber flooring to VCT since the rubber flooring is thicker. VCT thickness is 1/8" gauge (3.2mm) and Rubber floor thickness is 5mm / 1/5" minimum. This rubber flooring is available in 5, 6, 8, 10, 12 and 14 mm. Owner should confirm the thickness. Owner to approve thickness.**
- **PLEASE NOTE THAT THE THICKNESS OF THE FLOOR MATERIAL CHANGES DEPENDING ON THE VENDOR. WE PREFER ANYTHING MORE THAN 12 mm**
- **THIS IS NOT a CIF size basketball court- the length is short.**

2—Hoops

- **2 foldable (up) basketball hoops as in the original plans**
  - ~~Specify the selected product @ G-A2.11~~
- **4 additional wall mount hoops for practice **OPTION****
  - ~~Locate 4 additional hoops attached to east and west CMU walls @ G-A1.11 & G-A2.11. Owner to select product.~~
  - ~~Preferred Model **NOTE THIS IS ELECTRICAL** <https://www.basketball-goals.com/Electronic-Side-Folding-Wallmount-Basketball-Goal.html> Needs structural details. See bottom of the page~~
  - ~~<https://www.basketball-goals.com/Electronic-Side-Folding-Wallmount-Basketball-Goal.html>~~

3—Volleyball nets

- **Posts and net**
  - ~~Locate provisions for volleyball posts and nets @ G-A1.11 & G-A2.11.~~
- **Floor should have sleeves and sockets**
  - ~~Add detail showing sleeve and sockets—will need structural input.~~

4—Striping **STRIPING ONLY FOR FULL BASKETBALL COURT AND VOLEYBALL COURT**

- **For basketball**
  - **Owner to confirm if the smaller courts in east west direction needs to be striped.**
- **Volleyball**
  - **Show striping for Volleyball at gym floor plan G-A1.61.**

5—Protective mats on the walls **OPTION**

- ~~No product has been specified on G-A2.11. Owner to provide direction.~~
- ~~<http://www.greatmats.com/flooring/gym-wall-pads.php>~~

6—PA and speaker system— See IT list

- ~~Elect/IT consultant to revise if IT/owner changes requirements. Owner to review the current drawings and confirm.~~
- ~~to be discussed on Sep 19 in detailed with Rasul, MSA IT manager~~

7—Electronic score board

- ~~Electrical to revise panel schedule E0.05 if IT/owner changes requirements. Owner to review the current drawings and confirm. Provisions only~~

8—All HVAC and lamps covered with protector grids



- ~~Add note to Ceiling plan~~
- ~~Add detail~~

3. Number of lockers needed in the gym changing rooms (200-250? Please confirm). **KEEP CURRENT PLANS**

1— ~~Boys locker room~~

- a. ~~72 lockers – 3 tier (9 in each unit assembled)~~
  - ~~Currently 57 lockers are provided~~
  - ~~There is no space for more in the locker room. Owner to provide direction.~~
- b. ~~1 ADA bench~~ **KEEP CURRENT PLANS**
  - ~~Show correct size and product at G-A4.11. Owner to approve location.~~

2— ~~Girls locker room~~

- a. ~~72 lockers – 3 tier (9 in each unit assembled)~~
  - ~~Currently 69 lockers are provided~~
  - ~~There is no space for more in the locker room. Owner to provide direction.~~ **KEEP CURRENT PLANS**
- b. ~~1 ADA bench~~
  - ~~Show correct size per owner provided product information at G-A4.11. Owner to approve location. Any corner or middle is fine~~

4. Equipment needed in the server (commercial fridge, retherm ovens, milk cooler please confirm)

- ~~1 Serving table~~ **OPTION**
  - ~~NIC – Currently (3) 3' 6" Stainless steel cabinets and countertop as serving table shown in the drawings as a place holder. Stainless steel cabinets are not scheduled in project manual. Owners to advise if their intention is to provide a serving table instead of the cabinets in servery room. Owner to advise how to incorporate in contract documents. Based on meeting on 09/19 provide electrical and plumbing provisions for owner provided equipment.~~
- ~~1 Shelving~~ **OPTION**
  - ~~NIC Owner to advise how to incorporate in contract documents.~~
- ~~1 Warmer~~ **OPTION**
  - ~~NIC Owner to advise how to incorporate in contract documents.~~
- ~~1 Refrigerator~~ **OPTION**
  - ~~NIC Owner to advise how to incorporate in contract documents.~~
- ~~1 Freezer~~ **OPTION**
  - ~~NIC Owner to advise how to incorporate in contract documents.~~

See the list at <https://docs.google.com/spreadsheets/d/13gdYcIK3rE-w5GltUa5oa8MIspSYtdwjuHCHK6ZCi2I/edit#gid=0>

5. Any other questions or issues that you may have.

- ~~Lockers for PE teachers~~ **OPTION**
  - ~~Select location for teacher's lockers. Owner to provide direction.~~
  -
- ~~IDF for IT room~~
  - ~~Owner / Rasul to provide direction. to be discussed on Sep 19 in detailed with Rasul, MSA IT manager. Based on meeting on 09/19 provide electrical outlets in the IDF room and shall be discussed with electrical consultant.~~

6. Need to have **Rasul** provide his IT information asap. Also need cost estimates.

- ~~Security cameras~~

- ~~Owner Furnished Equipment (OFE) per section 274100 part 2.02 B. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Cabling~~
  - ~~Contractor to comment on pricing. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Wireless Access Points~~
  - ~~Owner Furnished Equipment (OFE). Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~PA system~~
  - ~~Section 275117 to be completed for Public Address Systems. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Projector with retractable or movable screen~~ **OMIT**
  - ~~Owner Furnished Equipment (OFE)~~
  - ~~Extron Electronics is specified for classrooms but no projection has been specified for public events. Revise section 274100 Audio/ Visual Systems section.~~
  - ~~Retractable screen, video source equipment and video projector shall be furnished by owner (OFE).~~
  - ~~Indicate location of the projector and retractable screen on floorplans and elevations~~
  - ~~Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
- ~~Sound system for the public events~~
  - ~~Elec to supply power to the sound system. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~
  - ~~Owner Furnished Equipment (OFE)~~
  - ~~Comply/ Revise with section 260010~~
- ~~HP Switches~~
  - ~~IT and Elec. consultant to advise. Owner / Rasul to review current documents and advise. We should have a coordination meeting with electrical consultant.~~

See the list at <https://docs.google.com/spreadsheets/d/13gdYcIK3rE-w5GltUa5oa8MIspSYtdwjuHCHK6ZCi2l/edit#gid=1290437238>

7. Need to get FFE package including estimates

Check estimates here

<https://docs.google.com/spreadsheets/d/13gdYcIK3rE-w5GltUa5oa8MIspSYtdwjuHCHK6ZCi2l/edit#gid=0>



## DESIGN WEST ENGINEERING

**Date:** September 27, 2017

**Company:** Berliner Architects  
5976 Washington Blvd.  
Culver City, CA 90232

**Attention:** Richard Berliner

**Subject:** **Magnolia PTS Charter School**  
Our Proposal #12-269, AS-2-R1

### PROPOSAL FOR ENGINEERING SERVICES – AS-2 GYM OWNER REVISIONS

---

The following proposal is based on plans and information received to date. If accepted, this proposal will become the contract for services rendered.

We intend to provide Mechanical and Electrical Engineering Services for the Magnolia PTS Charter School project for the amount of **\$1,750.00**. Services to include addition protection of MEP systems within gym, power air curtain within server area, and coordination of new low voltage requirements for building. Scope include (1) design site meeting to discuss low voltage system requirements.

Payment for services rendered outlined above shall be as stated in the original contract for the above referenced project.

In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

If the above terms and conditions meet with your approval, please acknowledge below by signing and returning a copy to our office.

Respectfully,

**Jonathan Bianchet**  
Design West Engineering

Accepted by (Signature): \_\_\_\_\_

Accepted by (Print): \_\_\_\_\_

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

Client Job Number \_\_\_\_\_

DWE Proposal Number 12-269



# AHBE

LANDSCAPE ARCHITECTS

## NOTICE OF ADDITIONAL SERVICES #2

<b>DATE</b>	SEPTEMBER 11, 2017	<b>FROM</b>	WENDY CHAN
<b>CLIENT</b>	BERLINER ARCHITECTS	<b>CC</b>	EVAN MATHER, SUSAN MILLER
<b>PROJECT</b>	MAGNOLIA PACIFIC TECHNOLOGY SCHOOL		
<b>PROJECT #</b>	112047.00		
<b>REQUESTED BY</b>	PRITHWISH GUPTA		

Based on the information provided to us, we reviewed the additional work required to revise the landscape construction documents. The requested changes require more time than can be absorbed by the present contract. The following is a description of the requested revisions and a fee proposal for our completion of the work.

### Description of Additional Services

Magnolia Science Academy Gym – Client directed revisions

1. Remove (6) trees in the cafeteria area. Revisions to the Irrigation Plan L1.11 and Planting Plan L2.11.
2. Convert the landscaped turf area north of the playground structure to concrete. Revision to the Irrigation Plan L1.11, Planting Plan L2.11, and detail 7/L2.51.

**Cost for Additional Services: \$1,200**

### Client Approval of Additional Service

Services described herein will be provided upon receipt of Client's written authorization. Sign below to confirm your approval of the above Additional Services description and fees. Return the signed document to us. Retain a copy for your records.

CLIENT  
**Berliner Architects**

LANDSCAPE ARCHITECT  
**AHBE Landscape Architects**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED



# Magnolia Pacific Technology School Santa Ana, California

## Proposed Value Engineering Estimate

September 27, 2017



5960 Cornerstone Court West, Suite 100  
San Diego, CA 92121  
main 858.875.0010



**Value Engineering Summary**

		VE 09-27-17			
		Alternate	Rejected	Accepted	Pending
<b>Project VE Total</b>		\$ -	\$ -	\$ -	\$ (300,862)

		VE 09-27-17				
VE #	Description	Alternate	Rejected	Accepted	Pending	Comments

**PROJECT - VE + Add and Deduct**

SITE						
S - 1	Delete Two Shade Structures, 24'0" x 22'0" each				\$ (164,740)	
S - 2	Remove 43 Movable Tables on Site				\$ (222,989)	
S - 3	Delete Landscaping - Trees, Turf & Irrigation				\$ (24,705)	
S - 4	Replace VCT Floor with Sealed Concrete Floor				\$ (20,956)	
S - 5	Replace VCT Floor with Polished Concrete Floor				\$ 63,779	
S - 6	Convert Landscape Area At Gymnasium/Multipurpose to Hardscape				\$ 22,341	
S - 7	Cost of Synthetic Rubber Floor (Alternate Bid)				\$ 46,407	
<b>STRUCTURAL</b>						
S - 1						
S - 2						
<b>CIVIL</b>						
C - 1					\$ -	
C - 2					\$ -	
<b>MECHANICAL</b>						
M - 1						
M - 2						
<b>ELECTRICAL</b>						
E - 1						
E - 2					\$ -	
<b>Total For Project VE Options</b>			\$ -	\$ -	\$ (300,862)	



	Description	Quantity	Unit	Unit Cost	Total
<b>1. SITE</b>					
<b>S-1</b>	<b>Delete Two Shade Structures, 24'0" x 22'0" each</b>				
	<u>Deduct</u>				
	Foundations as required for shade structures	(3)	cy	\$500.00	(1,500)
	Shade structures including framing, etc. (2)	(1,056)	sf	\$115.00	(121,440)
	Pavement under shade structures (2)				Remain in place
	<b>Subtotal - Delete Two Shade Structures, 24'0" x 22'0" each</b>				<b>(122,940)</b>
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(122,940)	x	34%	(41,800)
	<b>Total - Delete Two Shade Structures, 24'0" x 22'0" each</b>				<b>(164,740)</b>
<b>S-2</b>	<b>Remove 43 Movable Tables on Site</b>				
	<u>Deduct</u>				
	Remove movable site tables	(43)	ea	\$3,870.00	(166,410)
	<b>Subtotal - Remove 43 Movable Tables on Site</b>				<b>(166,410)</b>
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(166,410)	x	34%	(56,579)
	<b>Total - Remove 43 Movable Tables on Site</b>				<b>(222,989)</b>
<b>S-3</b>	<b>Delete Landscaping - Trees, Turf &amp; Irrigation</b>				
	<u>Deduct</u>				
	Turf and landscaping at Gym/Multipurpose area	(1,710)	sf	\$5.00	(8,550)
	36" Box trees at Gym/Multipurpose area	(6)	ea	\$750.00	(4,500)
	Irrigation at Gym/Multipurpose area	(1,710)	sf	\$3.15	(5,387)
	<b>Subtotal - Delete Landscaping - Trees, Turf &amp; Irrigation</b>				<b>(18,437)</b>
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(18,437)	x	34%	(6,268)
	<b>Total - Delete Landscaping - Trees, Turf &amp; Irrigation</b>				<b>(24,705)</b>
<b>S-4</b>	<b>Replace VCT Floor with Sealed Concrete Floor</b>				
	<u>Deduct</u>				
	VCT floor in Gym/Multipurpose area	(4,533)	sf	\$4.95	(22,438)
	<u>Add</u>				
	Sealed concrete in Gym/Multipurpose area	4,533	sf	\$1.50	\$6,800
	<b>Subtotal - Replace VCT Floor with Sealed Concrete Floor</b>				<b>(15,639)</b>
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	(15,639)	x	34%	(5,317)
	<b>Total - Replace VCT Floor with Sealed Concrete Floor</b>				<b>(20,956)</b>

	Description	Quantity	Unit	Unit Cost	Total
<b>S-5</b>	<b>Replace VCT Floor with Polished Concrete Floor</b>				
	<u>Deduct</u>				
	VCT floor in Gym/Multipurpose area	(4,533)	sf	\$4.95	(22,438)
	<u>Add</u>				
	Polished concrete in Gym/Multipurpose area	4,533	sf	\$10.50	\$47,597
	<b>Subtotal - Replace VCT Floor with Polished Concrete Floor</b>				<b>47,597</b>
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	47,597	x	34%	16,183
	<b>Total - Replace VCT Floor with Polished Concrete Floor</b>				<b>63,779</b>
<b>S-6</b>	<b>Convert Landscape Area At Gymnasium/Multipurpose to Hardscape</b>				
	<u>Deduct</u>				
	Turf and landscaping at Gym/Multipurpose area	(1,710)	sf	\$5.00	(8,550)
	Irrigation at Gym/Multipurpose area	(1,710)	sf	\$3.15	(5,387)
	<u>Add</u>				
	Concrete pavement at landscape area at Gymnasium/Multipurpose area	1,710	sf	\$9.75	\$16,673
	<b>Subtotal - Convert Landscape Area At Gymnasium/Multipurpose to Hardscape</b>				<b>16,673</b>
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	16,673	x	34%	5,669
	<b>Total - Convert Landscape Area At Gymnasium/Multipurpose to Hardscape</b>				<b>22,341</b>
<b>S-7</b>	<b>Cost of Synthetic Rubber Floor (Alternate Bid)</b>				
	<u>Deduct</u>				
	VCT floor in Gym/Multipurpose area	(4,533)	sf	\$4.95	(22,438)
	<u>Add</u>				
	Synthetic rubber floor at Gymnasium/Multipurpose are	4,533	sf	\$12.59	\$57,070
	<b>Subtotal - Cost of Synthetic Rubber Floor (Alternate Bid)</b>				<b>34,632</b>
	<u>Mark-Ups</u>				
	GCs, Overhead & Profit, Design and Escalation Contingencies	34,632	x	34%	11,775
	<b>Total - Cost of Synthetic Rubber Floor (Alternate Bid)</b>				<b>46,407</b>

# BERLINER

ARCHITECTS

**April 11, 2017**

Mr. Frank Gonzalez  
Magnolia Public Schools  
13950 Milton Ave. Ste 200B  
Westminster, CA 92683

**Subject: Gym Re-bid Add Service – Magnolia Santa Ana 17-12**

Dear Frank,

Thank you for the opportunity to submit this additional services request for the gym re-bid of the gym at the Magnolia Santa Ana School.

