



## District Required Forms

## **Section A** District Required Forms

This section includes the following executed forms:

- Proposal Form/Offer to Enter Into Agreement
- District Terms and Conditions
- District Qualification Certification
- Non-Collusion Declaration
- Notice to Contractors Regarding Criminal Records Check
- Conflict of Interest Certification
- District Policy on Business Gifts and Conflicts of Interest

## "The Cumming Team is worth their weight in gold."

— Crystal Leach Associate Superintendent Sequoia Union High School District

#### DISTRICT PROPOSAL FORM

The Board of Trustees of the Alum Rock Union Elementary School District will select a "preferred" program management firm to perform services as described in this RFP. Once appointed by the Board of Trustees, the selected "preferred" firm shall be expected to enter into a contract with the District acceptable to both parties within 15 business days following notification of being selected to complete the project(s) as described in the RFP, subject to approval/ratification by the District's Board of Trustees.

The following "Offer to Enter into Agreement" must be completed and included with responses to the RFP in order for the proposal to be accepted by the District.

#### OFFER TO ENTER INTO AGREEMENT

The undersigned hereby proposes to enter into an agreement with the Alum Rock Union Elementary School District and furnish services as outlined in the request for proposals subject to the terms and conditions contained herein.

Name and Address of Firm	Signature of Authorized Officer or Employee
Name:	Signature:
Cumming Management Group, Inc.	for
Address:	Printed Name:
530 Lakeside Drive, Suite 140	John Olsson
City and State:	Title:
Sunnyvale, CA	Senior Director
Telephone Number:	Date:
408-540-4708	August 18, 2020
Fax Number :	
408-769-6941	
Email Address:	
jolsson@ccorpusa.com	

#### DISTRICT TERMS AND CONDITIONS

- INSTRUCTIONS AND USE OF FORMS. In order to preserve uniformity and to facilitate the award
  of contracts, Respondents shall complete and return the enclosed District-required forms
  with their responses.
- 2. ACCEPTANCE OR REJECTION OF RESPONSES. The District reserves the right to reject any and all responses that are incomplete, contain errors, arrive after the due date/time or are submitted by unqualified vendors. The District reserves the right not to award a contract if the District, in its sole discretion, deems the responses received pursuant to this RFP lacking in any respect or insufficient to meet the District's requirements and needs, or for no reason at all.
- 3. **PROPOSAL PROTESTS.** The following instructions must be followed by a respondent who wishes to challenge the District's selection and award of any contract pursuant to this Request for Proposal:
  - a) Any protest must be submitted in writing to Alum Rock Union Elementary School District, Att: Kolvira Chheng 2930 Gay Avenue; San Jose, CA 95127 on the fifth (5<sup>th</sup>) business day following the District's notification of its intention to award a contract pursuant to this RFP.
  - b) Only vendors who submitted a proposal in response to this RFP may file a protest.
  - c) Protests must contain the following specific information:
    - ·· Protestor's name, address, telephone number and email address;
    - ·· Date on which protestor's response was submitted to the District;
    - Protestor's specific, detailed basis for the protest, which must be supported by facts and/or documentation. Protests based on hearsay, feelings or opinions not supported by facts, will be deemed invalid.
  - d) The protestor shall send a copy of the initial protest document and any attached documentation to all other parties that may be affected financially by the outcome.
  - e) The District will review and evaluate the protest for validity, including, if required, review by outside counsel. The District and/or counsel will provide a response within ten (10) business days of review of the protest letter.
  - f) If upon review, the proposal protest is found to be frivolous or lacking validity, the protest will be rejected and the protesting party may be deemed ineligible to participate in future District bidding or contracts.
- 4. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the express, prior written approval of the District. Any attempted assignment in violation of the provision may be voided at the option of the Board of Trustees.
- 5. **NO CONTACT WITH BOARD OF TRUSTEES**. Respondents may not contact any member of the Alum Rock Union Elementary School District Board of Trustees regarding this RFP, unless specifically invited to an interview conducted by the Board.

6. NON-DISCRIMINATION. The Alum Rock Union Elementary School District does not discriminate in the selection, acceptance, or treatment of any contractor based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law. The District likewise prohibits discrimination by contractors and subcontractors, and may require the successful vendor(s) to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement, in compliance with Government Code 12990.

#### **ACCEPTANCE OF TERMS AND CONDITIONS**

The undersigned hereby acknowledges receipt and acceptance of the above Terms and Conditions.

Authorized Signature:	fr.
Printed Name:	
John Olsson	
Title:	
Senior Director	
Date:	
August 18, 2020	

#### **DISTRICT QUALIFICATION CERTIFICATION**

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, et seq., that I have reviewed all of the information presented in this submittal and know its contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature:	4
	Jan San San San San San San San San San S
Printed Name:	
John Olsson	
Title:	
Senior Director	
Date:	
August 18, 2020	

## **DISTRICT NONCOLLUSION DECLARATION TO BE EXECUTED AND RETURNED WITH PROPOSAL** (Public Contract Code Section 7106)

The undersigned declares:	Cumming Management
I am the Senior Director	of Group, Inc. , the
party making the foregoing Proposal.	
The Proposal is not made in the interest of, or on behalf company, association, organization, or corporation. The Proposer(s) has/have not directly or indirectly induced or sham bid. The Proposer(s) has/have not directly or indirectly with any other proposer or anyone else to put in a sham bid. The Proposer(s) has/have not in any manner, directly communication, or conference with anyone to fix the bid proposed or to fix any overhead, profit, or cost element of the proposed statements contained in the Proposal are true. The Proposubmitted his or her or its Proposal price or any breakdown the information or data relative thereto, to any person, corporoganization, bid depository, or to any member or agent to proposal, and has not paid, and will not pay, any person or expense.	cosal is genuine and not collusive or sham. It solicited any other person to put in a false ally colluded, conspired, connived, or agreed all, or to refrain from submitting a proposal. It is a proposal or indirectly, sought by agreement, ice of the proposal or any other proposer, all price, or of that of any other proposer. All ser(s) has/have not, directly or indirectly, mereof, or the contents thereof, or divulged ration, partnership, company, association, thereof, to effectuate a collusive or sham
Any person executing this declaration on behalf of a propose venture, limited liability company, limited liability partnersh that he or she has full power to execute, and does execute, to	nip, or any other entity, hereby represents
I declare under penalty of perjury under the laws of the Stat and correct and that this declaration is executed on $8/18/2$ _CA_[state]."	
Authorized Signature of Proposer(s):	
Printed Name: John Olsson	
Title: Senior Director	

