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| Committee Agenda Item #: | III A- Action Item |
| Date: | July 12, 2018 |
| To: | Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors Facility Committee |
| From: | Alfredo Rubalcava, CEO & Superintendent |
| Staff Lead: | Patrick Ontiveros, General Counsel & Director of Facilities |
| RE: | Project Change Order Request for MSA – Santa Ana |

I. Proposed Committee Recommendation(s)

Staff recommends that the Board of Directors of MPS (the “**MPS Board**”) approve the change order request from Gafcon, Inc. for \$5,280 for additional services rendered to date described herein for the MSA-Santa Ana Project and an additional \$7,220 allowance for additional services for a grand total amount of \$12,500.

II. Background

A. Policy

MPS Board policy requires that all project change orders be brought to the Board for review and approval. Gafcon, Inc., construction manager for MPS’s MSA-Santa Ana gymnasium project (the “**Project**”), has submitted a change order request for additional fees in the amount of \$5,280.00 for services outside the scope of their contract.

B. The Gafcon Agreement MPS entered into a Construction Management Consulting Agreement with Gafcon as of August 16, 2017 (the “**Gafcon Agreement**”). The Gafcon Agreement provides that “[MPS] 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.”

Gafcon previously sought a contract fee increase of approximately \$45,000 because the time required to manage the Project exceeded their expectations. That request was rejected by Staff for various reasons: (1) MPS and Gafcon contracted for a not to exceed contract amount; (2) the request was made at almost the half-way mark of the Project schedule; (3) the MPS-Santa Ana budget is tight and would not support such a large increase. While Gafcon claimed that they spent a disproportionate amount of time at the early stages of the Project on bond funding



activities, a review of their billings do not provide sufficient evidence to support that proposition. In any event, if that was the case that matter should have been raised much earlier in the Project.

However, Gafcon has performed certain services that are outside of the scope of work covered in the Gafcon Agreement, specifically attending Board meetings to keep the Board abreast of the Project developments, including construction change orders, and providing detailed explanations of construction related issues. Accordingly, Staff believes that it is consistent with the Gafcon Agreement and equitable to improve this increase. Staff seeks a contingency amount of \$7,220 for additional services in the event Gafcon requests payment for additional services and MPS Staff agrees that such payment is warranted.

III. Budget Impacts

The Board was informed at the February 8, 2018 Regular Board Meeting that the revised project budget for MSA-Santa Ana was \$4,671,177 which included an inter-company/school loan of \$600,000 to cover overages above the previously approved project budget of \$3,859,380. The loan amount was premised on realizing savings of \$207,651 from value engineering to yield a total Project budget of \$4,463,526.

Currently total Project budget costs are estimated at \$4,578,406, an increase of \$114,880. This number is inclusive of potential change order requests that may be forthcoming and exclusive of any savings from unused contractor contingency funds and any refunds or discounts due to Owner because of design errors. As a consequence Staff may request an increase in the amount of funds needed to be borrowed via an intercompany loan (from \$600,000 as previously approved to \$720,000). Staff will bring the matter before the Board if such an increase is needed.

Exhibits (attachments):

- A. *Change Order Request*
- B. *Construction Management Consulting Agreement is entered into on August 16, 2017 by and between Magnolia Public Schools and GAFCON, INC.*



Exhibit A

Change Order Request

WORK AUTHORIZATION NO. 002

CONSULTANT: Magnolia Public Schools
PROJECT: Magnolia Science Academy, Santa Ana - Gymnasium Project
DATE: June 15, 2018

THIS WORK AUTHORIZATION HEREBY MODIFIES AND AMENDS the Construction Management Consulting Agreement (“Agreement”) entered into between Gafcon, Inc. (“Gafcon”) and Magnolia Public Schools (“Owner”) dated August 16th, 2017. The following changes are incorporated into the above-referenced Agreement and include all terms and conditions.

MODIFICATIONS ARE AS FOLLOWS:

- 1. Scope of Work:** As requested by Owner, Gafcon shall prepare, attend, and present project status and discuss construction issues at Magnolia Public Schools Board Meetings. Services performed required a total of 33 hours.
- 2. Fees:** Compensation for this Work Authorization 002 shall be for a fixed amount which shall not to exceed \$5,280.00 (Mike Lengyel, Construction Manager, 33 hours x \$160.00/hour = \$5,280.00).
- 3. Reimbursable Expenses:** Owner shall reimburse Gafcon for all out-of-pocket expenses associated with this Work Authorization.

This Work Authorization is mutually agreed to by the contracting parties. The remaining terms and conditions of the Agreement are unchanged by this Work Authorization.

Authorized to proceed and accepted by:

*Robin Duveen, COO
Gafcon, Inc.*

*Caprice Young, CEO & Superintendent
Magnolia Public Schools*

Date

Date

WORK AUTHORIZATION NO. 002

Back-up Information for WA-002:

Time Summary for Mike Lengyel, Construction Manager

| Date | Task | Hours |
|------------|--|-------------|
| 10/12/2017 | Attend October MPS Board Meeting | 5.0 |
| 10/23/2017 | Attend Pre-Board Meeting | 4.0 |
| 11/9/2017 | Attend November MPS Board Meeting | 4.0 |
| 12/5/2017 | Prepare December MPS Board Meeting Report | 2.0 |
| 1/18/2018 | Prepare and Attend January MPS Board Meeting | 6.0 |
| 3/1/2018 | Prepare for March MPS Board Meeting | 1.0 |
| 3/4/2018 | Prepare for March MPS Board Meeting | 1.0 |
| 3/8/2018 | Prepare for March MPS Board Meeting | 1.0 |
| 3/28/2018 | Finalize April MPS Board Report | 2.0 |
| 4/12/2018 | Prepare and Attend April MPS Board Meeting | 4.0 |
| 4/30/2018 | Prepare May MPS Board Report | 1.0 |
| 5/1/2018 | Prepare May MPS Board Report | 1.0 |
| 5/31/2018 | Prepare June MPS Board Report | 1.0 |
| | TOTAL HOURS | 33.0 |



Exhibit B

Gafcon, Inc. and Magnolia Public Schools Contract

CONSTRUCTION MANAGEMENT CONSULTING AGREEMENT

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. 1st 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

09/11/17

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 |