## **SCOPE OF WORK**

The Gymnasium was part of the original Magnolia Science Academy project and was approved by DSA. During the bid of the project due to lack of funding, the Gym was taken out of the the contract. The funding is now available and we will be proceeding to bid the project and build per the schedule attached and scope clouded as suggested and planned by NEFF, owner's CM. Following are the scope:

1. The Gymnasium building as per the original bid documents and incorporating changes that apply to the gym building that were implemented as part of the construction of the classroom building.
2. The portion of the site in the attached site plan shown as yellow (the actual profile may change based on the workability ascertained by NEFF) has to be deducted from the ongoing construction project and added to Gymnasium bid document.
3. Create the bid document with related DSA approved documents – drawings and specifications.
4. Construction administration services, including review of submittals, RFI's and attending weekly job meetings.
5. Punch list and project closeout with DSA.
6. The bid document may need to be submitted to DSA and be approved by DSA as information purpose only so that the work can be properly delineated and properly inspected by the IOR and the DSA inspectors.
7. See the Schedule attached provided by NEFF. NEFF has recommended that we follow the "Construct after current work" method and shall have bidding process, submittal review, and procurement and construction phases.

### NOT IN SCOPE OF WORK

- Any changes in the design requested by Magnolia.
- Revisions requested by DSA
- Fees for the CA phase are based on the 40 week construction schedule provided by NEFF construction at 12 hours /week for the PM/PA and 4 hours/ week for design support. If construction runs longer than 40 hours a week due to circumstances out of our control the additional time will be billed on a time and materials basis.

### FEES

Berliner Architects , see attached fee calculation	\$128,330.00
<b>SUBTOTAL BERLINER ARCHITECTS LABOR</b>	<b>\$128,330.00</b>
Saiful Bouquet – Structural Engineers	\$33,000.00
Design West Engineering – MEP Engineers	\$14,875.00
Brandow & Johnston – Civil Engineers	\$13,000.00
Ahbe – Landscape Architects	\$6,500.00
<b>SUBTOTAL CONSULTANT LABOR</b>	<b>\$67,375.00</b>
5% Consultant Coordination Fee	\$3,368.00
<b>TOTAL LABOR COST</b>	<b>199,074.00</b>
Estimated Reimbursables	\$9,954.00
<b>MAXIMUM FEE (Not to Exceed)</b>	<b>\$209,027.00</b>

### REIMBURSABLE COSTS

Reimbursable costs will be billed at cost plus 7.5%. These costs include reproduction of drawings and documents, postage, long distance phone calls, conference calls, and renderings and models to be used for public hearings, fund raising, etc. beyond those prepared during the design process.

### SCHEDULE

See Attached.

**PAYMENTS AND TERMS**

Please note that we anticipate payment of invoices within 30 days of the invoice date. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to past due accounts. Berliner Architects reserves the right to terminate the performance of services without waiving any claims or rights against the client and without liability whatsoever if payment is past due the 30-day period.

**CHANGES IN SCOPE**

Any changes in scope will be submitted in writing in the form of a Work Authorization and no work will be done until specifically authorized by Magnolia Public Schools. Hourly billing rates are as follows:

Principal, Richard Berliner	\$205.00 / Hour
Project Manager / Architect, Prithwish Gupta	\$145.00 / Hour
Drafting and Design	\$ 85.00-\$110.00 / Hour

Please contact me with any questions regarding this request. We look forward to continuing our work with Magnolia Public Schools.

**Sincerely yours,**

**BERLINER ARCHITECTS**



**Richard Berliner, AIA, NCARB, LEED AP**

05/10/17

Accepted for Magnolia Public Schools

Date

Fee Calculation Form

Date: April 11, 2017  
Project: Magnolia Santa Ana Gym  
Job #: 17-12

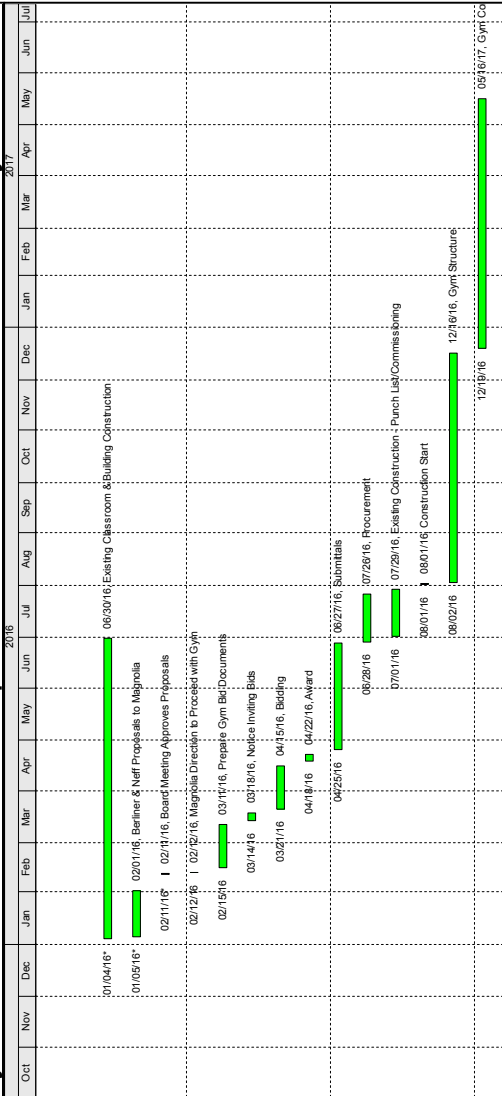
	Principal	Project Manager	Project Architect	Architect	Interior Designer	Designer	Draft/Jr. Des.	Total	NOTES
<b>Phase 1 - Info. Collection / Pre Design</b>									
Field Survey & Research								0	
Create Base CADD								0	
Meetings								0	
<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Phase 2 Schematic Design / Pricing</b>									
Plans								0	
Elevations / Sections								0	
Details								0	
Finishes/Specs								0	
Meetings								0	
<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Phase 3 Design Development</b>									
Plans								0	
Elevations/ Sections								0	
Details								0	
Coordination								0	
Finishes/Specs								0	
Meetings								0	
Quality Control								0	
Models								0	
<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Phase 4 Construction Documents</b>									
Plans	1	12					20	33	
Elevations / Sections	1	12					20	33	Create Bid Documents - 6 weeks
Details	1	8					20	29	PM - mtg @ 4hrs/wk
Coordination		16						16	PA - coord+mtg+QC @ 16 hrs/wk
Finishes/Specs	1	8						9	Des - 24 hrs/wk
Meetings		8						8	
Specifications		8						8	
Quality Control		8						8	
<b>Subtotal Hours</b>	<b>4</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>144</b>	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
<b>Total</b>	<b>\$ 820</b>	<b>\$ 11,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,700</b>	<b>\$ -</b>	<b>\$ 18,120</b>	
<b>Phase 5 Plan Check</b>									
Bldg. Dept. / DSA Review								0	Assumes no plan check with DSA
Pick Up Corrections								0	
Consultant Coordination								0	
Back Check								0	
<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Phase 6 Bidding Support</b>									
Respond to questions	2	38					20	60	
Meetings		8						8	Bid - 6 weeks
<b>Subtotal Hours</b>	<b>2</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>68</b>	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		PA/PM - 8 hrs/wk
<b>Total</b>	<b>\$ 410</b>	<b>\$ 6,670</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,900</b>	<b>\$ -</b>	<b>\$ 8,980</b>	Des - 20 hrs
<b>Phase 7 Construction Administration</b>									
Respond to RFIs		150					80	230	
Review Shop Drawings and Submittals		160					80	240	Submittals - 9 weeks
Coordination		100						100	PA/PM - 12 hrs/wk
Meetings	8	172						180	Des - 4 hrs/wk
<b>Subtotal Hours</b>	<b>8</b>	<b>582</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>0</b>	<b>750</b>	Procurement + Construction - 40wks
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		PA/PM - RFI+Coord+Site Visits - 12 hrs/wk
<b>Total</b>	<b>\$ 1,640</b>	<b>\$ 84,390</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,200</b>	<b>\$ -</b>	<b>\$ 101,230</b>	Des - 4 hrs/wk
<b>Total Hours On Project</b>	<b>14</b>	<b>628</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>240</b>	<b>0</b>	<b>962</b>	
<b>TOTAL ARCHITECTURAL LABOR COST \$ 2,870 \$ 102,660 \$ - \$ - \$ - \$ 22,800 \$ - \$ 128,330</b>									
Landscape Architect - AHBE								\$ 6,500	
Structural Engineer, Saiful Bouquet								\$ 33,000	
Mechanical / Plumbing / Electrical Engineer/Fire, Design West								\$ 14,875	
Civil Engineer, Brandon and Johnston								\$ 13,000	
<b>TOTAL CONSULTANTS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67,375</b>	
<b>5% CONSULTANT FEE MARKUP</b>								<b>\$ 3,368.75</b>	
<b>TOTAL LABOR COSTS</b>	<b>\$ 2,870</b>	<b>\$ 102,660</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,800</b>	<b>\$ -</b>	<b>\$ 199,074</b>	
<b>ESTIMATED REIMBURSABLES</b>								<b>\$ 9,954</b>	
<b>TOTAL PROJECT COST</b>	<b>\$ 2,870</b>	<b>\$ 102,660</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,800</b>	<b>\$ -</b>	<b>\$ 209,027</b>	



# MSA-Santa Ana Gym Construction Development Schedule

January 11, 2016

Activity ID	Activity Name	Orig Dur	Start	Finish	Predecessors	Successors
<b>A349</b>	<b>Magnolia Gym</b>	349	01/04/16	05/16/17		
<b>A349</b>	<b>Gymnasium Project</b>	349	01/04/16	05/16/17		
A3280	Existing Classroom & Building Construction	128	01/04/16	06/30/16		A3290
A3280	Berliner & Neff Proposals to Magnolia	20	01/05/16	02/01/16		A1000
A3270	Board Meeting Approves Proposals	1	02/11/16	02/11/16		A1010
A1000	Magnolia Direction to Proceed with Gym	1	02/12/16	02/12/16	A3270	A1010
A1010	Prepare Gym Bid Documents	20	02/15/16	03/11/16	A1000	A1020
A1020	Notice Inviting Bids	5	03/14/16	03/18/16	A1010	A1030
A1030	Bidding	20	03/21/16	04/15/16	A1020	A1040
A1040	Award	5	04/18/16	04/22/16	A1030	A1060, A1050
A1050	Submittals	45	04/25/16	06/27/16	A1040	A3170
A3170	Procurement	20	06/28/16	07/26/16	A1050	A1060
A3280	Existing Construction - Punch List/Commissioning	20	07/01/16	07/29/16	A3280	A1060
A1060	Construction Start	1	08/01/16	08/01/16	A1040, A3170, A1050	A1070
A1070	Gym Structure	95	08/02/16	12/16/16	A1060	A3190
A3190	Gym Completion	105	12/19/16	05/16/17	A1070	



Progress  
critical  
REMAIN

Date	Revision	Ch...	Approved



**AUTHORIZATION FOR  
PROFESSIONAL SERVICES  
ADDITIONAL SERVICES**

**251**

**PROJECT:** Magnolia Pacific Technology- Santa Ana  
B&J W.O. 1220022

**ADD. SERV. NO.:** 3  
**DATE:** April 7, 2017

**REQUESTED BY:** Richard Berliner  
Berliner and Associates Architecture

**DATE REQUESTED:** April 7, 2017

**SIGN AND RETURN ONE COPY TO:** Brandow & Johnston, Inc.

**SCHEDULED START:** April 7, 2017

**DESCRIPTION OF ADDITIONAL SERVICES:**

Pursuant to your request, **Brandow & Johnston** (B&J) is submitting for your approval this request for authorization of additional services, related to civil engineering design revisions for the above mentioned project.

The work associated with these tasks is a result of additional civil engineering services that were not part of our original agreement or any prior requests for authorization of additional services. The civil engineering work associated with these tasks will be performed at a fixed fee basis, per the scope elements listed hereon. The budget associated with this request is our best estimate of time and effort involved in the requested scope of work

Tasks:

1. Revise Civil Drawings to accommodate addition of western building to construction documents.
2. Provide coordination related to ADA comments.
3. Provide Design Team coordination.
4. Attend 2 project meetings.
5. Construction Administration & Closeout (32 hours budgeted)

Assumptions:

- Contractor of main campus to provide as-built topo survey of newly constructed site improvements.
- It is assumed that this scope will be covered by one single design package.

**ESTIMATED ENGINEERING FEE: \$13,000**

The above-mentioned work will be performed on a fixed-fee basis in accordance with the General Terms of our original Agreement. Should additional time and cost become necessary we will obtain your approval for amended budget prior to conducting the work.

Should this proposal meet your approval, please sign below, and return it to our office, as an authorization to invoice these additional services. We understand that you will be processing an amendment to the contract for this work, as a part of B&J existing open agreement, and it will be forthcoming within 30 days of your initial approval.

Approved and accepted in accordance with the General Terms of Agreement:

**BRANDOW & JOHNSTON, INC.** (B&J)  
A California Corporation  
Gerard M. Nieblas, S.E., President  
Licensed Structural Engineer #2723

**CLIENT: BERLINER & ASSOCCIATES**  
5976 Washington Blvd.  
Culver City, CA 90232

By: \_\_\_\_\_  
*Ed Melo, P.E. C80534*  
*Associate Principal/Director of Civil Engineering*

By: \_\_\_\_\_  
*Name:*  
*Title:*

**CLIENT**, PLEASE RETURN ONE SIGNED COPY OF AGREEMENT AS AUTHORIZATION TO PROCEED AND SEND ALL AGREEMENT RELATED CORRESPONDENCE TO:

**Ed Melo, P.E.**  
**Associate Principal/Director of Civil Engineering**  
**Brandow & Johnston, Inc.**  
**700 South Flower Street, Suite 1800**  
**Los Angeles, CA 90017**  
**emelo@bjsce.com**

Revised April 11, 2017  
April 10, 2017

Mr. Richard Berliner AIA, LEED AP Principal  
Prithwish Gupta RA  
Project Architect  
Berliner Architects  
5976 Washington Blvd.  
Culver City, California 90232

Subject: Fee Proposal for Structural Services for Magnolia Charter School Gymnasium construction

Dear Richard and Prithwish;

It is our understanding that Magnolia Charter schools is planning to move forward with bidding the Santa Ana gymnasium that was de-scoped from the original project after DSA approval. In connection with this the following scope of work is anticipated:

1. Create a bid document with related DSA approved documents for the Gymnasium. This will consist of crossing out information that does not apply to the gymnasium.
2. The bid document may need to be submitted to DSA and be approved by DSA for informational purposes only. It is not anticipated that the drawings will be plan checked again by DSA.
3. Provide Construction Administration Services for the Gymnasium, including up to 3 site visits. Additional site visits will be based on \$750/visit basis.

In developing this fee proposal we have assumed the following:

- a. There will be no revisions to current design of the Gymnasium
- b. The building code in effect will remain as CBC 2010
- c. There will not be any corrections or comments from DSA to address.

## **FEES:**

We anticipate performing the following tasks in addition to those listed above;

Review of the following material by a lead person (Senior Project engineer or project engineer and select supporting staff to familiarize themselves with the project:

- a. All drawings including architectural MEP, and Structural
- b. The spec and correspondent to date
- c. Computer models and calculations to develop an understanding of the assumptions that were made for design

In addition relevant documents will be reviewed by the Principal in charge to refresh understanding of the project for the purpose of supervising the project

We propose an additional lump sum fee as presented below to provide the above services plus reimbursable expenses subject to the assumptions and tasks noted above in the project description.

Items 1 through 3: \$ 33,000 plus reimbursable expenses

Should DSA plan check be required we will perform the work on time and material

We hope this proposal is acceptable. However, should you have any questions please do not hesitate to contact us. We look forward to working with you and the team on this project.

Sincerely,

**SAIFUL/BOUQUET, INC.**



Mehran Pourzanjani S.E.  
Principal,

CC. Shahram Salmasi SE/SBI



LANDSCAPE ARCHITECTS

**NOTICE OF ADDITIONAL SERVICES #1**

<b>DATE</b>	JANUARY 22, 2016	<b>FROM</b>	WENDY CHAN
<b>CLIENT</b>	BERLINER ARCHITECTS	<b>CC</b>	EVAN MATHER, LINDA DALEY
<b>PROJECT</b>	MAGNOLIA PACIFIC TECHNOLOGY SCHOOL		
<b>PROJECT #</b>	112047		
<b>REQUESTED BY</b>	KAI TELLESS		

Based on the information provided to us, we reviewed the additional work required to revise the landscape construction documents. The requested changes require more time than can be absorbed by the present contract. The following is a description of the requested revisions and a fee proposal for our completion of the work.

**Description of Additional Services**

Magnolia Science Academy – Gymnasium Re-bid

1. Planting and irrigation revisions to the construction documents due to deduction of the area designated as the Gymnasium limit of work.
2. Create planting and irrigation bid construction documents and specifications for the “Gymnasium Re-bid” scope of work.
3. Work relating to Construction Administration services such as bidding process, submittal review, and field observation for “Gymnasium Re-Bid” scope of work.