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints are submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

## CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK AB 1610, 1612 and 2102

To the Board	l of Tru	stees of the Alum Rock Union Elementary School District:
ı, John O	Isson	certify that:
		espondent
1.		have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2.		Due to the nature of the work I will be performing for the District, my employees may have ontact with students of the District.
3.	S	Ione of the employees who will be performing the work have been convicted of a violent or erious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.
I declare und	ler pen	alty of perjury that the foregoing is true and correct.
Executed at_	Sun	nyvale California on August 18, 2020
		Date
		Siedatura
		Sigńature
		John Olsson
		Printed Name
		Senior Director
		Title
		530 Lakeside Drive, Suite 140, Sunnyvale, CA 94085 Address
		408-540-4708
		Telephone

## **CONFLICT OF INTEREST CERTIFICATION**

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME		NAME	John Olsson
TITLE OF OFFICER			Senior Director
	NAME	OFCOMPANY	Cumming Management Group, Inc.
As pa	rt of your	Certification, please response	ond to the following questions listed below:
1.		• •	mbers or consultants been employed by the District in the last three , please provide the following information:
	Par As-	l-time employee? t-time employee? needed employee? Consult ner? Please explain below	{YES} {NO} {YES} {NO} tant? {YES} {NO}
	Explain	:	
	b.	Dates of employment/en	nployment contract/consulting contract?
	C.	Which department(s) did	demployee(s) work at the District?
	d.	Name of Supervisor(s)?	
	e.	Describe job duties and r	esponsibilities for each District position held.
	f.	Last date of employment	?

a.	Name(s) of the Board Member(s) or employee(s)?
b.	Title/position with your company?
c.	If anyone is (was) District Board Member or employee, what percentage of your company' shares does he/she own?
Are an	y of your former employees or consultants presently employed by the District? <b>No</b> If the r is "Yes", please provide the following information for each employee:
a.	Name of former employee(s)?
b.	Position/title with your company?
C.	Please describe their duties and responsibilities for each position held at your company.

By signing below responder acknowledges, agrees and certifies that by submitting its proposal it has reviewed the District's Board Bylaws 9270 and 9270E and that, if awarded a contract pursuant to the RFP, it shall annually and timely file a signed statement of economic interest (Form 700) for filing with the District's filing official. Responder further acknowledges, agrees and certifies that, if awarded a contract pursuant to the RFP, responder shall not be eligible to contract with the District to perform all or any portion of any public works project for the District during the contract term, and responder shall not be eligible to bid, attempt to qualify or be awarded a contract for construction management services for any District project.

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

August	<u>18</u>	,2020
Month	Day	
Sunnyvale	CA	
City	State	
fr		
Signature		
John Olsson		
Printed Name		
Senior Director		
Title		

### Notice of Policy on Business Gifts and Conflicts of Interest

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

- 1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
- 2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
  - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$500 in a calendar year.
  - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
- 3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
- 4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
- 5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
- 6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
- 7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature:
Printed Name: John Olsson
ritle: Senior Director
Date: August 18, 2020
/endor Name: Cumming Management Group, Inc.
Vendor Address: 530 Lakeside Drive, Suite 140, Sunnyvale, CA 94085

## B

Submittal Letter

## **Section B** Submittal Letter



530 Lakeside Drive, Suite 140 Sunnyvale, CA 94085 Phone 408-769-6940 Fax 408-769-6941 ccorpusa.com

August 25, 2020

Mr. Kolvira Chheng, Assistant Superintendent Business Services Purchasing Department Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127

Re: RFP No. 2021-BUS01 for Program Management Services for Construction Projects

Due August 27, 2020

Dear Mr. Chheng,

On behalf of Cumming Management Group, Inc. (Cumming), I am pleased to submit this proposal for program management services to Alum Rock Union Elementary School District (District) for its construction projects funded by the District's bond facilities program and possible State Capital Facilities Funding.

## Why the Cumming Team?

- Extensive Education Experience: Cumming has successfully provided program, project, and construction management support for more than 2,500 construction projects for school districts throughout California since our founding in 1996. With this experience, we are well-versed in responding quickly to owners' needs and are efficient and practiced in allocating our best available resources.
- Local Agency Expertise: With our work in the public sector throughout the Bay Area and California, Cumming has extensive experience working with and receiving approvals from regulations and requirements of local, state, and federal agencies and all applicable utilities, including the Division of the State Architect (DSA), the Department of Education (CDE), and the Office of Public School Construction (OPSC) as well as PGE and others. We understand the District requirements for planning including CEQA documentation, permitting, and construction, and have deep relationships with many local utility companies, municipalities, and government agencies, as well as general contractors, subcontractors, architects, engineers, testing laboratories, and Inspectors of Record.
- Talented and Committed Team: A partnership with Cumming will provide the District with a talented team of professionals who possess both individual and collective experience working with California school districts. We have partnered with InnoActive Group and selected our best team members for the District—each of them experts in their proposed roles and well-trained in forming cooperative partnerships across the life cycle of the project. In addition to our key personnel, your program will have the support of a team of in-house professionals and key leadership. Our team brings extensive educational facility construction management expertise, local bond management expertise, and state-of-the-art management tools.

