

of the tasks for that month on a line-item basis. In the event Developer and District continue with the Lease-Leaseback Contract for the development of the Project, this compensation for services rendered will be included as part of the GMP to be paid to Developer by District.

Developer shall be responsible for any and all costs and expenses incurred by Developer; including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project's Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer staff and employees working on the Project,

=bXYdYbXYbli 7cbfUWcf. Developer represents and warrants that Developer is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the

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To the furthest extent permitted by California law, Developer shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, Developers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertain , 1 M fiffoevarsiñ t, (t Ca agtom

K cf_Yfg'7ca dYbgUjcb	Statutory Limits
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**7ca a YfVU' ; YbYFU' @UV]`lmi UbX 5i lca cV]Y' @UV]`lmi
=bgj fUbW. Commercial General Liability Insurance and Any
Auto Automobile Liability Insurance that shall protect**

under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that Developer's insurance policies shall be primary to any insurance or self insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Workers' Compensation Insurance and Employer's Liability Insurance Policies shall be written on an occurrence form

5WYdHUV]`lmicZ=bgj fYfg Insurance is to be placed with insurers with a current A.M Best's rating of no less than A: VII, unless

shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

@UVcf`7ca d`]UbW: Developer shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

7YfH]ZWHYg#DYfa]hg#@]WbgYg#FY[]gfhU}cbg Developer and all Developer's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

5i X]h Developer shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Developer transacted under this Agreement. Developer shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Developer shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to

agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

K Uj Yf. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such

Dated:

, 2022

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Signed By:

Print Name:

Print Title:

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- 1) Developer shall perform management and coordination services, plan and specification constructability reviews, provide value engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the Project, including but not limited to the following**

Project delivery;

Provide recommendations on relative feasibility of construction methods, availability of materials and labor; time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

Provide plan review

JUi Y!Yb[]bYYf]b[. Prepare a value engineering report for District review and approval that:

Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

Provides detailed estimate for proposed value engineering items;

Defines methodology or approaches that maximize value; and

Identifies design choices that can be more economically delivered

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Ensures construction documents are well coordinated and reviewed for errors;

Identifies to the extent known, construction deficiencies and areas of concern;

Back checks design drawings for inclusion of modifications; and

Provides District with written confirmation that:

Requirements noted in the design documents prepared for the Project are consistent with and conform to District's Project requirements and design standards.

Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

Confirm Modifications to Design Drawings. If District accepts Developer's comments, including the value engineering and/or constructability

review comments, review the design documents to confirm that those comments are properly incorporated into the final design documents.

In doing so, it is recognized that Developer is not acting in the capacity of a licensed design professional, and that Developer's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Developer's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within Developer's standard of care including without limitation, any applicable laws, ordinance, rules, or regulations.

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At each stage of plan review indicated above, Developer will update and refine the budget of the GMP based on the most recent set of design documents. Developer shall also advise District and the Architect if it appears that the total construction costs may exceed the GMP established by District and shall make recommendations for corrective action. Developer will further provide input to District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

In each budget of the GMP, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the GMP shall include, at a minimum, the following information divided into at least the following categories for each site:

Overhead and profit;

Supervision;

General conditions;

Layout & Mobilization (not more than 1%);

Submittals, samples, shop drawings (not more than 3%);

Bonds and insurance (not more than 2%);

Close-out documentation (not less than 3%);

Demolition;

Installation;

Rough in;

Dollars (\$100,000).

If Developer intends to propose to self-perform portion(s) of the construction of the Project, it must receive District's prior written approval. If approved, Developer must provide its pricing (its bid) to District twenty-four (24) hours prior to Developer's receipt of Subcontractor bids for those portion(s) of the Work

Regardless of the scope of work and not in any way reducing the number of Subcontractor bids based on the other requirements of the Contract Documents, the minimum number of bona fide bids from Subcontractors for scope(s) of Work that Developer is bidding to self-perform shall be Two (2) Bids, not including Developer's pricing/bid

Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.

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Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Developer: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law