**Cost for Additional Services: \$6,500****Client Approval of Additional Service**

Services described herein will be provided upon receipt of Client’s written authorization. Sign below to confirm your approval of the above Additional Services description and fees. Return the signed document to us. Retain a copy for your records.

CLIENT  
**Berliner Architects**

LANDSCAPE ARCHITECT  
**AHBE Landscape Architects**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED



## DESIGN WEST ENGINEERING

Date: April 10, 2017

Company: Berliner Architects  
5976 Washington Blvd.  
Culver City, CA 90232

Attention: Richard Berliner

Subject: Magnolia PTS Charter School  
Gymnasium Re-Bid  
Our Proposal #12-269 AS-1

### **PROPOSAL FOR ENGINEERING SERVICES – AS-1 GYMNASIUM RE-BID**

The following proposal is based on plans and information received to date. If accepted, this proposal will become the contract for services rendered.


We intend to provide Mechanical, Electrical, Plumbing and Fire Sprinkler Engineering Services for the Magnolia PTS Charter School project for Gymnasium Re-Bid in the amount of **\$14,875.00**. Services to include revision of existing DSA approved sheets as necessary to perform re-bid, update of the plans from any lessons learned from Phase 1 of project and additional Construction Administration scope required for the now staggered construction schedule. Construction Administration includes 3 CA Site Visits.

Payment for services rendered outlined above shall be as stated in the original contract for the above referenced project.

In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

If the above terms and conditions meet with your approval, please acknowledge below by signing and returning a copy to our office.

Respectfully,

  
Steven Johnson  
Design West Engineering

Accepted by: \_\_\_\_\_

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

Client Job Number \_\_\_\_\_

DWE Proposal Number 12-269 AS-1

If any portion of this transmission is illegible or incomplete, please notify our office



# CONSTRUCTION MANAGEMENT CONSULTING AGREEMENT

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This Construction Management Consulting Agreement (this "Agreement") is entered into on August 16, 2017 by and between Magnolia Public Schools (the "Owner"), and GAFCON, INC., a California corporation ("Construction Manager") concerning the project set forth on Exhibit A ("Project"). The Owner and the Construction Manager agree as follows:

## 1. SERVICES

1.1 The Construction Manager shall provide pre-construction and construction management services as set forth in the Scope of Work attached as Exhibit A.

## 2. CONSTRUCTION MANAGER'S FEES AND REIMBURSABLE EXPENSES

2.1 The Owner shall pay the Construction Manager a not to exceed fee in the amount of One Hundred Eighty-Three Thousand Six Hundred Nineteen Dollars (\$183,619.00). Work will be performed in accordance with the hourly rates set forth attached as Exhibit B. Work will be substantially completed within three hundred sixty-five (365) calendar days from Notice to Proceed (NTP).

2.2 **Reimbursable Expenses:** The Owner shall reimburse the Construction Manager for all out-of-pocket expenses associated with the Scope of Work, plus an administrative fee equal to ten percent (10%) of the expenses. The following are examples of the various expenses that are typically related to the Construction Manager's services; however, these examples are not intended to be inclusive of all potential reimbursable expenses:

- (a) Postage, shipping, couriers, telephone expenses, facsimiles and copies.
- (b) Blueprinting, photo reproducing and photography for jobsite surveys or related activities.
- (c) Mileage costs for additional services shall be charged at the prevailing IRS rate to and from the project site and the Construction Manager's office. Normal travel for services under this agreement will not be charged.
- (d) Software licenses, support and maintenance fees related to the services.
- (e) Telecommunications, internet and hosting fees, not including normal and customary phone charges.
- (f) Office set-up for new site locations including but not limited to, physical location rentals, furniture and technology rentals, equipment rental/leases and moving expenses.

In the event the Owner terminates the Construction Manager's services prior to the expiration of this Agreement, the Owner shall reimburse the Construction Manager for all of the previously incurred reimbursable expenses

2.3 **Invoicing:** The Owner shall pay each invoice within thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days will accrue interest at the annual rate of seven percent (7%) until paid.



### 3. TERM

3.1 **Initial Term:** The term of this Agreement shall commence on the date set forth above. The Construction Manager's obligations to perform the services shall terminate upon the earlier of the following: (a) completion of the Scope of Work, (b) termination by the Owner, in accordance with Section 3.2, below or (c) termination by the Construction Manager in accordance with Section 3.3, below. Upon termination, the Construction Manager shall immediately stop performing the services and shall generate a final invoice for fees and reimbursable expenses incurred up until the date of termination.

3.2 **Termination by the Owner:** The Owner, may terminate this Agreement (except for those provisions of this Agreement that survive termination) at any time for any reason by (a) giving fifteen (15) days' written notice to the Construction Manager.

3.3 **Termination by the Construction Manager for Cause:** The Construction Manager may terminate this Agreement if: (a) the Owner, fails to pay the Construction Manager's invoice within thirty (30) days of the invoice date, and is given ten (10) days written notice to cure but does not cure or (b) the Project scope is materially changed or completion of the Project is delayed by more than three (3) months, or (c) the Owner, breaches any of its material obligations under this Agreement and fails to cure the breach within fifteen (15) days of written notice of such breach.

### 4. THE OWNER'S DUTIES

4.1. **Authorized Representative:** The Owner's instructions to and direction of the Construction Manager shall be made and given by Jonathan Dean (the Authorized Representative"). The Construction Manager may rely on the instructions or direction of the Authorized Representative. Any change of the Authorized Representative must be made in writing by the Owner.

4.2. **Indemnification by the Owner:** The Owner, shall defend, indemnify, and hold harmless the Construction Manager and its principals, directors, officers, agents, employees, parents, subsidiaries and other affiliates, and each of their respective successors and assigns from and against any and all damages, claims, lawsuits, proceedings, actions, costs and expenses (including, without limitation, attorneys' and other the Construction Managers' fees and reimbursable expenses) to the extent found to be caused by of the Owner's gross negligence or intentional misconduct. The obligations set forth in this paragraph survive the termination of this Agreement, or the completion of the services.

4.4 **Agreement with Contractor(s):** The Owner, agrees to require in its contract with the Contractor(s) that the Contractor(s) specifically name Gafcon, Inc. as an additional insured on Contractor(s) policies by an ISO endorsement CG 2010 4/13 and CG 2037 4/13 combination or its approved or equivalent and that the Contractor(s) provide that same indemnification to Gafcon, Inc. as it provides to the Owner.

### 5. INDEMNIFICATION BY THE CONSTRUCTION MANAGER.

5.1. **Indemnity by The Construction Manager:** The Construction Manager shall defend and hold harmless and indemnify the Owner, from any and all damages, claims, lawsuits, proceedings, actions, costs and expenses to the extent found to be caused by the Construction Manager's gross negligence or willful misconduct or failure to materially perform under this agreement. The

Construction Manager is not in any way responsible or liable for defects or deficiencies in the work product of any consultant, contractor, subcontractor, or material supplier in connection with the Project. The Construction Manager shall not be held responsible for the errors, omissions, defects, or failures of the Owner, its contractors, consultants, subcontractors, or material suppliers for their failure to perform their services in accordance with their contracts, applicable building codes, or other standards of care.

5.2. **Limitation of Liability:** In no event may the Construction Manager or Owner be liable to each other for any special or consequential damages, either in contract or tort, whether or not the possibility of such damages is disclosed to the Construction Manager in advance or could have been reasonably foreseen by the Construction Manager.

## 6. THE CONSTRUCTION MANAGER'S INSURANCE REQUIREMENTS.

6.1. **The Construction Manager's Insurance:** At all times while performing the services, the Construction Manager shall maintain policies of errors and omissions, vehicle and general liability insurance and worker's compensation insurance. The Construction Manager's liability insurance must identify the Owner, as an additional insured and provide for notice to the Owner, from the insurance carrier at least thirty (30) days before the cancellation of the policy. The Construction Manager shall provide general liability and automobile insurance coverages of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. The Construction Manager shall specifically name the "Magnolia Public Schools" as an additional insured on Contractor(s) policies by an ISO endorsement CG 2010 4/13 and CG 2037 4/13 or its approved equivalent.

6.2 **Workers Compensations Insurance:** The Construction Manager shall maintain worker's compensation insurance for all its employees performing work on behalf of the Construction Manager for the Owner.

## 7. GENERAL PROVISIONS

7.1. **The Construction Manager as Independent Contractor:** The Construction Manager shall perform the services as an independent contractor having control over the manner in which the services are performed.

7.2. **Non-Solicitation of Employees:** The Owner may not solicit or hire any of the Construction Manager's employees or contractors within one (1) year after the completion of all of the Construction Manager's Scope of Work.

7.3. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of California, irrespective of California's choice of law principles.

7.4. **Further Assurances:** Each party to this Agreement shall execute and deliver all instruments and documents and take all actions as may be reasonably required or appropriate to carry out the purposes of this Agreement.

7.5. **Venue and Jurisdiction:** All actions and proceedings arising in connection with this Agreement shall be litigated exclusively in the Superior Court located in the County of Orange, State of California.

7.6. **Counterparts and Exhibits:** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one (1) contract. All exhibits attached to and referenced in this Agreement are incorporated into this Agreement.

7.7. **Attorney's Fees:** The prevailing party in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement shall recover from the unsuccessful party all costs, expenses, and actual attorney's fees (including expert witness fees and reimbursable expenses) relating to or arising out of: (a) the Proceeding (whether or not the Proceeding proceeds to judgment), and (b) any post judgment or post award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorney's fees.

7.8. **Modification:** This Agreement may be modified only in writing executed by both parties.

7.9. **Prior Understandings:** This Agreement contains the entire and final Agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to the subject matter.

7.10. **Partial Invalidity:** Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability.

7.11. **Successors and Assigns:** Neither party may voluntarily or by operation of law assign, hypothecate, delegate or otherwise transfer or encumber all or any part of its rights, duties or other interests in this Agreement without the prior written consent of the other party. Any such transfer in violation of this paragraph is void. Subject to the foregoing and any other restrictions on transferability contained in this Agreement, this Agreement is binding upon and inures to the benefit of the successors and assigns of each party to this Agreement.

7.12. **Notices:** Each notice and other communication required or permitted to be given under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon: (a) hand delivery to the other party, (b) three (3) business days after the Notice has been deposited with the United States postal service as first class certified mail, return receipt requested, postage prepaid, and addressed to the party as set forth below, or (c) the next business day after the Notice has been deposited with a reputable overnight delivery service, postage prepaid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Owner:

Ms. Caprice Young, CEO & Superintendent  
MAGNOLIA PUBLIC SCHOOLS  
250 E. 1<sup>st</sup> Street, Suite 1500  
Los Angeles, CA 90012  
(213) 628-3634  
cyoung@magnoliapublicschools.org



To the Construction Manager:

Mr. Robin Duveen, Chief Operating Officer  
GAFCON, INC.  
5960 Cornerstone Court West, Suite 100  
San Diego, California 92121  
858.875.0010  
rduveen@gafcon.com

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive Notices given in accordance with this paragraph.

7.11. **Waiver:** Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

7.12. **Drafting Ambiguities:** Each party to this Agreement and its legal counsel have reviewed and revised this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

7.13. **Third Party Beneficiaries:** Nothing in this Agreement is intended to confer any rights or remedies on any person or entity other than the parties to this Agreement and their respective successors-in-interest and permitted assignees, unless such rights are expressly granted in this Agreement to another person specifically identified as a "Third Party Beneficiary."

Owner:

Construction Manager:

MAGNOLIA PUBLIC SCHOOLS

GAFCON, INC.,  
a California Corporation

  
\_\_\_\_\_  
Caprice Young, CEO & Superintendent

  
\_\_\_\_\_  
Robin Duveen, Chief Operating Officer

09/11/17

Date

oal/oult

Date

APPROVED BY LEGAL

## EXHIBIT A

### I. PROJECT DESCRIPTION

The scope of the project includes construction of the Gymnasium building, connecting utilities for the pull boxes already existing at the site as shown in the drawings and portion of site work including lunch tables, benches and 2 shade structures as shown in drawings/specifications.

The gymnasium building is a 6,509 sqft, Type V A, fully sprinklered building with automatic fire alarm system. It is a CMU building with steel and metal deck roof structure and metal stud framing.

The drawings and specifications including the general conditions are already approved by DSA, see APP 04-112861 in the tracker. DSA box is already operational based on the completed school building is still in operation. Portion of the DSA approved buildings and site is already built. The area built is already updated in the DSA box by the IOR and the A-E consultants and has no deviations. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

The building pad is already available, built during the construction of the school building and the associated site work and certified by the owner's Geotechnical engineer. The owner to provide the certification.

The school is operational and the area of the construction must be fenced off to ensure proper safety and functioning of the existing school and their needs. The CM firm shall determine and provide a special condition section that deals with special site conditions of this project including issue related to site access to the construction site, staging areas, protecting the already built elements, construction related safety, maintaining access to the fire lane, etc. Please note that part of this project is closed and obtained DSA certification #1 for the DSA project APP 04-112861.

The duration of construction for the Gymnasium and associated site work is anticipated to be nine (9) months. The overall project is anticipated to be twelve (12) months inclusive of bid/award, construction and close-out phases.

### II. SCOPE OF WORK

#### A) GENERAL

- 1) Work with Magnolia Public Schools staff, architects, consultants, general contractors, sub-contractors and all other required agencies for the successful completion of a State funded project;
- 2) The consultant and assigned personnel selected will be precluded from performing architectural or construction services;
- 3) Assist the Charter and in determining construction budget and cost estimates; and,

- 4) Work with the Charter 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 Charter.

#### B) BID/AWARD CONSTRUCTION MANAGEMENT PHASE

- 1) Assist Magnolia in its efforts to generate local bidder participation in the construction program, and provide information regarding upcoming projects to local bidders.
- 2) Coordinate and assist the Charter in the generation of "request for advertisement" forms for projects entering the bid process. The Charter shall place public advertisements for upcoming project bids;
- 3) Develop and issue project specifications and general conditions in cooperation with Architect and Owner's Authorized Representative;
- 4) Coordinate and conduct, in conjunction with the Charter and its architect, project pre-bid conference(s);
- 5) Coordinate with the Charter and its consultant(s) to document and formally respond to bidder inquiries. Work with the architect to issue addendum documents for bid packages, when necessary. Advise the Charter of cost, schedule and construction impacts resulting from the inclusion of addendum documents for bid packages;
- 6) Assist the Charter and the Charter's architect in the issuance of the Notice of Award and Notice to Proceed for each construction contract.

#### C) CONSTRUCTION MANAGEMENT PHASE

- 1) Consultant and assigned personnel shall be fully experienced in the coordination of construction projects utilizing identified construction delivery methodologies;
- 2) In conjunction with the Charter and the Charter's architect, coordinate and conduct project pre-construction conferences
- 3) Consultant and assigned personnel shall work with Charter and its architects 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 the Charter's representative along with other consultants, including the Charter's architects and inspectors, for the administration of the construction contract(s) as provided under the General Conditions of each project. When appropriate, make recommendations to the Charter for exercising the Charter's prerogatives under the construction contract(s) for the project;



- 5) Implement and coordinate the Charter's construction standards. Consultant 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, requests for information (RFI), change orders, claims, etc. The consultant, working with the Charter and its architect, must assist with the development and maintenance of a cost loaded multiple 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 Charter or its other consultants and representative(s);
- 7) Along with the project architect and Owner's Authorized Representative, coordinate activities with the Charter's Inspector(s) of Record ("IOR") for each project and other technical inspection and testing agencies. 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 the Charter, the Charter's architect, 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 the Contractor's monthly schedule update and progress payment request. Review and confirm monthly Contractor payment requests with Charter architect and IORs. 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 or recovery schedule(s), where appropriate or advisable. Review certified payroll and verify compliance with applicable (e.g., administrative) guidelines, as requested or directed by Charter
- 11) Work with the Charter's architect in the evaluation of contractor change order proposals ("Change Orders") for time and price, and make recommendations for Charter action. Assist the Charter and Charter architect 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, as requested by Charter;
- 12) Prepare, file, and distribute Project Status Reports as requested by the Charter. 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 the Charter and Charter architect regarding appropriate action and response to contractor claims. If requested by the Charter, negotiate claims from the Contractor on the behalf of the Charter, including recommendations concerning settlement, in conjunction with and subject to recommendations of Charter legal consultants;

- 14) Coordinate the receipt and storage of Charter-furnished, contractor installed materials and equipment;
- 15) Assist and coordinate with the Charter architect and IOR to prepare a "punch list" of items pending substantial and final completion of a project(s). Verify to Charter and Charter architect the contractor(s) completion and corrective action for each punchlist 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 the Charter in the occupancy of the completed project or portions thereof.