530 Lakeside Drive, Suite 140 Sunnyvale, CA 94085 Phone 408-769-6940 Fax 408-769-6941 ccorpusa.com

- In-House Cost and MEP Experts: As an integrated service company, we can leverage not only the country's largest cost management team—200+ estimators—but one with the most public education expertise, as well. This includes our nationwide, 30+-person MEP cost estimating team. Our experts communicate scope through detailed estimating to clearly identify cost drivers as well as evaluate energy and resource efficiency, life cycle costing, and Collaborative for High Performance Schools (CHPS) design targets.
- Cutting Edge Market Analysis: Our in-house economists produce and publish <u>Cumming Insights</u>, a comprehensive, quarterly construction market analysis that tracks regional and global trends affecting the industry, such as unemployment, GDP, energy costs, currency indices, materials and labor costs, and construction volume. This wealth of knowledge informs our cost management practice, and we use it to our clients' benefits to ensure we deliver their projects on-budget.
- Firm Qualifications and Reputation: We rank in the top 15 of Engineering News-Record's list of the Top 100 Construction Management-for-Fee Firms in the United States; and among firms that are strictly Owner's Representatives, we rank in the top five.
- Cumming is a pure Owner's Advocate Project/Construction Manager. We do not perform design or construction work on a project. We act purely as your advocate for the best outcomes for your projects in an open and transparent manner to the District and the community.
- Community Communication: Cumming realizes the importance of community communication to successfully and transparently discuss work progress, issues we are dealing with, and of course, highlighting successes and accomplishments.

As demonstrated herein, we have been successfully providing planning and program management services for many similar K-12 school districts throughout California. Based on our team's California K-12 and local agency experience as well as the quality of our staff and recognized success, we are uniquely positioned to offer the District program management services that will ensure the success of your facilities program and construction projects.

As Senior Director, I am an authorized officer of the firm and may speak on its behalf throughout the evaluation process. Should you have any questions, or need additional information, please feel free to contact me directly at (408) 540-4708 or via email at <a href="mailto:jolsson@ccorpusa.com">jolsson@ccorpusa.com</a>. Thank you for the opportunity and your consideration.

Sincerely

John Olsson, DBIA, LEED AP, Senior Director

Cumming Management Group, Inc.

# C

**Table of Contents** 

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# D

Description of Firm

## **Section D** Description of Firm

This section should provide the District information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the needs of the District.

### Firm Overview

Cumming was founded in 1996 as a firm specializing in providing project owners with program, project, construction, and cost management services. We are a privatelyheld California corporation with 950+ employees in 36 offices worldwide, including four in the Bay Area. We will manage your projects from our Sunnyvale office, where we have 12 project manager professionals.

For 24 years, Cumming has been providing comprehensive program, project, and construction management services—including pre-construction services such as budgeting and cost estimating—for California education clients. During this time, we have worked on more than 2,000 K-12 projects, as well as more than 700 public and private college and university projects. Nearly all of this work has been completed in the state of California, giving us an unmatched level of experience here in the state. Collectively, our education portfolio accounts for more than \$20 billion in construction.



#### **InnoActive Group**

We have partnered with InnoActive Group, a local leader in construction management services, focusing on capital program construction. InnoActive is a full-service firm with relevant experience managing program and project budget, funding (bond, state, and general fund), cashflow, schedule baseline and analysis, risk and variance analysis, buyout, programming, construction, closeout, and DSA requirements. They specialize in public education construction work, public contracting code compliance, and education code compliance.

## **Approach**

Cumming will service the District's projects from our Sunnyvale office. Many of our staff live in San Jose or in the surrounding communities. Specifically, John Olsson was born and raised in San Jose and attended the District's schools from Kindergarten through the eighth grade.

Our involvement begins in the preconstruction phase, helping the District with overall planning; establishment of project goals related to scope, budget, schedule, design concepts, and quality; preparation of a conceptual cost budget and preliminary schedule; evaluation of proposed systems, equipment, and materials; analysis of delivery method options; RFP development and contractor/subcontractor procurement; and much more.

Our services continue through the entire life of the project, culminating in the post-construction phase, where we assist the team in developing punch lists, verifying completion of all items, coordinating with inspectors, and training staff on building systems and equipment, to name a few.

We have provided a preliminary schedule at the end of this section.

## Alum Rock Union Elementary School District

**Program Management Services** 

We understand that a team with expertise working with the Division of the State Architect, the California Department of Education, and the Office of Public School Construction is an ideal match for the District. As such, we have included a team that has the experience and knowledge needed to support these and other local and state agencies, including the Department of Toxic Substances Control.

As Principal-in-Charge, John Olsson will ensure the overall delivery of the Cumming project team. He will be heavily involved in the initiation stages of the project and will support the project team in the completion of their duties. Should difficult issues arise, John will provide information, backup, and strategy to resolve them at the earliest time.

William Gong, Senior Project Manager, will serve as the District's Single Point of Contact. He will be responsible for managing the programming, scheduling, budgeting, design, bidding, contract management, construction management, and reporting of the projects. He will provide day-to-day support to the District and oversee progress on the ground, working on site as needed to ensure that construction is meeting all QA/ QC standards. Fully engaged with the Prop 39 Energy Management Initiative for San Rafael City Schools, William successfully completed the program's HVAC upgrade project, Energy Management System District-wide upgrade, lighting retrofit, and deployed PV solar carports to 2 schools. Additionally with the District's sustainability program, William led the electric vehicle charge program with over 100 charge ports deployed for the school district. Funding sources from outside of the bond program were obtained for the majority of the cost, thus saving the District tremendously.

Project Managers Hunter Tasseff and Michael Guardamagni (InnoActive) will coordinate with the District, Design Team, Contractor, and other consultants for their assigned projects. On each project, they will review project progress, documents, assist with the project team meetings, ensure QA/ QC, and issue project reports.

We have included a summary of our team members' qualifications in the following section. Not all team members will be working full time. As such, we will bring in additional staff as-needed for your projects, including the following team members:

- As Cost Manager, Nick Mata will be responsible for estimating costs for the renovation and expansion projects. He will work closely with the project team during all phases of the project to ensure we obtain accurate budgets and costs. His role in our cost management services will ensure we address and account for all project scope and schedule requirements.
- Mitch Buzila will be responsible for all mechanical estimates. He will also review all plans and specifications for conflicts, accuracy, and coordination during his constructability reviews.
- As Program Manager, Teri Mathers will provide big picture oversight to ensure that our processes and estimates are consistent across all projects and that the District's vision is being carried out on all projects. Teri worked as a Program Manager for UC Berkeley for many years and will help set up systems and reporting to expedite the decision process to reflect the priorities of the District.
- Harry Finnerty, Project Engineer, will work closely with the project team to assist with RFI submittals, schedules, and change orders. He will work on or assist with project schedule analysis and will work with contractors to assure the work is done properly and on time.
- Michael Echelmeier, as a former Cumming employee before starting his own constructability company (ECCD), will provide constructability reviews for the assigned project.