#### D) CONTRACT CLOSE-OUT

- 1) In association with the Charter's architect and Owner's Authorized Representative, receive and review operations and maintenance manuals, and warranties and guarantees as required under the contract provisions.
- 2) In association with the Charter's architect and Owner's Authorized Representative, receive and review project record drawings and as-builts, and assist the Architect and Contractor in the filing of these documents with the Charter. (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 Charter personnel, and verify that the Contractor's obligations are fulfilled.
- 4) Make a final review of the project(s) in conjunction with the Charter's architect, Owner's Authorized Representative and IOR at the conclusion of all corrective action. Provide a report to the Charter 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 the Charter's architect and other Charter representatives or staff.
- 5) Assist the Charter and the Charter's architect in the preparation and submittal of the final project accounting and closeout report(s) including (but not limited to) all Division of State Architect ("DSA"), 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 the Charter and Charter architect with one (1) year post construction follow-up for Contractor warranty and guarantee items.





## EXHIBIT B

### 2017 GAFCON HOURLY RATE SCHEDULE

Principal-in-Charge	\$265/hr
Construction Manager	\$160/hr
Assistant Construction Manager	\$115/hr
Charter School Advisor (as-needed)	\$170/hr
Estimator	\$150/hr
Scheduler	\$130/hr



7.31.2017  
**REQUEST FOR  
PROPOSALS**

**MAGNOLIA SCIENCE ACADEMY, SANTA ANA  
CONSTRUCTION MANAGEMENT SERVICES | GYMNASIUM PROJECT**





July 31, 2017

Frank Gonzalez  
c/o Magnolia Education & Research Foundation  
250 E 1st Street, Suite 1500  
Los Angeles, CA 90012

**RE: Proposal for Construction Management Services for  
Gymnasium**

Dear Mr. Gonzalez:

Magnolia Public Schools (Charter) is adding to the quality of education by constructing a new Gymnasium to complement the new Magnolia Science Academy in Santa Ana. This Gymnasium will require a Construction Manager who understands the unique challenges of working on an active campus and the ability to coordinate construction within tight site constraints.

Gafcon, Inc. (Gafcon) has worked with several similar school districts, including **Our Community Charter School, Accelerated Charter Schools** and **Ocean Charter School**, providing construction and project management advisement for complex projects powering our local, vibrant school communities. This means that the Gafcon team has a wealth of lessons-learned and benefits to offer the Charter in order to support your goals in a cost-effective manner. We explore just a few below.

Gafcon is an established firm with **30 years of experience delivering public works projects**. Within that time, we have contributed our expertise to **more than \$46B in education bond programs throughout Southern California** – making Gafcon a leader in the delivery of school facilities. This experience will benefit the Charter by having a wealth of resources at your fingertips who are exceptionally **knowledgeable of applicable laws and requirements for K-14, higher education, and other public works projects**.

Our team will be led by **Principal-in-Charge, Ron Takaki, AIA, LEED AP**, our primary point-of-contact for the Charter. He offers exceptional executive management oversight experience for K-14 clients, working with owners to understand their goals and how best to meet their needs. Ron is joined by **Construction Manager Mike Lengyel**, who has delivered **hundreds of facilities projects, including fitness centers and gymnasiums, for schools throughout Southern California**. We have also included **Charter School, Ray Rodriguez**, for his **specialized expertise in delivering charter school projects** and successful 25+ year history delivering projects both as a consultant and working directly for California school districts. The team offered within provides the Charter an incredible depth of expertise delivering value-centric customized approaches and methodologies that achieve our clients' goals, leveraging K-14-based lessons-learned to provide immediate value to the Charter.

Gafcon offers the Charter a team of **true construction managers** with experience delivering projects similar to the Charter's Gymnasium. This experience means that we are ready to add value to your project the moment our boots hit the ground. And our boots are ready and waiting.

Sincerely,  
**Gafcon, Inc.**

Robin Duveen  
Chief Operating Officer



## Proposal for Construction Management Services, MSA Santa Ana Gym Project

July 31, 2017

#### A. FIRM CONTACT

##### **Gafcon, Inc.**

Ron Takaki, VP Operations  
600 Wilshire Boulevard, Suite 950  
Los Angeles, CA 90017  
818.645.9087  
RTakaki@gafcon.com

#### B. LICENSES

- **Legal Form:** California C Corporation, 1987
- **Firm Principals:** Yehudi Gaffen, CEO; Robin Duveen, COO
- **Total Employees:** 120

#### C. RESUMES OF FIRM'S PRINCIPALS

##### **Yehudi "Gaf" Gaffen, Chief Executive Officer**

Gaf has more than 35 years of program and construction management experience. In 1987, Gaf formed Gafcon, Inc. to fulfill his vision of bringing together motivated and talented professionals to serve clients in all aspects of construction and development. Under his leadership, Gafcon has grown into one of Southern California's most respected program/construction management firms. Gaf has contributed to the success of over \$15B worth of education programs and projects. The Charter will have his focused and continuous attention from beginning to end to monitor and oversee the quality and responsiveness of our services. Gaf holds a Bachelor of Science in Building Science, University of Cape Town, Republic of South Africa.

##### **Robin Duveen, Chief Operating Officer**

Robin has more than 20 years of experience in program, project and construction management. Robin has a great working relationship with the owners, architects, contractors and consultants. Robin is noted for his ability to lead, manage, motivate, and inspire project teams to produce at exemplary performance levels. He places a high priority on quality, budget / cost planning and control, schedule management and contract management. As COO, Robin is responsible for overall operations of the firm. Prior to his position as COO, Robin was responsible for Gafcon's Los Angeles Operations and was the Program Manager on the \$300M Sweetwater Union High School District bond program. Robin has a Bachelor of Science Degree in Construction Management from Cape Technikon University.

#### D. KEY PERSONNEL

Resumes for our proposed personnel have been included in the following pages.





# RON TAKAKI, AIA, LEED AP

Principal-in-Charge

**Value to the Charter //** Ron has more than 35 years of executive level experience leading architectural and engineering teams in the design of large, complex projects.

In his role of VP of Project Operations, Ron oversees operations and management responsibilities on Gafcon construction projects including resource management, productivity, project reporting, and professional development. Ron also leads Gafcon’s Program Management Plan standardization, QA/QC, and oversees employee professional development and training.

**Project-Specific Responsibilities //** Ron will be the Charter’s principal point-of-contact. He will make sure that the Charter and the team have the resources necessary to manage your project.

## DETAILED WORK EXPERIENCE

**The Accelerated Schools, Los Angeles //** Accelerated Charter Elementary School (ACES) // \$26M // Los Angeles, CA // Principal  
The project added 50,000 SF of classroom, administrative, multi-use, food service and outdoor athletic and play-spaces over a subterranean parking structure. The project is located in a tight urban site, located adjacent to \$65 million first phase of The Accelerated School (middle and high school), where Gafcon was also construction manager.

**University of California, Los Angeles //** Weyburn Terrace Graduate Student Housing // \$102M // Los Angeles, CA // Senior Project Manager  
The project added 275,000 gross square feet of space in two new buildings in the southwest zone of the campus. The project included a residential development, which varies in height from six to nine stories and accommodates 500 studio apartment units, and a commons building that houses meeting and reception spaces, administrative offices and academic and student support functions. Ron provided constructability review on this LEED Gold Project.

**Grossmont- Cuyamaca Community College District //** Performing Arts Center - Phase 1 // \$35M // San Diego, CA // Oversight  
Phase 1 of this project includes the removal of Buildings 22 A-C and construction of a new 38,680 sq ft 390 seat teaching and performance theater. Ron successfully provided design and constructability review services on this project.

.....  
**Est. Time Devoted to the Project**  
5%

.....  
**Years with Gafcon**  
14

.....  
**Number of Similar Projects**  
50+

.....  
**Education**  
BS, Architecture,  
California Polytechnical  
University San Luis  
Obispo

.....  
**Registration**  
American Institute of  
Architects, Registered  
Architect  
  
U.S. Green Building  
Association, LEED AP

# MICHAEL LENGYEL

Senior Construction Manager



**Value to the District** // Michael has been a design and construction project manager for the past 27 years and has a broad-base of project management experience in educational facilities and public work projects. He has delivered several successful gymnasium projects, a few of which are highlighted below.

**Project-Specific Responsibilities** // Michael will be your boots-on-the-ground, monitoring construction and providing solutions and recommendations to keep your project on track for a successful delivery. He will be the main point-of-contact for the Charter, communicating and reporting on the project's progress.

## DETAILED WORK EXPERIENCE

**Los Angeles Unified School District** // District C, District H, LAUSD Central and New Facilities // \$500M // Los Angeles, CA  
Michael led the successful delivery of several **gymnasium** modernization projects for the District, including Jefferson and Roosevelt Elementary Schools. Construction took place on active and operational campuses.

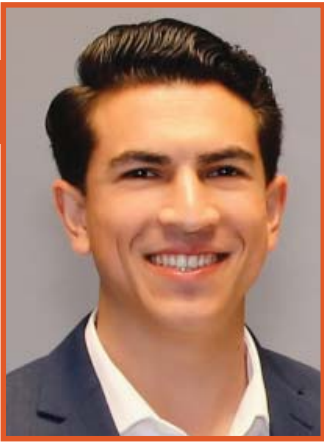
**University of California, Santa Barbara** // Recreation Center & Aquatic Complex // \$12M // Santa Barbara, CA // Project Management Principal  
80,000 sq ft Type III facility, consisting of racquetball courts, weight rooms, **two gymnasiums**, locker room, administrative offices and two Olympic-size pools.

**University of Southern California** // Events Center // \$14M // Los Angeles, CA // Project Management Director  
110,000 sf, Type I Athletic Center, consisting of **gymnasiums**, locker rooms, racquetball courts, and offices.

**University of California, Santa Barbara** // University Center Expansion // \$48M // Santa Barbara, CA // Senior Project Manager  
Expansion and renovation totaling 105,000 SF consisting of administrative offices 33, 000 SF of retail space six food courts, conference center ADA and Life Safety up-grades to the facility.

**Orange Unified School District** // Canyon High School Modernization// \$69.6M // Orange, CA // Senior Construction Manager  
Though still in the early stages, Michael has been able to look ahead to safeguard the project's budget, realizing the increasing price of steel could have a negative impact. He was able to propose a cost-effective solution that offered an opportunity for the district to **save time on the construction schedule**.

- .....  
**Est. Time Devoted to the Project**  
20%
- .....  
**Years with Gafcon**  
6
- .....  
**Number of Similar Projects**  
100+
- .....  
**Education**  
AA, Architecture, Stevens College of Technology
- .....  
**Certification**  
LAUSD Owner's Authorized Representative  
OSHA Certified



# DAVID RUDGE

Assistant Construction Manager

**Value to the Charter** // David has proficient training in various BIM programs (Revit and Navisworks), which were recently utilized in consulting on a multi-family project in El Monte, CA. He also recently lead a construction forensic investigation at a \$130 million resort hotel project in Santa Barbara, CA, where his team was responsible for resolving a deficient domestic hot water supply problem. His strengths lie in organization, adaptiveness, and a professional, yet approachable, demeanor.

**Project-Specific Responsibilities** // David will support Michael by assisting with the project schedule and budget, reviewing change orders and pay applications, assisting in regular and timely reporting of the construction progress, promoting open communication and collaboration between all parties of the construction to ensure that projects are completed with minimal disruptions and delays. David will also be responsible for administrative tasks, such as entering accurate up to date information in the Gafcon Project Management Information System and assisting the Construction Manager as needed.

## DETAILED WORK EXPERIENCE

**Los Angeles Community College District** // BuildLACCD Program // \$9.6B // Los Angeles, CA // Virtual Design and Construction Manger  
For the past year, David has been supporting several facilities projects within the LACCD bond program. These projects have included:

- City College - Da Vinci Hall Building
- Valley College - Valley Academic and Cultural Center Building
- Trade Technology - Art and Culinary Arts Building
- East Los Angeles - College Science and Math Building G8
- Southwest College - School of Sciences Building
- Trade Technology - Construction Technology Building

**Private Country Club** // Club House Construction // \$62M // Newport Beach, CA // Assistant Project Manager

**Traditions Gold Club** // Fitness Center // La Quinta, CA // Design and Constructability Reviewer

.....  
**Est. Time Devoted to the Project**  
 50%

.....  
**Years with Gafcon**  
 1

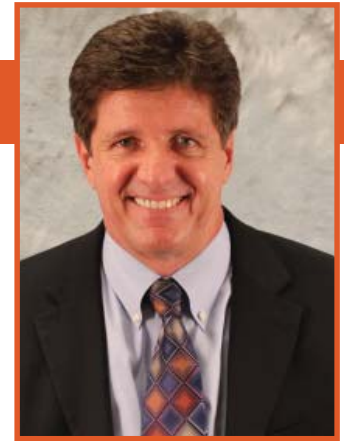
.....  
**Number of Similar Projects**  
 8

.....  
**Education**  
 BA, Construction Technology, Orange Coast College



# HENNIE DEGENAAR, AVS, CPE

Senior Estimator



**Value to the District** // Hennie has more than 35 years of construction experience and is an expert in all aspects of estimating, value engineering, cost consulting and construction project management for major public and private projects in horizontal and vertical construction. Hennie has developed estimates for all stages from concept and design to construction documents. Additionally, he has performed cost estimate reviews, verification of change order costs, and cost analysis and engineering. Hennie has received awards from the American Society of Professional Estimators for Estimator of the Year and Chapter President of the Year.

**Project-Specific Responsibilities** // Hennie will provide the Charter and Gafcon team with cost estimating and analysis, value engineering and constructability services during the pre-construction phase. Hennie has provided these services to multiple education construction bond programs as an owner’s representative, construction manager, and as a general contractor. In conjunction with the Charter and Architect, Hennie will review current budget of the construction cost. He will also review and evaluate the current costing information for the project and provide supplement information as needed.

## DETAILED WORK EXPERIENCE

### Ocean Charter School // Los Angeles, CA // Senior Estimator

Hennie provided preliminary cost estimating for the proposed Ocean Charter School, which included a 10,500 SF **gymnasium** and multi-purpose building.

### Los Angeles Unified School District // Central High School #9 // \$87.8M // Los Angeles, CA // Senior Estimator

The project included the construction of a three-story Fine Arts building, cafeteria, four-story dance and administration facility, two-story **gymnasium**, library, two-story music/amphitheater, four-story theater, four-level partially below grade parking; site improvements of the 9.97 acre site, and off-site improvement of adjacent streets.

### San Diego Unified School District // Cadman Elementary School Classroom Upgrades // \$1.5M // Senior Estimator

The project included demolition and site work and the construction of a library, **lunch court**, **shade structures**, bathrooms, classrooms, and instructional support spaces.

### San Diego Unified School District // Webster Elementary School Classroom Upgrades // \$3.1M // San Diego, CA // Senior Estimator

The project included demolition and site work and the construction of a library, lunch court, covered walkways, bathrooms, classrooms, and instructional support spaces.

.....  
**Est. Time Devoted to the Project**

5%

.....  
**Years with Gafcon**

9

.....  
**Number of Similar Projects**

100+

.....  
**Education**

BS, Quantity Surveying, University of Pretoria

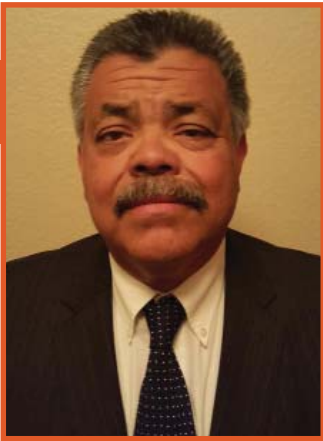
.....  
**Certifications**

Certified Professional Estimator (CPE), American Society of Professional Estimators (ASPE)

Associate Value Specialist

Project Management Certificate and Financial Management Certificate, University of Pretoria, South Africa

OSHA 30-Hour



# KIM ROMERO

Senior Scheduler

**Value to the Charter** // Kim has more than 20 years of experience in scheduling. He has prepared resource- and cost-loaded master program and project-specific schedules for College and K-12 educational new construction buildings and 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.

**Project-Specific Responsibilities** // Kim will provide CPM scheduling support to the Construction Management team.

## DETAILED WORK EXPERIENCE

**Grossmont-Cuyamaca Community College District // Bond Program // \$605M // El Cajon, CA // Senior Scheduler**

Kim is providing estimating services for various construction projects for the Bond program

**Los Angeles Community College District // Mission College // \$47M // Sylmar, CA // Senior Scheduler**

Kim is managing the construction schedule for the \$32 million Media Arts Building, and campus wide modernization and renovation projects totaling \$15 million for Los Angeles Mission College. The projects include design-bid-build and design-build contracts for new construction and modernization/renovation projects from NTP through Commissioning and Closeout. He is responsible for creating, updating and monitoring the Los Angeles Mission College master schedule. He is also responsible for 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 and reviewing the contractor's requests for time extensions, preparing cash flow projections and preparing schedule reports.

**Hacienda La Puente Unified School District // Modernization Program // \$125M // City of Industry, CA // Document Controls Manager/Scheduler**

This project involved the renovation and modernization of four elementary schools. Kim provided cost and schedule reporting to the construction managers, and oversaw a staff of four document controls engineers.

.....  
**Est. Time Devoted to the Project**  
2%

.....  
**Years with Gafcon**  
2

.....  
**Number of Similar Projects**  
25+

.....  
**Education**  
Accounting, Carter Business School

.....  
**Certification**  
Certified Primavera User  
Certified OAR

# RAY RODRIGUEZ

Charter School Advisor (As-Needed)



**Value to the District** // For the past four years, Ray has worked with San Diego Unified School District as a specialist in Charter School project delivery. He brings a unique background that includes working both as a consultant as well as a district-employee, and understands the exact challenges faced by public school administrators, specifically within a Charter School environment. He has worked on several locally-funded and partially state-funded (Prop 1D) projects building elementary and middle schools as well as adding classrooms. Additionally, Ray has represented charter schools as a construction expert in lawsuits against contractors for construction defects and negligence.

**Project-Specific Responsibilities** // As Advisor, Ray is available to the team to lend his expertise and extensive lessons-learned to improve the delivery of your Gymnasium project.

## DETAILED WORK EXPERIENCE

### San Diego Unified School District // Propositions S & Z Bond Programs // \$4.9B // San Diego, CA // Senior Project Manager

For the last three years, Raymond has specialized in helping SDUSD develop its **charter school construction and modernization projects**, managing upwards of 25 concurrent projects and overseeing other projects in the program. His projects are funded by Proposition Z, from which SDUSD set aside \$350 million specifically for charter schools. As project manager, he oversees projects from the initial pre-schematic phase through project close-out. Responsibilities include updating schedules and budgets and communicating project status updates with the client. Additionally, Raymond manages the Gafcon Charter School Committee. The primary challenge for these projects is the acquisition of appropriate sites - the CEQA and EIR processes required typically take longer than most sellers are willing to hold properties. Raymond is particularly passionate about charter schools because of the innovative opportunities for programming. He helps the District balance the less stringent requirements for charter schools with their desire to provide quality environments that fall more in line with DSA and other regulatory requirements.

### Los Angeles Unified School District // LA Leadership Academy, Phase 2 // \$6M // Los Angeles, CA // Senior Project Manager

This project involved the conversion of a hospital to a **charter school** with the development of classrooms, a dining/cafeteria space, and playgrounds. Funding was a significant challenge on this project as the school didn't have enough money. Raymond worked with the District and the contractor to develop solutions that would keep work moving on the areas that had funding, while waiting for the remainder of funding to fall into place. This required regular re-alignment of the schedule, including planning shut-downs for holidays.

.....  
**Est. Time Devoted to the Project**  
As-Needed

.....  
**Years with Gafcon**  
4

.....  
**Number of Similar Projects**  
100+

.....  
**Education**  
BA, History, San Diego State University

.....  
**Certifications**  
Facilities Planning Certification Program, University of California, Davis

.....  
**Affiliations**  
Construction Management Association of America  
Coalition for Adequate School Housing  
Council of Educational Facility Planners

## SECTION 3

### Resources



Gafcon has provided a team of qualified resources with the capacity to staff this project; however, we also offer support from 120 staff members with expertise in design management, construction, cost control, construction technology, and just about any discipline that the Charter can imagine. Additionally, our hiring practices and excellent reputation mean that we continually seek and retain top talent who are experienced delivering a variety of services for public projects.

By developing a communication plan with the Charter early on, we will be knowledgeable about what needs the District may be expecting in the coming weeks and months. Our **Principal-in-Charge, Ron Takaki**, will work behind the scenes to make sure that the right resources are ready, right when you need them.

*“The Gafcon team is embedded into our District office spaces, creating a transparent and accessible service environment. Gafcon’s background and experience... has been an invaluable resource.”*

John A. Roach, Ed.D, Superintendent (Ret.)  
Carlsbad Unified School District



## SECTION 4

### Experience in New School Construction Projects

Gafcon has contributed our expertise to **more than \$46B in education bond programs throughout Southern California for some of California's largest and most prestigious K-14 school facilities improvement projects** – most of which involved construction within active campus environments.

Gafcon has an incredible track-record delivering award-winning projects that achieve client goals and proudly represent the community's investment. Under Gafcon's management, San Diego Unified School District, Grossmont Union High School District, San Diego Community College District, and Grossmont Community College District have received **perfect scores from the San Diego County Education Foundation**.

Gafcon has maintained long-term contracts with several education districts, providing services throughout multiple contracts and bond programs. This demonstrates the trust that clients like San Diego Unified School District, Grossmont Union High School District, and Carlsbad Unified School District have in our capabilities to deliver complex programs and owner's representation.

## THE GAFCON DIFFERENCE



Gafcon's experience in programming for K-12 facilities improvement projects and our excellent track-record of providing construction and project management services means that our team has a **comprehensive understanding of how your projects will fit into your overall goals**.



Gafcon is a **true construction management firm** that offers an extensive depth of in-house services that augment and improve the quality of our construction management delivery.



Our pool of **120 resources** offer the Charter **flexible staffing** as your needs change. Additionally, the relationships we have developed with Southern California architects, engineers, and contractors help to support **outreach and collaboration**.



Reporting occurs at many levels throughout the Charter and must be tailored to the specific audience. The projects Gafcon has worked on have received **exceptional scores in transparency** for our comprehensive reporting abilities.

## CARLSBAD UNIFIED SCHOOL DISTRICT

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### Sage Creek High School

This new Collaborative for High Performance School (CHPS) campus features 140,000 SF of three classroom buildings, a library, administrative offices, food services, **gymnasium**, a fine arts building, and an athletic stadium with a press box and concession stands. The 57-acre site also includes 6.2 acres set aside for a biological habitat. This project received the "Best Project Award" in the K-12 category topping more than 100 entries by Engineering News Record.

The school was located on an environmentally sensitive site, which required CEQA coordination. Gafcon negotiated and incorporated mitigation measures from three EIR lawsuits into the project during project, allowing it to receive DSA approval in parallel with completion of the EIR saving 12 months on the schedule. Additionally, our expertise in negotiating with CEQA provisions ensured that the long-term maintenance of local endangered sage would only require minimal monitoring to reduce impact to the District's operations team.



## GROSSMONT UNION HIGH SCHOOL DISTRICT

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### Grossmont High School Student Support and Arts Classroom Building

The project began with the demolition of the original administration building, the old auto shop building, classroom building 100, the Grossmont Resource Center building, the Special Education office buildings and other ancillary structures to make way for a \$13M new, two story, 12,200 SF Student Support Services building and the new, two story, 11,640 SF Arts Classroom building. The area was completely re-graded in preparation for the new buildings. The new Student Support Services building features a dramatic exterior covered space that serves as the main entry point and campus gateway for visitors and students alike. Extensive site work will include additional parking, new accessible pathways and a revamped bus drop off area along with a new toilet building that supports the stadium during events.

### Helix Charter High School Performing Arts Center

This \$15.2M project included the construction of a new, two-story, 34,000 SF performing arts center, including a 410-seat theater with a full fly loft, orchestra pit, lobby, ticketing booth, concessions, and restroom facilities. It also included a 110-seat black box, dance classroom with dressing rooms, digital arts classroom, choral classroom and recital rooms, and instrumental classroom with recital rooms and storage. This facility incorporated sustainable features, including daylighting, operable windows, cool roofing and energy efficient lighting controls and mechanical systems. As such, the facility qualified for San Diego Gas & Electric's Savings by Design program.

## SAN DIEGO COMMUNITY COLLEGE DISTRICT

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### Mesa Commons

Gafcon managed the construction of a new, \$45M two-story, 60,500 SF facility to house the Mesa College campus main food service and dining facilities, bookstore, coffee bar, convenience store, campus shipping & receiving, campus printing and mail services and culinary arts/culinary management program along with assembly space. This project included demolition of two existing buildings, relocation and installation of utilities, and surface improvements.

### Mesa Fitness Center

The \$14.3M center opened in 2016 as the new home of the Mesa College School of Exercise Science, Health Education, Dance and Athletics. The 27,300-square-foot space includes an aerobics studio, weight training room, spinning room, free-weight training lab, athletic training room, a “wet lab” with whirlpools and icing stations to treat injuries, cardio fitness training lab and an office suite. Gafcon provided project management services on this project and also serves as the program manager on San Diego Community College’s Props S & N Bond Program.

## LOS ANGELES UNIFIED SCHOOL DISTRICT

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### Ocean Charter School New Construction

Gafcon provided preconstruction services including preparation of preliminary estimates for this new charter that included a 10,500 SF **gymnasium** and multi-purpose building.



# SECTION 5

## References

### Sage Creek High School

1

**Owner**  
Carlsbad Unified School District  
Benjamin Churchill, Superintendent  
6225 El Camino Real, Carlsbad, CA 92009  
(760) 331-5002  
benjamin.churchill@carlsbadusd.net

**Contractor**  
Balfour Beatty  
Tim Berry  
10620 Treena Street, Ste 300, San Diego, CA  
(858) 635-7400  
tberry@balfourbeattyus.com

### The Accelerated Charter Elementary School

2

**Owner**  
Accelerated Schools  
Johnathan Williams, Founder and CEO  
116 Martin Luther King Blvd., Los Angeles, CA 90011  
(323) 235-6343 x2607  
jwilliams@accelerated.org

**Contractor**  
Pinner Construction Co., Inc.  
Justin Davis, Vice President  
1255 South Lewis Street, Anaheim, CA  
(714) 490-4000  
justind@pinnerconstruction.com

### Helix Charter High School Performing Arts Center

3

**Owner**  
Grossmont Union High School District  
Katy Wright, Executive Director of Facilities  
1100 Murray Drive, El Cajon, CA 92020  
(619) 644-8154  
kwright@guhsd.net

**Contractor**  
Summit DCK  
Brian Contino  
3333 E. Camelback Road., Suite 122, Phoenix, AZ 85018  
(602) 840-7700  
btcontino@dckww.com



### Grossmont High School Student Support and Arts Classroom Building

4

**Owner**  
Grossmont Union High School District  
Katy Wright, Executive Director of Facilities  
1100 Murray Drive, El Cajon, CA 92020  
(619) 644-8154  
kwright@guhsd.net

**Contractor**  
EC Constructors  
Jim Summers  
9834 River Street, Lakeside, CA 92040  
(619) 440-7181  
jim@ecconstructors.com



## Carlsbad High School, Stadium Modernization & New Construction

5

Owner

Carlsbad Unified School District  
Benjamin Churchill, Superintendent  
6225 El Camino Real, Carlsbad, CA 92009  
(760) 331-5002  
benjamin.churchill@carlsbadusd.net

Contractor

McCarthy Building Companies  
Craig Swenson  
6165 Greenwich Dr., Suite 340, San Diego, CA 92122  
(858) 784-0347, etc. 74504  
cswenson@mccarthy.com



## Miramar Student Resource and Welcome Center

6

Owner

San Diego Community College District  
Chris Manis, Vice Chancellor, Facilities  
3375 Camino Del Rio S., San Diego, CA 92108  
(619) 388-6546  
cmanis@sdccd.edu

Contractor

EC Constructors, Inc.  
Jim Summers  
9834 River Street, Lakeside, CA 92040  
(619) 440-7181  
jim@ecconstructors.com

*Advanced collaboration tools, automated alerts and centralized project information keep everyone, from project personnel, District employees and even members of our Citizens Oversight Committee up to date with the latest available information at the touch of a screen or keyboard.*

David Umstot, PE  
Former Vice Chancellor, Facilities Mgmt  
San Diego Community College District

## Mesa College Fitness Center

7

Owner

San Diego Community College District  
Chris Manis, Vice Chancellor, Facilities  
3375 Camino Del Rio S., San Diego, CA 92108  
(619) 388-6546  
cmanis@sdccd.edu

Contractor

Balfour Beatty  
Marco Ruelas  
10620 Treena Street, Ste 300, San Diego, CA 92131  
(858) 635-7400  
mruelas@balfourbeattyus.com

## Cuyamaca College Student Center

8

Owner

Grossmont – Cuyamaca Community College District  
Dr. Cindy Miles, Chancellor  
8800 Grossmont College Dr., El Cajon, CA 92020  
(619) 644-7569  
cindy.miles@gcccd.edu

Contractor

Rudolph & Sletten  
Rene Olivo  
10955 Vista Sorrento Pkwy #100, San Diego, CA 92130  
(858) 259-6262  
rene\_olivo@rsconst.com

## Millennial Tech Middle School, San Diego Unified School District

9

Owner

San Diego Unified School District  
Lee Dulgeroff, Chief Executive Director of Facilities  
4860 Ruffner Street, San Diego, CA 92111  
(858) 637-3516  
ldulgeroff@sandi.net

Contractor

Soltek Pacific Construction  
Derek Good  
2424 Congress Street, San Diego, CA 92110  
(619) 778-2997  
dgood@soltekpacific.com



## Valhalla High School Main Building Modernization

10

Owner

Grossmont Union High School District  
Katy Wright  
1100 Murray Drive, El Cajon, CA 92020  
(619) 644-8154  
kwright@guhsd.net

Contractor

CW Driver  
Hank Withaar  
75888 Metropolitan Dr., San Diego, CA 92108  
(619) 696-5100  
hwithaar@cwdriver.com

*“Gafcon’s attention to detail and expertise has been instrumental in the success of our multi-phase HVAC retrofit project.”*

Lee Dulgeroff, Chief  
Fac. Planning & Construction  
San Diego Unified School District

## SECTION 6

### Recent Projects



#### SAGE CREEK HIGH SCHOOL, CARLSBAD UNIFIED SCHOOL DISTRICT

- **Estimated Project Cost:** \$90,704,959
- **Actual Project Cost:** \$94,614,995
- **Change Order Percentage:** 4.3%
- **Services:** Program Management, Project Management, Construction Management, FF&E, Labor Compliance, and CBOC Coordination



#### MESA FITNESS CENTER, SAN DIEGO COMMUNITY COLLEGE DISTRICT

- **Estimated Project Cost:** \$14.3M
- **Actual Project Cost:** \$13.4M
- **Change Order Percentage:** -5.1%
- **Services:** Program Management, Project Management, Labor Compliance, FF&E, Communication and Outreach



## ACCELERATED CHARTER SCHOOLS, LOS ANGELES UNIFIED SCHOOL DISTRICT

- **Estimated Project Cost:** \$25,026,000
- **Actual Project Cost:** \$26,639,807
- **Change Order Percentage:** 6.8%
- **Services:** Owners Representative, Construction Management



## HELIX CHARTER HIGH SCHOOL PERFORMING ARTS CENTER, GROSSMONT UNION HIGH SCHOOL DISTRICT

- **Estimated Project Cost:** \$19,708,233
- **Actual Project Cost:** \$19,686,415
- **Change Order Percentage:** 1.5%
- **Services:** Program Management, Project Management, Project Controls, Communication and Outreach



## MIRAMAR STUDENT RESOURCE AND WELCOME CENTER, SAN DIEGO COMMUNITY COLLEGE DISTRICT

- **Estimated Project Cost:** \$8.05M
- **Actual Project Cost:** \$7.6M
- **Change Order Percentage:** -9.9%
- **Services:** Program Management, Project Management, FF&E, Labor Compliance, Communication and Outreach



## GROSSMONT HIGH SCHOOL NEW STUDENT SUPPORT SERVICES AND ARTS CLASSROOM, GROSSMONT UNION HIGH SCHOOL DISTRICT

- **Estimated Project Cost:** \$13,893,828
- **Actual Project Cost:** \$13,894,437
- **Change Order Percentage:** 4.9%
- **Services:** Program Management, Project Management, Project Controls, Communication and Outreach





### PROJECT UNDERSTANDING

Magnolia Science Academy's students, staff, and faculty have been enjoying their new location and modern facilities for the past year. With funding in place for the new Gymnasium, the Charter is ready for the next step in finalizing the site. The new 6,509 SF Gymnasium will be a CMU building designed to include a steel and metal deck roof. The site will also include lunch tables, benches and two shade structures.