C UMMING Making toke Image (see Image).

Foreign		Facilities -	D	Christ	Pintole.	
1. Auto transference	ט	rask rvame	Duration	Start	Finish	Half 1,2021
	1	Alum Rock Bond Program	586 days	Thu 10/1/20	Thu 12/29/22	
No.   Section of substitution for statement   Section	2	Notice to proceed	1 day		Thu 10/1/20	
1					Mon 10/5/20	
		•				
	_					
If some shows procession             9. Section	_					
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March   Marc	_	· · · · · · · · · · · · · · · · · · ·				
No.   Section						
No.	_					
10   Store provision and controls   5 - Sept.   World   75   Part   75   Par	_					f
Section Control Cont						•
10   Commonte   Common   Com		Notice to proceed and contract	15 days	Wed 1/6/21	Tue 1/26/21	
10   1	18	Contractor mobilization	5 days	Wed 1/27/21	Tue 2/2/21	]
18   No.   Section of Control o	19	Construction	60 days	Wed 2/3/21	Tue 4/27/21	
10   Security   10   Securit	20	Project completion	1 day	Wed 4/28/21		1
Mat   Mate   M	_					<del>  </del>
Manual basility   Manual bas						<u>  ±</u>
March   Control   Contro						
1.	_					
Section	_					
100   100						🚣
Note						
Non-control and Collection   Not						
No.   Process of colors Staff Policis - Span STEAM   1 stay   1						
Marchanow   10	_					
10   10   10   10   10   10   10   10	30		31 days	Tue 12/22/20	Tue 2/2/21	
May	24		10 -	T		
1.0   2.0						
Marche   M						
Martie to proceed and contract   13 day   wed 37/021						<sup> </sup>
1.5   Note to proceed and controlates   1.5 days   Need 12/15/1   Need 12/15/11   Need 12/15/11   Need 13/15/11   Need 13/15			81 days	Wed 2/3/21	Wed 5/26/21	
Scient   S	_			1 - 1 - 1		
10   Police completion   1.5 m/s web 5/8/21   Tes 5/8/51   Police completion   1.5 m/s web 5/8/21   Police completion	_					
1.5   Pre-design   1.5   Pre-d						
No.   Processing   No.   No.   No.   19/4/19						
Deciminate circumsters   15 days   the 11/12/12/0   Mon 12/12/12	_					
A   Sering cost design firms	_	Pre-design	30 days		Mon 1/4/21	<u>                                   </u>
A   Frances for design fram   20 days   Test 13/21/20   West 20/23/20		Define scope of shortlisted schools	15 days	Tue 11/24/20	Mon 12/14/20	<b> </b>
A   Design   Septem	41	Develop cost estimates	15 days	Tue 12/15/20	Mon 1/4/21	
A Design	42	RFP process for design firms	20 days	Tue 11/24/20	Mon 12/21/20	
Mathematic design development   19 day   10 x 11/24/19   10 weld 1/20/11   10 weld	43	Firm(s) selection	2 days	Tue 12/22/20	Wed 12/23/20	<b>†</b>
Satis of Design Review   20 days   Thu 12/12/20   Med 17/10/21   Med 37/12/21   Med 37/12   Med 37/12/21   Me	44	Design	90 days	Thu 12/24/20	Wed 4/28/21	h—————————————————————————————————————
Schematic design development   30 days   The 1/12/12   Med 3/0/21	45	Basis of Design Review	20 days		Wed 1/20/21	
March   Marc	46	Schematic design development	30 days	Thu 1/21/21	Wed 3/3/21	1 <u>*</u>
Bed   Design Development		SD Review				
DP   Perewritting	_					<u> </u>
December						
DAS Submission   3 days   Thu 4/39/21   Mon 5/3/21	_					
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Fig.	_					<b>─</b>
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Set   2nd round of response   10 days   Fri 10/1/21   Thu 10/14/15						
Second Contractor Outreach						<u> </u>
Fig.						<b>■</b>
Contractor Outreach   10 days   Thu 4/29/21   Wed 5/12/21	_					
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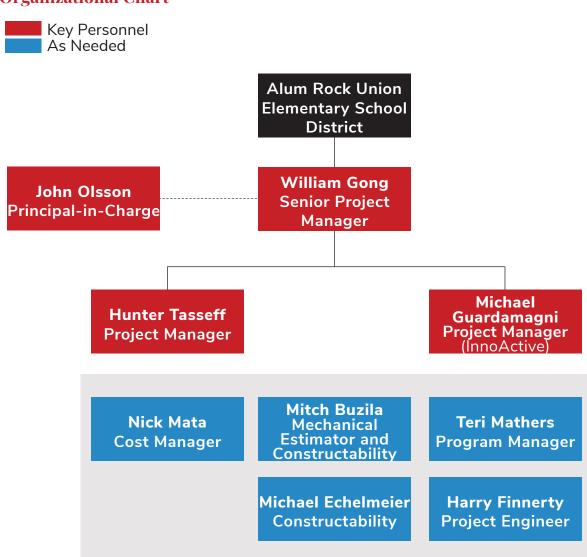
## E

**Project Team** 

## **Section E** Project Team

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the planning, program management and project/construction management of the projects. Use this section to identify the key personnel that would be assigned to the District for each phase of the work and their respective roles. In addition, identify the experience each member of your professional team and support staff to be assigned to the District has in working on school district (K-12) capital facility programs including experience in working with local and state agencies including DSA, DTSC, CDE, OPSC, etc.

## **Organizational Chart**





**Education** 

BS, Construction Management, California State University, Chico

#### Certifications

LEED Green Associate OSHA 30 Safety Training



William is a senior project manager with over 18 years of program management and project delivery experience. Armed with the experience of managing projects for a general contractor plus years of preconstruction estimating for a specialty electrical contractor, William is able to bring a balanced focus between costs and schedule to best serve any client's needs.

South San Francisco Unified School District: Managed the overall construction of the Martin Elementary School Modernization on behalf of the school district. Responsible to oversee the design team during the construction administration phase, managing the general contractor and its subcontractors to maintain phasing and milestone schedule, budgeting, integrate DSA inspection requirements, and managing stakeholder requirements. Project valuation is \$6 million and an 8-month schedule.