Challenges associated with construction of this type of structure includes providing clearance around the proposed building as well as the scaffolding required to construct the CMU walls. Additionally, the clear spans required for the gym requires long span trusses to be fabricated off-site and installed on-site. The erection of these trusses also requires ample access and clearance for a construction crane.

Below, we outline our experience-based approach to successfully managing the construction of your new gymnasium.

#### A. CONSTRUCTION PHASING PLAN

Gafcon brings extensive experience working within occupied campuses to deliver complex construction projects. Much of our work includes modernization and renovation for **active school facilities**. As such, we have seen and implemented an abundance of phasing options in the field and understand how to phase projects with a balance on timely and cost-effective completion with minimal impact to ongoing education programs.

Prior to the start of construction, in conjunction with the Charter's Facility Manager and general contractor, we will develop a viable construction phasing, site utilization, and logistics plan that will address the critical aspects of construction sequencing. We will focus on student, faculty, and staff safety, identifying the location of construction barricades and construction access points, temporary pedestrian routing and signage as well as proposed staging of construction equipment and material. Our goal to maintain a safe environment for the students and

staff outside of the construction zone, and to provide a safe and efficient work environment for the contractor inside the construction zone. Working with the contractor, we will seek to isolate the construction site from the rest of the campus, minimizing the impact of construction to campus operations. We emphasize the importance of communication by the contractor, by requiring the contractor to provide us with a weekly look-ahead schedule of activities to minimize any surprises.

## B. INFORMATION TECHNOLOGY

Information technology is one of the most critical aspects of a project. Gafcon brings added value in this area due to a team of technology experts well-versed in everything from simple, out-of-the-box construction and project management systems to complex, multi-platform, program management information systems (PMIS). Software agnostic, our Construction Management team can utilize any system of Magnolia’s choosing or employ a robust electronic document management system (EDMS).

Gafcon brings specialized expertise in the reporting of budget and schedule information for projects due to our experience as

program managers who have implemented comprehensive PMIS. This is evidenced by San Diego Unified School District, Grossmont Union High School District, San Diego Community College District, and Grossmont-Cuyamaca Community College District – all of who received **perfect scores in transparency from the San Diego Education Foundation!**

## C. VALUE ENGINEERING

Gafcon practices Value Analysis/Value Engineering (VA/VE) as an organized, creative approach to identify unnecessary costs on every project. Our clients are able to implement **Gafcon-recommended savings strategies ranging from 5% to 10% of our client’s total construction budget.** Realizing the maximum potential savings requires the implementation of a highly systematic and innovative approach. Most recently, our proposed **Construction Manager, Mike Lengyel**, provided a recommendation for Orange Unified School District’s Canyon High School project that identified a potential solution for alternate materials that would contribute to a **significant savings in cost and construction time.**

## GAFCON’S APPROACH BY PHASE



**Pre-Construction**  
Cutting edge industry technologies BIM PMIS software to mitigate challenges in construction and provide transparent reporting. This way, documents are ready for bid, costly delays are avoided, and we are able to clearly track the project’s success.

**Bidding**  
Focusing on contractor outreach to maximize participation and get competitive bids from quality contractors by hosting outreach events, detailed and informative pre-bid meetings, and leveraging our contacts within the industry to stir interest in Charter projects.

**Construction**  
Minimizing disruptions and promoting safety on active campuses is paramount. We verify the contractor provides clear ADA passageways and we actively collaborate with them on staging and site utilization. We foster an environment that focuses on a solutions-oriented approach.

**Close-Out**  
Working collaboratively with the campus’ maintenance & operations personnel, including thorough training, to make sure the as-builts and related documentation is thorough to support the sustainability of the building.

## D. SCHEDULE MANAGEMENT

Gafcon has a broad portfolio of experience, encompassing all areas of education programs and projects. This means that we offer lessons-learned in developing and managing successful schedules. Gafcon's "outside of box" thinking while working with design teams often yields creative phasing solutions that saves overall time and costs during construction. In our experience, schedule management is an inclusive process that involves understanding the owner's expectations, working collaboratively with the contractor to set realistic deadlines that achieve the owner's goals, and opening lines of communication with staff and faculty to make sure that construction is scheduled in such a manner to minimize impact.

## E. PRE-CONSTRUCTION

Pre-construction is our first opportunity to set the project off on the right foot. Services during this period can include planning, programming, and scoping, budget development, and value engineering and constructability reviews. Every effort is proactive with the goal to minimize surprises once construction begins.

## F. CONSTRUCTION

As your boots-on-the-ground, **Construction Manager Mike Lengyel** will provide on-site supervision and management of the project. He will review the progress of construction and administer the project's quality program by verifying construction conformance with the contract documents, reviewing inspection and testing reports, and keeping a daily log of activities.

## G. PHASING AROUND EXISTING FACILITIES

One of the first steps on any project taking place in an operational and active environment is working with the impacted staff and faculty to determine daily routines, unique education programming, and other site-specific information that could have an impact on construction. We always work with the owner and contractor to phase the project in a manner that **minimizes disruption and maximizes safety**. We will work with the Charter to

establish clear, safe paths of travel and establish effective lines of communication with appropriate Charter personnel to make sure that the entire team is on the same page.

## H. BUDGET MANAGEMENT

Gafcon brings extensive experience with master budgeting through our work on K-12 programs. It will be our responsibility to make sure that you have the budget information necessary to provide accurate updates to the Master Budget. **Construction Manager Mike Lengyel** will provide complete tracking of all budgeting by line-item cost codes, commitments, and spending per the Cost Breakdown Structure (CBS).

## I. STATE AGENCIES

Though state agency coordination is generally outside the purview of a Construction Manager, we understand that California State Regulatory Agencies can have internal processes that create roadblocks. The Gafcon team has more than two decades of demonstrated experience facilitating collaborative and effective partnerships with California State Agencies.

These established relationships and daily interface with the agencies and their local representatives is key in understanding how to work with them to keep your projects on track. By understanding their processes and taking a proactive approach, Gafcon can provide recommendations regarding the Charter's options. However, in light of the project description within the RFP, we believe that much of this coordination will not be applicable to the Charter's Gymnasium. In order to be responsive to the RFP, we have included a very high-level overview of Gafcon's typical engagement and process with these agencies.

### Division of the State Architect (DSA)

**What do they do?** DSA provides plan check and final sign-off services for K-12 projects. They review school projects for conformance with safety (structural and fire/life, as well as ADA compliance). DSA has also launched an initiative in sustainable school design.



**Why is it critical?** DSA review and approval for final certification of projects can have a negative impact on the schedule if not proactively managed. Most state-funded school projects cannot commence without DSA approval.

**What is Gafcon's process?** During construction, Gafcon's process typically entails a comprehensive tracking system that includes a proactive approach to communication and compliance.

## Office of Public School Construction (OPSC)

**What do they do?** OPSC implements and administers voter-approved school facilities construction programs.

**Why is it critical?** Maximizing state funds to fully leverage local bonds. In this particular instance, it is unlikely the Charter would need to interface with OPSC since it is a locally financed project.

**What is Gafcon's process?** Gafcon either submits directly or works with the owner's funding consultant to make sure that documents submitted meet OPSC requirements.

## State Allocation Board (SAB)

**What do they do?** The SAB apportions funding to school districts and adopts policies and regulations.

**Why is it critical?** Staying on top of policies, to gain clear understanding and maximize project funding. In this instance, since the Charter is financing the project, SAB coordination may be unnecessary unless there is an existing application for funding under Prop 51.

**What is Gafcon's process?** Our team will guide the Charter through the State School Facility Program to maximize project funding, and how we prioritize projects. Our team will also track school-related legislation, so we can be informed of new policies.

## Department of Toxic Substance Control (DTSC)

**What do they do?** For school sites that will receive State funding, DTSC verifies that they are clean and safe from all toxic contaminants. They assist the Charter in assessment of school properties by ensuring that environmental

conditions are expeditiously investigated, evaluated, and remediated.

**Why is it critical?** Like the other agencies, understanding DTSC's process will keep the project on schedule and helps to ensure the safety of the students, teachers, staff and the general public.

**What is Gafcon's process?** Gafcon confirms that the following steps are completed:

- The Charter has contracted with a qualified environmental consultant in the preparation of a Phase 1 Environmental Site Assessment (ESA) and that it has been submitted to DTSC for review. A "No Action" letter will be issued if there is no potential contamination.
- Phase 2 - Preliminary Environment Assessment (PEA) may be required if there is potential for contamination. Gafcon monitors the preparation of the report. A "No Action" letter will be issued if there are no significant health or environmental risks.
- Response Action - If significant contamination is identified, the Charter may elect to drop the proposed site (for new construction) or remediate contamination (for new construction or modernizations). Once remediated, DTSC will issue a "No Further Action" notice.

## California Environmental Quality Act (CEQA)

As your representative, we will assist the Charter to verify that the project is in compliance with the CEQA as well as to strategize creative solutions helping you mitigate the impacts of federal and state agency requirements.

During construction, it is important for project and construction managers to understand provisions of the CEQA requirements related to where contractors can and cannot work, as well as hours of operation that may be restricted. By meeting the conditions of approval and staying compliant with CEQA, we make sure that the project stays on track and won't face delays from federal or state agencies.

## Post-Construction Coordination

From time to time, CEQA conditions of approval have provisions that extend beyond construction. Gafcon will make sure the Charter

has the information and resources necessary for the long-term management of these provisions.

## J. CONSTRUCTABILITY REVIEWS

Gafcon approaches design and document review at each major milestone during the design phase. We have established a thorough process that identifies deviation of projected costs versus budget at the earliest possible milestone of the design. The design review process verifies that the project meets the Charter's controlling documents, which include the Charter's Master Plan, Design Guidelines and Standards, Educational Standards and Codes, energy goals, Board Policies, and other documents that could impact the design and cost of the facility.

Prior to issuing the documents to bid, one of our first tasks is to carefully review the DSA-approved drawings and specifications to verify that issues with constructability are minimized. This check will help with the "biddability" of the project by potentially reducing bid-time Request for Clarifications (RFCs) and more costly Construction-time Requests for Information (RFIs).

## K. ESTIMATING SERVICES

Cost estimating is vital in controlling cost.

**Gafcon has successfully managed the design and budgeting of approximately \$15 billion in education-based projects for Southern California K-14 public owners.** This provides us with an in-depth understanding of the marketplace – both locally and globally – and results in a no-surprises cost/budget process. Gafcon utilizes a system and approach that focuses on the following core elements:

- **Planning and Estimation Database:** Gafcon's cost database for K-14 projects provides the most recent cost of materials and/or labor allowing predictive analysis of trends in escalation based on the historical record. This enables us to provide more realistic estimates that can assist the Charter in managing the program budget more successfully.

The Gafcon team takes the commitments made by the Charter to its constituents seriously. Understanding what is reasonable to construct based upon available budget requires translating early requirements into project budgets: one of the most important, initial tasks that will be performed on every project. This allows the Charter to accurately plan year-over-year project spending and set reasonable expectations to the public.

- **Estimating Continues Through Construction:** When contractors submit a cost with change order requests, Gafcon thoroughly reviews the proposed change, determines validity, and verifies entitlement, quantity, and costs saving up to and in, some cases, over 20% of potential costs of changes. Gafcon has developed a change order request (COR) and change order (CO) checklist that consists of 25 criteria, (examples of select criteria include: approval of contract time extension, review of contractors' and subcontractors' daily reports, verification of overhead and profit). This checklist provides for a very comprehensive review of submitted costs by contractors that minimizes and/or reduces cost impacts.

#### A. TEAM WORK

Gafcon has administered hundreds of projects across active and working K-12 campuses. As such, we understand that coordination and communication are key to safety and success.

**Construction Manager Mike Lengyel** fosters a collaborative environment that leads to a project team actively engaged in discovering solutions instead of identifying challenges.

Many members of the Gafcon team, including **Principal-in-Charge Ron Takaki**, have worked with the principal of **Berliner Architects**. Having fostered strong working relationships with other architects, engineers, contractors and consultants from our experience as construction managers leads to highly successful projects that clients have appreciated.

#### B. PUBLIC CONTRACT COMPLIANCE

Gafcon has developed excellent relationships with our industry colleagues on projects due to our collaborative approach.

Descriptions of this approach, as it pertains to schedule, budget, and change order control are included in the following section. **Construction Manager Mike Lengyel** will cultivate an environment that fosters creativity and solution discovery to make sure that your project is completed efficiently and correctly to maximize your success.

#### C. CONSTRUCTION PHASING

Student and staff safety is a constant Gafcon priority during construction. We tirelessly work to ensure that all key parties involved with each project understand that **safety is paramount**.

As such, this will be an important part of properly phasing the project. Once the project is underway and we have agreed on a viable phasing and site logistics plan, we will continually monitor site safety issues and construction activities that could impact campus operations. We will make the contractor aware of issues and insist that they are addressed at each weekly construction meeting.

#### D. HANDLING CHANGES

Changes can occur throughout every phase of the project, and Gafcon is ready to manage them as they arise. When change is necessary, we make sure that it is well documented, thoroughly explained and understood by the owner, and provide recommendations and options for moving forward that examine the pros and cons of each option to discover the right path for the owner. An important activity that is a part of the "Gafcon Way" is the review of all responses to RFIs prepared by the architect prior to issuance back to the contractor. Responses can occasionally add unnecessary costs to the project and Gafcon always seeks minimal cost alternatives to help keep the costs of change to a minimum. This is a way that Gafcon heads-off potential additional costs, before they become changes.

## E. MITIGATING CLAIMS

Claims mitigation should begin early in the process by conducting thorough design, constructability, and value engineering reviews and making sure that those changes are properly documented in a comprehensive and clear set of plans and specifications. However, when this proactive approach is overcome by occurrences like unforeseen conditions, we work diligently with the contractor to settle the change order before a claim occurs.

Gafcon has considerable background with construction claim avoidance and forensic construction dispute resolution work. This knowledge base provides us with years of experience in how to identify the early warning signs of situations that may lead to a potential claim situation. Claims resolution will be discussed in the following section.

## F. PUBLIC WORKS BIDDING PROCESS

### Bidding Strategies

To develop successful bidding strategies for our K-12 clients, we continually monitor the local construction market, tracking other procurements to make sure your project is sequenced outside of other local procurements. Gafcon will work with the Charter to make recommendations on the development of bid alternates that support your goals.

### Contractor Outreach

Gafcon has been fortunate to develop positive relationships with a multitude of local contractors, architect, engineers, and fellow project/construction managers who service clients throughout Southern California. We excel at marketing our clients' projects to the local architecture/engineering/construction community and have held many successful outreach events for school districts, including San Diego and Grossmont-Cuyamaca Community College Districts.

### Pre-Bid Conferences

The pre-bid conference is the contractor's first opportunity to learn about your project. In concert with the design team, Gafcon will lead the

conference, making sure all relevant and pertinent information is disseminated to contractors during and throughout the proposal process. A successful pre-bid conference is defined by the quality of information provided, which results in quality bids.

### Pre-Bid Request for Clarification

Following the pre-bid conference and prior to the bid date, contractors sometime issue requests for clarifications (RFC). Gafcon will work with the Charter and design teams to prepare appropriate responses to the RFCs, making certain that all bidders are notified of the response through issuance of Addenda as appropriate.

### Bid Review

As your Construction Manager, we will review contractor bids with a discerning eye. From validating qualifications to supporting contractor interviews, Gafcon will always put the Charter's interests at the forefront of every recommendation.

### Contracting

Once the award has been ratified by the board, Gafcon will begin collection of all required contract documents, including the contractor agreement (for execution and approval by the board), issuance of the construction documents including addenda, and all supplemental documents, collection of the contractor's insurance certificates, affidavits and other required documents.

### GAFCON VALUE

#### Contractor Outreach

Gafcon's 30 years in construction/project management and our work in labor compliance has been of incredible value to our clients due to our relationships with local contractors, trades, and related professional consultants, including disadvantaged and other underutilized businesses. Our clients have seen an increase in both the quantity and quality of bids, and programs geared toward small businesses have seen dramatic and positive results from outreach events.



## G. INTERFACING WITH STATE AND GOVERNMENT AGENCIES

In addition to specialized regulations regarding construction of public schools as discussed previously, your projects may also be subject to the federal, state, and local code requirements of various other agencies whose governance helps to ensure quality construction and safety for the end-users. Typically, incorporation and enforcement of these codes is the responsibility of the architect and contractor; however, Gafcon has developed a number of practices that help guide quality design and construction throughout the process.

For example, **Construction Manager Mike Lengyel** may request to see the permitting agency's design review comments. This enables us to add value on multiple levels:

- We are better able to visualize the magnitude of issues and manage the architect accordingly
- When appropriate, we can provide collaborative, creative solutions based on our experience and lessons learned from other projects
- We verify the permitting agency's comments are being addressed, which can provide an opportunity for as-needed value engineering to verify that the architect is providing cost effective solutions to plan review comments
- During bidding, it also provides an opportunity to make sure that RFI provisions are properly permitted

Gafcon also helps code conformance during construction by requiring architects to deliver a conformed set of plans and specifications that include all answers to RFIs during the bidding phase, permit requirements, and corrections. This means that the entire team is building from the same, comprehensive set.

Additional levels of quality assurance for code compliance include thorough communication. Gafcon fosters a collaborative team environment where everyone from the inspector of record to contractor is on the same page, as-builts are properly maintained and reviewed, and keeping an eye on correction notices.



## SECTION 9

### Cost and Schedule Control



#### SCHEDULE CONTROL

Upon commencement of the construction, the contractor is to submit their preliminary project construction schedule (typically the 90-day preliminary schedule). Within a reasonable amount of time, the contractor should submit their complete cost-loaded Baseline Project Schedule. Upon submittal of the initial project schedule, our Scheduler and Construction Manager will perform a detailed review of the schedule and comment on any inconsistencies or other issues and issue an actionable report. When all issues with the schedule have been resolved, the baseline project schedule will be approved. Every month, the contractor shall be required to submit an updated schedule.

Gafcon's **Scheduler, Kim Romero**, in conjunction with the **Construction Manager, Mike Lengyel**, will review the updated schedule and compare it against the baseline vs. actual construction in place, and will issue a monthly report noting any issues with the updated schedule or delays and provide recommended corrective action. A separate monthly scheduling meeting may be required to discuss the schedule in detail. Individual project schedules will be incorporated into the Master Program Schedule.

#### BUDGETS AND COST CONTROL

##### Pre-Construction

At the beginning of each project and program, Gafcon meets with the client and develops a Master Budget based on State Reporting forms. During the initial budgeting session, we use general rule-of-thumb estimates for costs associated with a particular project and include the appropriate contingency. For the Gymnasium project, Gafcon will prepare a detailed cost estimate based on the DSA-approved drawings and specifications. As the project proceeds, these estimates are

revised and updated with actual committed costs.

## Construction

The contractor's costs are managed from contract award through project closeout. Once the contract is awarded, Gafcon performs a detailed review of the Contractor's bid and Schedule of Values (SOV). We endeavor to understand how the total contract amount was developed by the Contractor and to identify any potential issues. This analysis is performed using the updated design estimate against the Contractor's Schedule of Values—seeking to reconcile any apparent discrepancies. Once the estimate and the SOV are reconciled, managing the Contractor's budget is made less challenging because there is less hidden in the Contractor's cost.

### GAFCON VALUE

#### Schedule and Budget Monitoring

Proactive monitoring of the schedule and budget throughout construction provides opportunities to course correct, when necessary, and make sure construction is moving ahead efficiently.



## CHANGE ORDER MANAGEMENT

Gafcon's approach and methodology to Change Order Management will make sure change order requests are managed fairly, consistently, and in a timely manner.

Time is the enemy of COs. No CO becomes smaller with the passage of time; therefore, it is Gafcon's policy to address each one with urgency and attention to detail. Additionally, Gafcon builds into all contract vehicles an escalation process, which resolves disputes before they can accumulate into large claims during the project closeout phase causing further negative impacts such as delayed occupancy (especially critical for K-12 projects, which are typically time constrained due to academic calendars). Our approach for dealing with COs is two-phased.

- **Change Order Request (COR) Validation:**

Gafcon immediately determines the validity of the COR in order to provide a timely response to the contract. If the COR is valid, Gafcon provides an independent cost estimate. If we determine the COR is not valid, we immediately return the COR with our mark-ups and comments. This provides the contractor with a information on why the COR has been rejected, or needs modification. We have also developed a COR and CO checklist that consists of 25 criteria. This checklist provides for a comprehensive review of submitted costs by contractors that minimizes and/or reduces cost impacts.

- **Change Order Negotiation:** After discussing our recommendation with the appropriate Charter representative, Gafcon enters a rigorous negotiation process with the contractor to reach a fair and equitable conclusion.

### GAFCON VALUE

#### Change Orders (CO)

Gafcon's proactive approach to COs start before it is even a glimmer in the contractors eye by providing thorough design and constructability reviews. When a CO does happen, we move quickly to resolve the issue to mitigate risk of claims and protect the District's interests.





## CLAIMS DISPUTE RESOLUTION

Dispute between parties of the contracts (i.e. Owner-Architect, Owner-Consultant, or Owner-Contractor), typically occur because proposed settlement of changes (additional time and/or money) are not satisfactory to one of the parties.

We will follow the formal dispute resolution process outlined in the General Conditions of the Contract – generally as follows:

- After careful review of proposed changes with the Architect, CM issues a formal response to the Contractor, rejecting the proposed change.
- If the Contractor disagrees with the response, then the Contractor is to issue a formal dispute to the CM within the stipulated time and state why they disagree with the response and provide back-up documentation;
- A meeting is scheduled to review the dispute and discuss the Contractor's statement along with backup documentation, with an attempt to come to a resolution. If a resolution cannot be reached and the dispute is rejected;
- Formally notify the Contractor that the dispute has been rejected with a statement of the reasons;
- If the Contractor does not accept the rejected dispute, the Contractor is to issue a formal claim with the Charter and follow formal Claims Procedures.

On occasion, we encounter disputes with the architect or contractor. In most cases we have success, with the concurrence of the Charter, in mutually resolving the dispute prior to the architect or contractor filing a claim using the process noted above.

### Post-Construction Follow-Up

Gafcon recommends an initial 10th month post-construction follow-up meeting with the architect and engineering team to review the construction. This allows ample time to review the facility, prepare a list of items and to contact the contractor/subcontractors to correct items covered under the warranty prior to the expiration of the warranty and guarantee period.







# SECTION 11

## Construction Related Litigation

*Gafcon Inc. has never filed for protection under the United States bankruptcy code.*

*Please contact Paul Najjar, Vice President and General Counsel at pnajar@gafcon.com or 858.875.0099 with any questions or concerns.*

CASE	CONTACT	OUTCOME
<p><b>Union Square at Broadway Homeowners Association v. Western Pacific Housing – Broadway LLC, et al.</b></p> <p>Date Filed: 5/24/2011</p> <p>Description: This was a lawsuit against a variety of defendants regarding construction defects on a large condominium project. Gafcon was one of the defendants and provided certain inspection services.</p> <p>Court: Superior Court of California - County of San Diego</p>	<p>Attorney for Gafcon, Inc. Andrew Fiorica The Fiorica Law Firm, P.C. 2888 Loker Ave. East, Suite 121 Carlsbad, CA 92010 (760) 331-2652</p> <p>Attorneys for Midgard Manufacturing, Inc. Zaida McGhee Tyler Hanzen Law office of Zaida A. McGhee 19800 MacArthur Blvd., Suite #300 Irvine, CA 92612 (949) 724-4546</p>	<p>Case settled for the amount of \$75,000.00 which represented cost of defense</p>
<p><b>Pell Place Homeowners Association v. D.R. Horton, Continental Residential, Inc.</b></p> <p>Date Filed: 3/27/2012</p> <p>Description: This is an arbitration demand against a variety of defendants regarding allegations of construction defects on a large condominium project. Gafcon provided inspection services only.</p> <p>Court: Arbitration</p>	<p>Attorney for Gafcon, Inc. Andrew Fiorica The Fiorica Law Firm, P.C. 2888 Loker Ave. East, Suite 121 Carlsbad, CA 92010 (760) 331-2652</p> <p>Attorneys for D.R. Horton, Continental Residential, Inc. Paul Nolan Ranjan Lahiri Wood, Smith, Henning &amp; Berman LLP 501 W. Broadway, Suite 1200 San Diego, CA 92101 (619) 849-4900</p>	<p>Gafcon won a summary judgment and was awarded the amount of \$83,113.56.</p>
<p>City of El Cajon (Claimant) v. Gafcon (Cross-claimant), Ledcor and other parties</p> <p>Date Filed: 12/16/2013</p> <p>Description: This was a dispute amicably resolved through mediation regarding fees relating to the successful completion of the El Cajon Police Station.</p> <p>Court: Arbitration</p>	<p>Attorney for Gafcon, Inc. Andrew Fiorica The Fiorica Law Firm, P.C. 2888 Loker Ave. East, Suite 121 Carlsbad, CA 92010 (760) 331-2652</p> <p>Attorneys for City of El Cajon Steven Boehmer Robert Martinez McDougal, Love, Eckis, Boehmer &amp; Foley La Mesa Village Plaza 8100 La Mesa Blvd., Suite 200 La Mesa, CA 91942 (619) 440-4444</p>	<p>Parties settled the claim with the City paying Gafcon approximately \$161,000.00</p>

## PROJECT CLOSE OUT

Gafcon will collect all project closeout documents, including warranties, certifications, guaranties, project data, maintenance and operation manuals, commissioning reports, etc. uploaded to the EDMS, and transmit any hard copies to the Charter. Clearly written project closeout specifications will assist with the smooth turn-over of the project from the Contractor to the Charter. Gafcon will make sure that the specifications are properly prepared, and that the Contractor adheres to all requirements—or the consequence will be delay of their final payment.

### Punch List/Warranty

Upon notification of the substantial completion and submittals of the contractor's punch list (of "minor Items"), **Construction Manager Mike Lengyel** will conduct a complete walk-through of the facility with Charter staff, the AE team, and contractor, and provide any additional items to the punch list. If the project is deemed substantially complete, Gafcon, in conjunction with the architect, will issue the notice of substantial completion, and will continue to monitor progress/completion of the punch list items until complete.

### Move In/Staff Training/Commissioning

Gafcon will coordinate the contractor, subcontractors and vendors to schedule required training of Charter facilities maintenance and operation staff on the systems and equipment following project commissioning. Videos, live training, on-line training, and turnover of maintenance and operations manuals may be a part of this service. When manuals are provided, we encourage the maintenance and operations team leader to sign-off on the document to provide confirmation that the manual is sufficient for continued maintenance of the facility. Gafcon is able to provide all hand-off materials in a virtual format should the Charter desire this approach, utilizing the industry's cutting-edge tools.

Gafcon has coordinated the commissioning of hundreds of facilities, including those that seek CHPS and LEED certification (enhanced commissioning). During the design process, and especially at the beginning of construction, we will arrange meetings with the commissioning authorities to make sure that equipment and controls are being installed and tested as specified by the design/engineering team. When commissioning is scheduled to commence, Gafcon will be present to observe the entire commissioning process through project closeout and turn-over.

For Charter furnished materials, furniture and equipment, Gafcon will coordinate and schedule the delivery and installation of these items with the designated vendors with the Contractor to minimize the impact on construction (as an additional service). Gafcon has extensive experience with managing FF&E and coordinating movers to make sure the facility is ready to turn-over to the Charter as scheduled.

## SECTION 12

### Additional Information

#### GAFCON VALUE Close-Out

By working collaboratively with the District's maintenance and operations team early on, making sure final documentation is thorough, and providing comprehensive training before facilities are turned-over, we help prolong the life of your facilities.





Associate	Firm	Position	Billing Rate	Total	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	
				Average Billable Hours	169	169	169	169	169	169	169	169	169	
				Input Rates										
Ron Takaki	Gafcon	Principal (No Charge)	\$ 265	\$ -	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Mike Lengyel	Gafcon	Construction Manager	\$ 160	\$ 64,896	50%	50%	20%	20%	20%	20%	20%	20%	20%	
David Rudge	Gafcon	Assistant Construction Manager	\$ 115	\$ 97,175	100%	50%	50%	50%	50%	50%	50%	50%	50%	
Ray Rodriguez	Gafcon	Construction Management Advisor (Charter Schools)	\$ 170	\$ 4,597	5%	5%	0%	0%	3%	0%	0%	3%	0%	
Hennie Degenaar	Gafcon	Estimator	\$ 150	\$ 10,140	10%	0%	0%	10%	0%	0%	10%	0%	10%	
Kim Romero	Gafcon	Scheduler	\$ 130	\$ 6,811	15%	2%	2%	2%	2%	2%	2%	2%	2%	
<b>DOLLARS:</b>				Construction	\$ 183,619	\$ 40,222	\$ 25,113	\$ 15,565	\$ 18,100	\$ 16,427	\$ 15,565	\$ 18,100	\$ 16,427	\$ 18,100
				CUMMULATIVE DOLLARS	\$ 40,222	\$ 65,335	\$ 80,900	\$ 99,000	\$ 115,427	\$ 130,992	\$ 149,092	\$ 165,519	\$ 183,619	
				CUMMULATIVE DOLLARS (% of Total)	22%	36%	44%	54%	63%	71%	81%	90%	100%	

Construction

# SECTION 13

## Budgetary Estimate for Fees

### HOURLY RATES

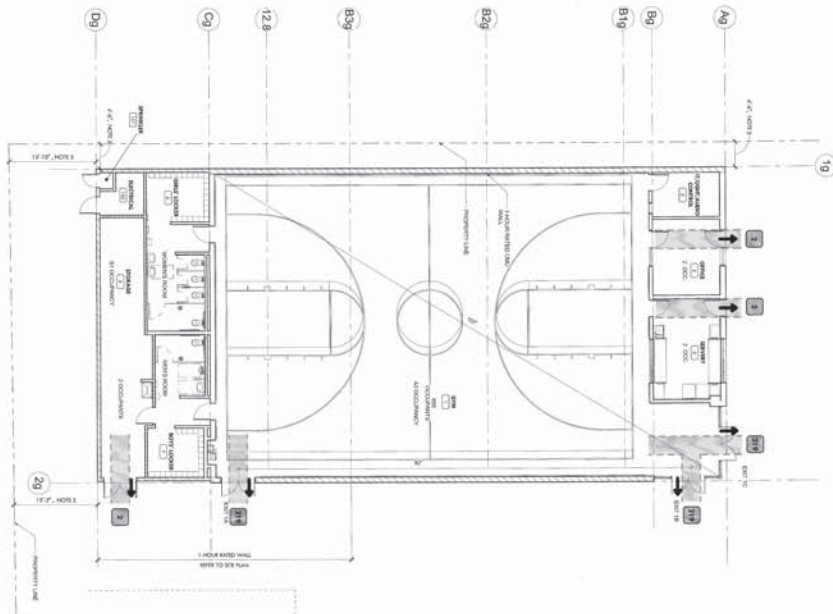
Principal-in-Charge	\$265.00
Construction Manager	\$160.00
Assistant Construction Manager	\$115.00
Charter School Advisor (as-needed)	\$170.00
Estimator	\$150.00
Scheduler	\$130.00











**NOTES:**  
 1. REFER TO SHEET A01.1 FOR GENERAL NOTES.  
 2. REFER TO SHEET A01.2 FOR GENERAL NOTES.  
 3. REFER TO SHEET A01.3 FOR GENERAL NOTES.  
 4. REFER TO SHEET A01.4 FOR GENERAL NOTES.  
 5. REFER TO SHEET A01.5 FOR GENERAL NOTES.  
 6. REFER TO SHEET A01.6 FOR GENERAL NOTES.  
 7. REFER TO SHEET A01.7 FOR GENERAL NOTES.  
 8. REFER TO SHEET A01.8 FOR GENERAL NOTES.  
 9. REFER TO SHEET A01.9 FOR GENERAL NOTES.  
 10. REFER TO SHEET A01.10 FOR GENERAL NOTES.