San Rafael City Schools: Managed the overall construction of Davidson Middle School Multiple New STEAM Buildings and redevelopment of surrounding site work that includes an outdoor learning space on behalf of the school district. Responsible to oversee the design team during the construction administration phase, managing the GC and its subcontractors to maintain phasing and milestone schedule, budgeting, integrate DSA inspection requirements, furniture design coordination, and managing stake holder requirements. Project valuation is \$15 million and a 12-month schedule.



Education

BS, Construction Management, California Polytechnic State University, San Luis Obispo

## Certifications

DBIA; LEED AP; General Contractor, CA #B407635; Construction Resource Center Board Advisor

## John Olsson, dbia, leed ap

Principal-in-Charge

John has more than 40 years of extensive education and commercial construction experience on complex projects, including HVAC- and MEP-heavy projects. He is an experienced leader with the ability to coordinate efforts of diverse project teams successfully.

**Sequoia Union High School District:** Construction Manager for multiple campuses & projects over eight years.

Oakland Unified School District: Managing 10+ projects ranging from \$45 million to \$2 million; work includes program management, construction management, estimating, mediation, bidding, community presentations and scheduling.

**San Rafael City Schools:** Project and construction management for K-8 bond measure for six+ projects over a three-year period. We work on preconstruction through construction to provide the highest value to the District.

Castro Valley Unified School District: Program, Project, and Construction Manager for their Measure G Bond Program. Overseeing transition from Master Plan through design and construction on all campuses. Oversee budgeting, cashflow, and project management and financial integration systems.

Pajaro Valley Unified School District: Program and Construction Manager for the District; projects included technology upgrades, new facilities, and modernizations to mechanical, roofing, and classroom buildings.



Education
BS, Construction
Management, Cal Poly
University
Welding Technology,
Cuesta College

## **Hunter Tasseff**Project Manager

Hunter is an energetic project manager with a successful track record working with teams on a diverse portfolio of complex and high-profile projects. A "hands on" collaborator, Hunter is known for creating positive outcomes to technical and other project challenges while maintaining a high level of integrity and professionalism.

**San Rafael City Schools:** Providing construction management for five new build and renovation projects related to SRCS' Measures A and B bond program.

Castro Valley Unified School District: Performed various project engineering tasks on a multitude of projects for the past year. Worked with the client, staff and team to quickly produce results.

**Oakland Unified School District:** Provided change order reviews and budget analysis support to the Project Senior Director. Augmented District staff for projects needing additional construction management support.



Education
MBA, Strategy &
Finance, University of
California, Davis

BS, Civil Engineering, University of California, Davis

Certifications
Engineer in Training
(EIT)

## Michael Guardamagni Project Manager (InnoActive Group)

As a Senior Project Manager for subconsultant firm InnoActive Group, Michael specializes in implementing cutting-edge project management practices. Michael has extensive knowledge of public contracting and education codes allowing him to advise and develop bidding requirements and audit contractual compliance. He has managed multiple DSA projects, state funded projects, and public and private education campus buildout projects from design through closeout.

Lick Wilmerding High School Campus Expansion: Project Manager for demolition/construction of new four-story classroom and admin wing, and a two-story lab retrofit. Construction took place during the school year on a live campus, with utility shutdowns and tie-ins taking place after hours and on weekends to not disturb school operations.

City College of San Francisco, Construct CCSF Program: Senior Project Manager for \$845 million bond program. Responsible for programming and design criteria, contractor pre-qualifications, and facilitating public bidding process. Active projects managed included DSA submission, approval, and closeout. Multiple projects were managed through CEQA compliance process.



Education BS, Civil Engineering, University of California, Berkeley

#### Certifications

Certified Professional Estimator, American Society of Professional Estimators, No. 1.4-000109-0715

## Nick Mata, CPE Cost Manager

As a Director for cost management with 18 years of experience, Nick's background in research and conceptual estimating for large-scale projects is invaluable. He is proficient at providing services for capital programs, master plans, facility studies, renovations, new construction, and modernizations alike.

- Castro Valley USD, Measure G Construction, Castro Valley, CA
- Cupertino USD, Kennedy MS Modernization, Cupertino, CA
- Eastside Union HSD, Measure I Bond Program, San Jose, CA
- Erickson Elementary School, Repairs/Modernization/ADA to Classrooms-Admin-Restrooms, San Jose, CA
- John Swett High School, Campus Modernization, Crockett, CA
- Livermore Valley Joint USD, MS Master Plan, Livermore, CA
- Longfellow ES, Needs Assessment, San Francisco, CA
- Montclair Elementary School, Oakland, CA
- Morgan Hill USD, Series A Bond Fund Projects, Morgan Hill, CA
- Oakland USD, Measure J Bond Program, Oakland, CA
- Pajaro Valley USD, Program Mgmt Support, Watsonville, CA
- Palo Alto USD, El Carmelo ES Renovation, Palo Alto, CA



Education

MS, Mechanical Engineering, Transylvania University BS, Mechanical Engineering, Transylvania University

#### Certifications

Registered Engineer-in-Training, Oregon State Board for Engineering

## Mitch Buzila Mechanical Estimates and Constructability

As an Associate Director, Mitch's responsibilities include leading quantity analysis, on-screen takeoffs, specification review, cost budgeting, milestone cost modeling, change order estimating, and serving as the expert for costs relating to mechanical aspects of projects. He is involved with projects from the conceptual level design through to construction level documents, is able to provide additive/deductive pricing for alternative systems/ materials/methods at any estimate level, and reconciles mechanical estimates with other engineers, contractors, or consultants.

- Berkeley USD, Berkeley HS Theater Modernization, Berkeley, CA
- Dublin USD, Dublin HS New Engineering Complex, Dublin, CA
- Fremont HS, Admin. & Student Ctr. Modernization, Fremont, CA
- Newport-Mesa USD, HVAC System Replacement for Six Elementary Schools, Costa Mesa, CA
- Pacific Trails MS, Addition of New Two-Story Classroom Building, San Diego, CA
- Portland Public Schools, Upgrade Fire Alarm/Protection Systems at 7 Sites, Portland, OR
- Portola Valley SD, Two-Campus Master Plan, Portola Valley, CA
- Redwood City SD, John Gill ES Modernization, Redwood City, CA
- Sequoia Union HSD, Summit Everest Charter High School Renovations, Redwood City, CA

# R

# Experience of Firm with California K-12 School Districts

## **Section F** Experience of Firm with California K-12 School Districts

Describe experiences your firm has in assisting K-12 school districts in California in providing program, planning and constructions services as outlined in this RFP.

Our education portfolio includes extensive expertise with K-12 school district bond programs, California community colleges, and higher education. Cumming has managed projects and programs from start to finish for numerous California K12 clients, including Sequoia Union School District, Oakland Unified School District, Castro Valley Unified School District, Pajaro Valley Unified School District, San Rafael City Schools, Glendale Unified School District, Weaver Union School District, Los Angeles Unified School District, and many more.

Much of this work has centered on multiyear bond programs that featured numerous education renovation projects; extensive interaction with various district, city, county, and state agencies; and compliance with a variety of applicable codes and regulations.

## **California Department of Education**

Through working on hundreds of educational projects throughout California, we are deeply familiar with the California Department of Education and have had former team members involved in the authorship of the "Grid Neutral Schools" section of the California Department of Education's "Schools of the Future" initiative.

### **Division of the State Architect**

Our vast experience in the California K-12 and higher education sectors has given us the opportunity to understand the complex nature of working with State Regulatory Agencies such as DSA. We have a thorough

understanding of the processes and procedures required by these agencies with regards to plan review, code interpretation, permitting, testing and inspection, construction phase changes, project closeout and agency certification. We have found that the best way to lead each project through this process is to develop professional, working relationships with the agency personnel.

At the start of each education project, we make it a priority to schedule a presubmittal meeting with DSA representatives to introduce the project, communicate the project scope and design approach, and listen to agency personnel. By facilitating this initial meeting, we set the tone for a collaborative relationship with DSA that serves the project well and establishes a roadmap for the design review process. As we proceed through the development of the design phase of each project, our managers continue to lead the collaboration process with DSA to ensure that the design is tracking in a timely manner and that code requirements and agency expectations are being met.

Once a project achieves DSA approval, our efforts don't stop there. As you know, DSA continues to play a vital part throughout the construction and close out phase of each project. Because of this, we continue to shepherd the project by continuing to collaborate with the DSA field engineer to ensure that changes to the approved design documents are adequately documented and submitted to DSA for review and approval.

The most challenging aspect of managing these projects has not been the construction

## **Alum Rock Union Elementary School District** Program Management Services

phase oversight or agency preconstruction approvals, but the on-time completion of punch lists, timely receipt of DSA approved change orders (CCD's), contractor close-out, and final DSA certification. We have been able to overcome these challenges through persistence and follow-up and because we are familiar with each of the required forms and documents needed to be gathered from project inception through final record of payment.

Office of Public School Construction

Because we have been performing project/ construction management services for so many years, we have been able to build excellent working relationships with all of the State agencies that govern public school construction. This includes the OPSC. Our close and repeated work with the OPSC hundreds of projects to date — has given us a deep understanding of their various funding opportunities, which include New Construction Grant. Modernization Grant. Career Technical Education Facilities Program, Overcrowding Relief Grant Program Funding, High Performance Incentive Grant, Seismic Mitigation, Local Rebates, and other Grants.

## **Other Agencies**

Cumming has experience interfacing with the California Department of Fish & Game, the Department of Toxic Substances Control (DTSC), and the California Environmental Quality Act (CEQA). Our team members have addressed abandoned underground storage tanks, arsenic removal and the phantom identification of 1-3 Butadiene contamination with representatives of the DTSC. In each instance we were able to plan for removal and obtain timely clearance. In addition, Cumming has developed good working relationships with staff from multiple local jurisdictions including engineering departments, public works departments,

and permitting agencies. Cumming has successfully interacted with the State Fire Marshal. We have experienced, licensed, professional fire protection engineers. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards and local/regional amendments.

"Working with the talented staff at Cumming, we were able to turn our vision into a blueprint that enabled us to transform our most underperforming and challenged schools into sustainable, thriving learning environments."

> - Patrick Kennedy, Vice President Sacramento City Unified School District Board of Trustees

# G

References

## **Section G** References

Identify at least five (5) Northern California school districts in which you have provided consulting services as described in this RFP under a direct contract with the district. Further, use this section of the proposal to indicate the areas of expertise you have previously provided and how the firm's expertise will enable the District to benefit from said expertise. Include the name of the district, the size of the district, the type of services provided, a description of the project and the dollar amount of the project.

#### References

Our five Northern California references include Castro Valley Unified School District, San Rafael City Schools, Sequoia Union High School District, Oakland Unified School District, and Pajaro Valley Unified School District.

## Castro Valley Unified School District

Castro Valley, CA

**Project Name:** Measure G Bond Program

**Project Status:** Completed 2019

Size of Budget: \$25 million

**Size of the District:** 9,358 students

Project Size: Multiple projects, square feet

varies

**Key Contact Person:** Sharon Trieu-Quince, Director of Facilities Construction, (510)

537-3000 ext. 6903

#### **Description of Services**

Cumming was the Program and Construction Manager for Castro Valley Unified School District's Measure G Bond Program. We planned and completed initial summer work on schedule in the summer of 2017 and completed work on planning, designing, sequencing, and other ongoing work in the summer of 2018 school year with minimal impacts to the school and students. We worked on the longer and larger projects to schedule, estimate, and quality engineer the work. We utilized the total value design approach from Lean Construction Institute that requires a collaborative effort by all team members to keep scope and design in line with the budget.

## San Rafael City Schools

San Rafael, CA

**Project Name:** Measure A Bond Program

Project Status: All projects completed in

2019 except Venetia Valley

Size of Budget: \$108 million

Size of the District: 4,730 students

Project Size: Multiple projects, square feet

varies

**Key Contact Person:** Daniel Zaich, Senior Director, Capital Improvements, Sustainable Design & Construction, (415) 492-3285

#### **Description of Services**

Cumming is providing construction management for San Rafael City Schools' Measure A and B bond programs, which have a total budget of \$269 million. Projects include construction management for five brand-new, ground up school additions (1. San Pedro, 2. Davidson, 3. Laurel Dell, 4. Venetia Valley, 5. Glenwood) that include classrooms, lab rooms, multipurpose buildings, and administration buildings. These five school sites combined cover more than three acres of land improvement and cost more than \$75 million in construction. Additionally, we are supporting the client with their sustainability initiative goals. This includes managing the different grants and rebates that are available as funding sources for these goals.