**LEGEND:**  
 1. LIME  
 2. OCCUPIED COAT  
 3. OCCUPIED COAT  
 4. OCCUPIED COAT  
 5. OCCUPIED COAT  
 6. OCCUPIED COAT  
 7. OCCUPIED COAT  
 8. OCCUPIED COAT  
 9. OCCUPIED COAT  
 10. OCCUPIED COAT

**1ST FLOOR ROOM OCCUPANCY TABLE**

Room Name	Room Number	Area	Occupancy	Level	Change
GYM	1	4211 SF	A-2	7	648
CLAS	2	154 SF	B	100	2
CLAS	3	99 SF	N/A		
CLAS	4	312 SF	N/A		
CLAS	5	248 SF	N/A		
CLAS	6	402 SF	B	300	2

**LABOR:**  
 1. LABORER  
 2. LABORER  
 3. LABORER  
 4. LABORER  
 5. LABORER  
 6. LABORER  
 7. LABORER  
 8. LABORER  
 9. LABORER  
 10. LABORER

**D. OCCUPANT LOAD CALCULATION**  
 1. REFER TO SHEET A01.1 FOR GENERAL NOTES.  
 2. REFER TO SHEET A01.2 FOR GENERAL NOTES.  
 3. REFER TO SHEET A01.3 FOR GENERAL NOTES.  
 4. REFER TO SHEET A01.4 FOR GENERAL NOTES.  
 5. REFER TO SHEET A01.5 FOR GENERAL NOTES.  
 6. REFER TO SHEET A01.6 FOR GENERAL NOTES.  
 7. REFER TO SHEET A01.7 FOR GENERAL NOTES.  
 8. REFER TO SHEET A01.8 FOR GENERAL NOTES.  
 9. REFER TO SHEET A01.9 FOR GENERAL NOTES.  
 10. REFER TO SHEET A01.10 FOR GENERAL NOTES.

**E. EXISTING CALCULATIONS, CLASSROOM AND GYM**  
 1. REFER TO SHEET A01.1 FOR GENERAL NOTES.  
 2. REFER TO SHEET A01.2 FOR GENERAL NOTES.  
 3. REFER TO SHEET A01.3 FOR GENERAL NOTES.  
 4. REFER TO SHEET A01.4 FOR GENERAL NOTES.  
 5. REFER TO SHEET A01.5 FOR GENERAL NOTES.  
 6. REFER TO SHEET A01.6 FOR GENERAL NOTES.  
 7. REFER TO SHEET A01.7 FOR GENERAL NOTES.  
 8. REFER TO SHEET A01.8 FOR GENERAL NOTES.  
 9. REFER TO SHEET A01.9 FOR GENERAL NOTES.  
 10. REFER TO SHEET A01.10 FOR GENERAL NOTES.

**PROJECT:** Magnolia Pacific Technology School Santa Ana

**CLIENT:** Santa Ana Unified School District  
 2840 West First Street  
 Santa Ana, CA 92705

**ARCHITECT:** Perfection and Associates  
 200 West 1st Street  
 Santa Ana, CA 92701  
 Tel: (714) 754-4000

**CONSULTANTS:**  
 Structural & Foundation  
 200 West 1st Street, Suite 100  
 Santa Ana, CA 92701  
 Tel: (714) 754-4000  
 Civil & Mechanical  
 200 West 1st Street, Suite 100  
 Santa Ana, CA 92701  
 Tel: (714) 754-4000  
 Electrical  
 200 West 1st Street, Suite 100  
 Santa Ana, CA 92701  
 Tel: (714) 754-4000

**DATE:** FEB 13 2011

**SCALE:** 1/8" = 1'-0"

**NO. SUBMITTED:** 15/27

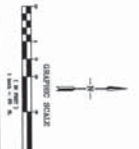
**DATE:** 02/13/2011

**PROJECT NUMBER:** A01.12

ALTA/ACSM  
 LAND TITLE SURVEY  
 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE  
 STATE OF CALIFORNIA



**LEGEND:**  
 --- UNDEVELOPED LAND  
 --- EXISTING LOT LINES  
 --- EXISTING EASEMENTS  
 --- EXISTING ENCUMBRANCES  
 --- EXISTING UTILITIES  
 --- EXISTING BUILDINGS  
 --- EXISTING FENCES  
 --- EXISTING DRIVEWAYS  
 --- EXISTING STAIRS  
 --- EXISTING WELLS  
 --- EXISTING POLES  
 --- EXISTING SIGNAGE  
 --- EXISTING CURBS  
 --- EXISTING SIDEWALKS  
 --- EXISTING DRIVEWAYS  
 --- EXISTING STAIRS  
 --- EXISTING WELLS  
 --- EXISTING POLES  
 --- EXISTING SIGNAGE  
 --- EXISTING CURBS  
 --- EXISTING SIDEWALKS

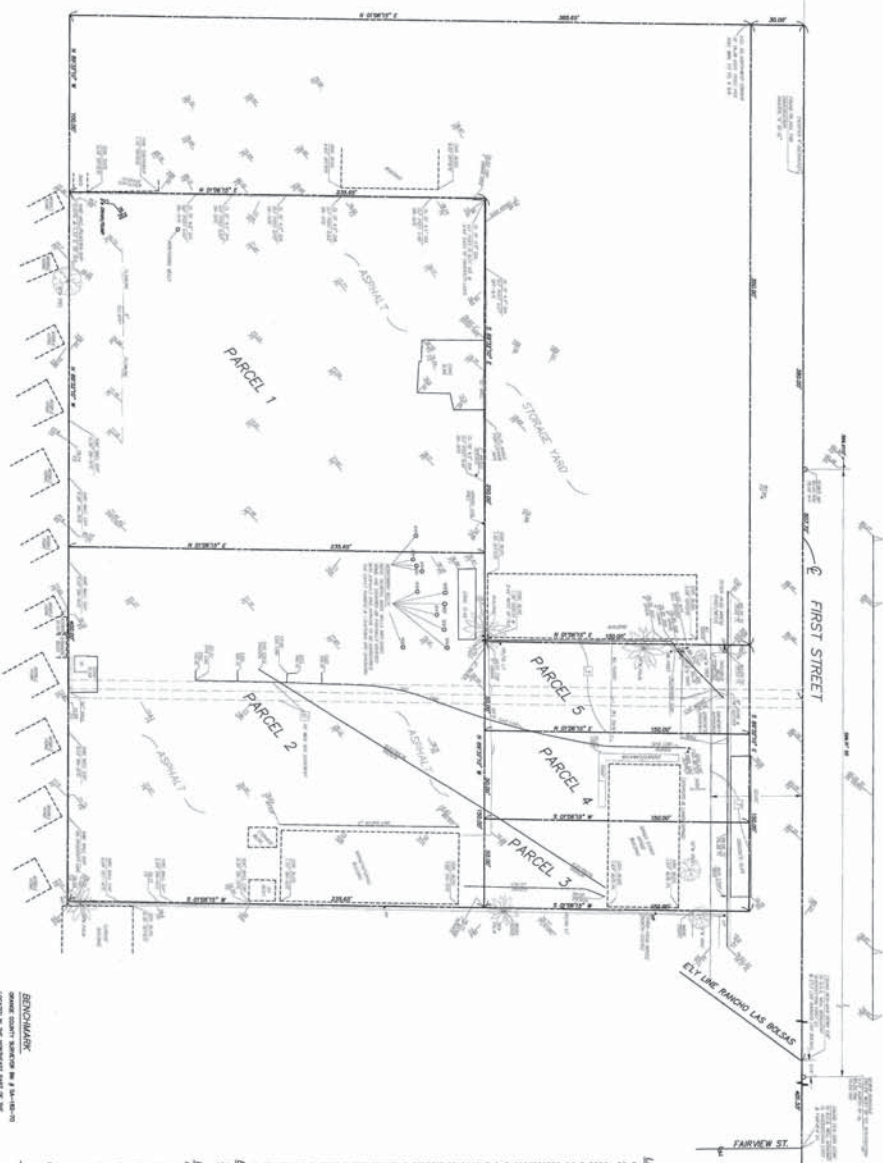


**SURVEYOR'S CERTIFICATE**  
 I, the undersigned, Russell W. Cern, Licensed Surveyor, No. 12345, State of California, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same is a true and correct copy of the original survey as shown to me by the client, and that the same is a true and correct copy of the original survey as shown to me by the client.

**CLIENT:**  
 MAGNOLIA EDUCATIONAL  
 12345 MAIN ST., SUITE 200  
 SANTA ANA, CA 92705  
 (714) 555-1234

**APPROVED BY:**  
 RUSSELL W. CERN, L.S.  
 12345 MAIN ST., SUITE 200  
 SANTA ANA, CA 92705  
 (714) 555-1234

**ALTA/ACSM  
 LAND TITLE SURVEY**  
 12345 MAIN ST., SUITE 200  
 SANTA ANA, CA 92705  
 (714) 555-1234



**SURVEYOR'S NOTE:**  
 This survey was conducted in accordance with the provisions of the California Land Surveying Act, Chapter 10, Division 2, of the California Code of Regulations, and the provisions of the California Code of Civil Procedure, Section 87.11, et seq.

**BENCHMARK:**  
 A benchmark was established by a 12x12x12 inch concrete block, set in the ground, and marked with the letters 'RWC' and the number '12345'.

**ZONING & SETBACKS:**  
 This survey was conducted in accordance with the provisions of the California Land Surveying Act, Chapter 10, Division 2, of the California Code of Regulations, and the provisions of the California Code of Civil Procedure, Section 87.11, et seq.

**LEGAL DESCRIPTION:**  
 The following is a legal description of the land shown on this survey, as shown to me by the client, and as shown to me by the client, and as shown to me by the client.

**BASES OF RECORDS:**  
 The following is a list of the records upon which this survey is based, as shown to me by the client, and as shown to me by the client, and as shown to me by the client.

**LINKS FOR PRELIMINARY TITLE RECORD:**  
 The following is a list of the links for preliminary title records, as shown to me by the client, and as shown to me by the client, and as shown to me by the client.

Job Number: 13-27  
 Survey  
 A0.20

No.	Schedule	Date
1	10/15/2013	10/15/2013
2	10/15/2013	10/15/2013
3	10/15/2013	10/15/2013
4	10/15/2013	10/15/2013
5	10/15/2013	10/15/2013
6	10/15/2013	10/15/2013
7	10/15/2013	10/15/2013
8	10/15/2013	10/15/2013
9	10/15/2013	10/15/2013
10	10/15/2013	10/15/2013

**CLIENT APPROVAL:**  
 MAGNOLIA EDUCATIONAL  
 12345 MAIN ST., SUITE 200  
 SANTA ANA, CA 92705  
 (714) 555-1234

**ADVERT:**  
 Jeffrey and associates  
 12345 MAIN ST., SUITE 200  
 SANTA ANA, CA 92705  
 (714) 555-1234

**CONSULTANTS:**  
 12345 MAIN ST., SUITE 200  
 SANTA ANA, CA 92705  
 (714) 555-1234

**REVISIONS:**  
 12345 MAIN ST., SUITE 200  
 SANTA ANA, CA 92705  
 (714) 555-1234

**PROJECT:**  
 Magnolia Pacific  
 Technology School  
 Santa Ana

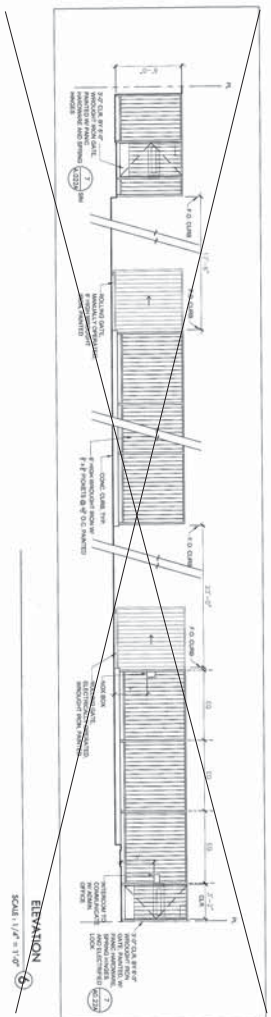
3840 Main Street  
 Santa Ana, CA 92705



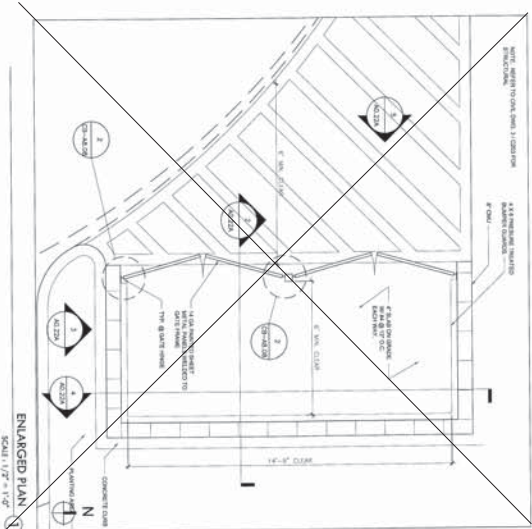




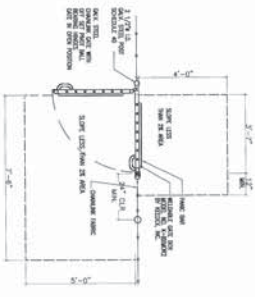




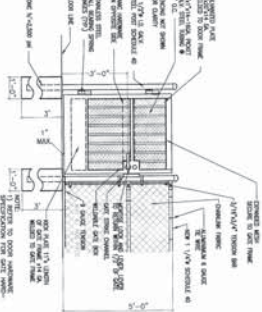
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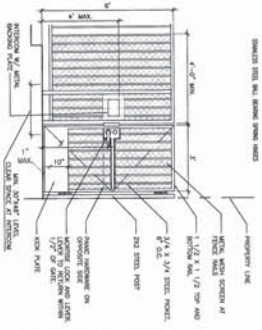
ENLARGED PLAN ⑦  
SCALE: 1/2" = 1'-0"



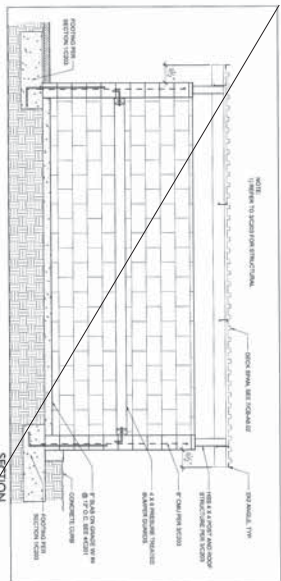
SECTION ①  
SCALE: 1/2" = 1'-0"



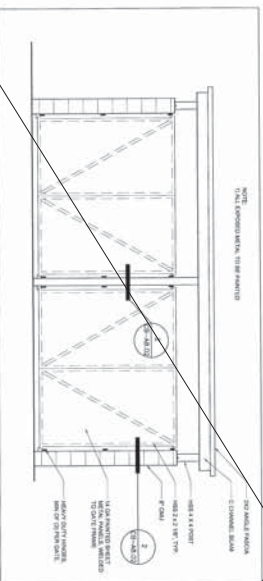
GATE DETAIL - CHAIN LINK ⑧  
SCALE: 1/2" = 1'-0"



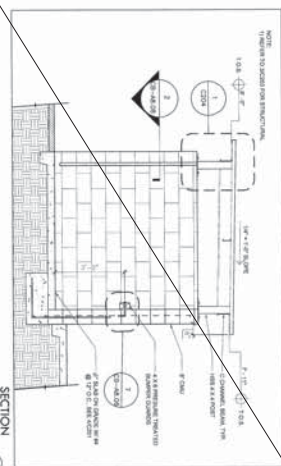
GATE DETAIL - WROUGHT IRON ⑦  
SCALE: 1/2" = 1'-0"



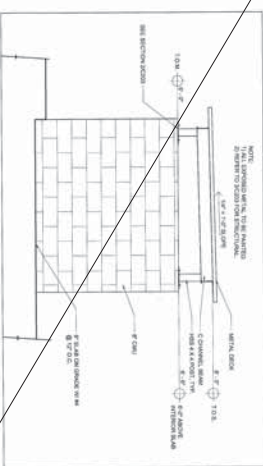
SECTION ④  
SCALE: 1/2" = 1'-0"



ELEVATION ⑤  
SCALE: 1/2" = 1'-0"



SECTION ②  
SCALE: 1/2" = 1'-0"



ELEVATION ③  
SCALE: 1/2" = 1'-0"

PROJECT

Magnolia Pacific  
Technology School  
Santa Ana

3800 First Street  
Santa Ana, CA 92705

CLIENT

Magnolia Pacific  
Santa Ana, CA 92704

ARCHITECT

bullfinch and associates

CONSULTANTS

3030 Redwood Drive, Suite 100  
Santa Ana, CA 92705  
Tel: (714) 754-4400

DATE

1/15/2011

PROJECT NO.

100-11181

DATE

1/15/2011

CONSTRUCTION TEAM  
DR. OF THE STATE ARCHITECT  
APPROVAL  
1/15/2011



No.	Submitter	Date
1	100-11181	1/15/2011
2		
3		
4		
5		
6		
7		
8		
9		
10		

Site Plan  
Sections-Elevations  
A0.22a