## Sequoia Union High School District

Redwood City, CA

Project Name: Tide Academy
Project Status: Completed
Size of Budget: \$45 million

Size of the District: 10,021 students

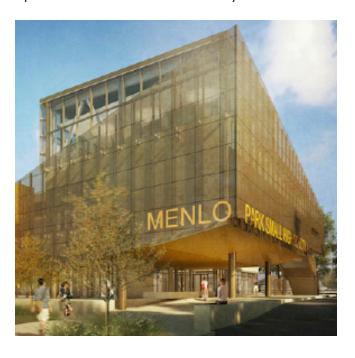
Project Size: Multiple projects, square feet

varies

**Key Contact Person:** Louise Pacheco, Construction Dept., (650) 306-1788

### **Description of Services**

Cumming provided project management support, schedule review, and assistance to Sequoia Union High School District in expediting completion to their new 45,000-sq.-ft. high school focusing on technology, innovation, design, and engineering. We assisted the district and contractors to take a project that was far behind schedule and worked it so that it opened on time for the first day of school.



## Oakland Unified School District

Oakland, CA

**Project Name:** Measure J Bond Program

Project Status: Ongoing Size of Budget: \$475 million

**Size of the District:** 37,075 students

Project Size: Multiple projects, square feet

varies

Key Contact Person: Kenya Chatman, Acting Director of Facilities Planning, (510) 500-5630, Kenya.chatman@ousd.org

### **Description of Services**

Cumming has been working as Oakland Unified School District's (OUSD) Program and Construction Manager on more than 12 projects ranging from \$1 million to \$65 million. Their Bond Measure J was recently passed for \$475 million dollars. The District has given us their most difficult projects to manage and resolve preexisting issues on, and initial smaller projects have been completed during our year on the project. We have closely with the District, their legal team, and the Board to bring projects back in line with budget and costs. John was considered the Chief Negotiator on the Lease-Leaseback contracts during the contract and negotiation phases. We reviewed and had the elevator specifications changed to save the District more than \$1 million on their new elevators being installed. On an existing major campus project, we found that the contract was written poorly and did not correctly meet new codes. We mitigate these project risks by becoming very knowledgeable about the projects and working collaboratively with the designers, Inspectors of Record, and the District to review planned work and work in place.

## Pajaro Valley Unified School District

Watsonville, CA

**Project Name:** Measure L Bond Program

Project Status: Ongoing Size of Budget: \$20 million

Size of the District: 20,400 students

Project Size: Multiple projects, square feet

varies

**Key Contact Person:** Joe Dominguez, Chief Business Officer, (510) 535-7083

### **Description of Services**

Cumming provided bond management services on \$20 million of the District's \$150 million program on 48 projects: included technology upgrades to the IT infrastructure and IT rooms on across 14 campuses as well as courtyards, repairs, sewer line / irrigation elements, and more. Cumming's responsibilities included design management; schedule management; cost and budget management; value engineering; constructability review; project controls for all aspects of the design and construction management phases; site and stakeholder communication and coordination; community outreach; construction phase management; construction and financial close-out phase management; furnishing, fixture, and equipment move-in and occupancy phase management; stakeholder training and acceptance; and DSA certification. In 2018, PVUSD rehired Cumming to provide program management services for their new bond program.

## **Areas of Expertise**

Cumming has a wide variety of expertise that will benefit the District.

#### **Community Outreach and Presentations:**

The Cumming team is very experienced in supporting districts with their community outreach programs. We utilize many different communication tools to inform the parents, schools, district staff, and community on the progress of work in a clear manner that makes people feel informed and engaged in the progress of work. By being transparent and factual, trust is cultivated within the community that their bond dollars are being spent wisely. This provides continuous support for the bond improvement projects.

## **Community Outreach Focus**

**Engagement** 



Regular Forums



Track Feedback and Follow Up

Transparency



Real-Time Data



Construction Phase Live Feeds

Accessibility



Virtual Options



**Project Website** 

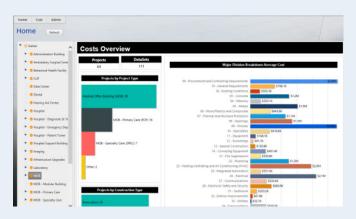
**Program Management and Control** 

Systems: Cumming is extremely well versed in a wide variety of project management systems. We have successfully utilized most largescale systems including Prolog, Proliance, Expedition and others. Moreover, Cumming has developed our own in-house system, CAPP Analytics, that provides dashboard information in a clear and concise manner for the different user groups. CAPP analytics is able to take different PM systems

## **Alum Rock Union Elementary School District**

**Program Management Services** 

from the Architects, Contractors, and the District and seamlessly develop reports and tracking of the information of the different PM programs into one place to access and review information.



CAPP Analytics Dashboard

### Constructability and Value Engineering:

When providing constructability reviews and value engineering on our projects, we have saved the District's both time and money of their projects. Constructability reviews save costs and time in the reduction of RFIs and change orders by providing more complete documents for bid and construction. Value engineering starts during design and continues through preconstruction and construction. Our value engineering system relies on a very collaborative effort by all team members to review design elements, discuss options, and utilize the most cost effective solution while not compromising quality.

Program Management: Our team members have a great deal of experience supporting districts' management of their overall program. Cumming will review the Facility Conditions Assessment report thoroughly to maximize initial projects impacts for the community. We will prioritize and develop a long-term improvements schedule that will be cash loaded for funding planning. On a district-wide level, we will clearly communicate near term and long term goals and objectives for the district.

### **Project Management (Preconstruction):**

Our team of Constructability, Cost, MEP, and Sustainability experts review the documents to achieve the highest quality for bidding. We proactively work with the District for contractor outreach, prequalification, and develop good bid documents and coordination. We analyze the bids to recommend the best responsible bidder. We will work with the District to reach out and get bids for special testing and select excellent Inspectors of Records.

Construction Management: Our onsite construction management team works very proactively with the architects, engineers, inspectors, and contractors to communicate and resolve issues, questions, and concerns that are part of any project. We act as an extension of the project to collaboratively support all parties for a smooth, efficient project.

### **Cost Management (Estimating & Budgets):**

With over 40 estimators in the Bay Area and hundreds across the country, Cumming has a real-time database of costs and trends affecting the construction industry.

Cumming Insights updates those trend and reports finds quarterly.



# Section

# Proposed Methodology and Capabilities

### **Section H** Proposed Methodology and Capabilities

Describe the technical capabilities for scheduling, budgeting, cost estimating, document control and public information web sites used by your firm in working with K-12 California school districts. Provide recent examples of reports for each of the above categories.

### **Scheduling**

Cumming provides clients with planning and scheduling services for all project phases, from development and pre-design through construction closeout. The primary scheduling software employed by Cumming is Primavera P6, but staff members are equally as familiar with the use of SureTrak, Expedition, and Microsoft Project software. Our experts are capable of conducting schedule reviews, preparing and updating master program detailed project schedules, as well as as-built schedules for forensic analysis purposes.

### Schedule Analysis

The underlying foundation of schedule management rests on the Critical Path Method (CPM) schedule. Our team has built thousands of CPM schedules and understands how they can be manipulated by the underlying adjustments to floats, leads and lags, duration adjustments, alterations in logic, and constraints.

Schedule Communication and Reporting
Project schedules are updated regularly—
never less than once per month; generally,
more frequently—and any delays are
identified and communicated to all parties at
the next regularly scheduled management
update meeting. As a matter of course,
we use the schedule as the primary tool to
inform our clients of the critical deadlines the
team is working towards.

Schedule Maintenance and Management We believe that a schedule is only valuable if the progress is measured and evaluated against an agreed baseline. Schedules should serve not only as a historical view of a project at a particular moment in time, but as a management tool that should be used to evaluate and drive results. We report the results and evaluate current performance against baseline goals. Changes typically impact the schedule. We also evaluate changes to determine whether these impacts affect the critical path or whether they are ancillary and thus may not cause a delay in project completion. We provide our clients with mitigation options should changes impact the timely completion of a project.



Sample Schedules

### **Budgeting**

A comprehensive and detailed early cost budget forms one of the foundations of a project's success. To provide a complete cost plan to detail the construction budget we first start with a complete review of all design information, parameters, constraints, and schedule. We work with the design team to fully understand all aspects of project scope and identify all cost drivers and nonstandard cost issues up front. It is our role to budget for all required scope to construct a project regardless of what level of detail of design information is available. This is done through conceptualizing building systems at an early stage.

Ongoing communication between the estimator and design team/owner will refine assumptions allowing us to accurately describe design intent and intended scope. However, there are times in the infancy of a project where this design information is not available or doesn't exist yet and the client needs a budget to send to the board or other managing and financial entities that need to approve a specific budget to allow the project to move forward. We call this budget estimating, and this is where Cumming shines—at this inception phase. Estimating project costs with limited information can be tricky; however, with our crew-based database, comparative cost analysis and benchmarking, we can incorporate the District's needs into a comprehensive project cost model that would give a detailed cost break down of similar projects.

We take into account the project similarities including program, scale, building materials, local labor and compensation rates, material availability and pricing, sub-contractor markups, as well as a forward-looking analysis of the Bay Area marketplace, financial climate and escalation projections.

### **Cost Estimating**

Cumming provides cost estimating services from programming through final construction documents. We understand the importance of accurate, traceable and audit-proof cost estimates and we provide a structured and timely approach to develop, review and implement approved estimates into the construction management process. As an independent cost estimating consultant, we have no ties to contractors or designers, thus ensuring that the client receives an unbiased opinion of cost for their project. The number of estimates for a project is determined by the complexity of the project.

Cumming has the largest pool of in-house cost managers on the west coast, with more than 300 cost managers / quantity surveyors. Representative electronic tools our team members use include On-Screen Takeoff (OST), Microsoft Excel, DProfiler, DrChecks, REVIT model quantity extraction for BIM, as well as software typically utilized for DoD projects such as MCACES/MII, SUCCESS, and PACES.



Sample Cost Management Reports

### **Document Control**

Cumming has flexibility to use a variety of Program Management Systems, including our own CAPP Analytics. Our flexibility in the use of these informational systems allows complete agility to interface with and meet our clients' requirements.

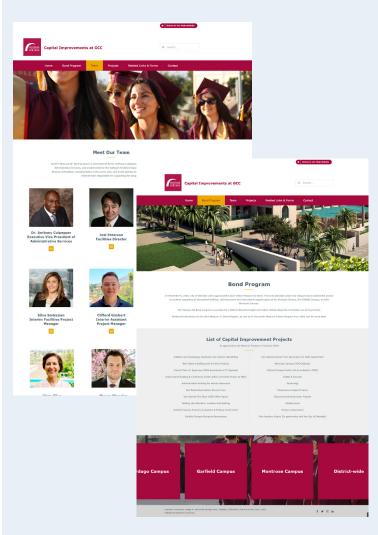
Cumming primarily uses CAPP Analytics as a multi-project planning and information and communication tool to create, track, and report the majority of project and program level information. It is generally employed as our contract management tool to establish detailed information for tracking progress and to conduct administrative contract management functions on design and construction projects. Furthermore, CAPP Analytics, provides easy to read, easy to operate information tracking for budgets. RFI logs, daily reports, expenditures and commitments. It allows for clear, precise tracking of all budget approvals, budget revisions, commitments, commitment revisions and expenditures. CAPP Analytics provides a secure program management and accounting program that establishes different levels of authority for viewing and editing information.

### **Public Information Websites**

Cumming has developed and coordinated the maintenance of both landing pages and entire websites whose purpose is to educate and update the public on projects happening in their community. We work with public entities every day to ensure their public investment is being managed efficiently. We relay this message via presentations at Town Halls as well as PTAs, local municipalities, School board meetings, Bond Oversight Committee meetings, and many more.



CAPP Analytics Dashboard



Sample Public Information Websites

Sa	mple Approach to Scope of Wo	ork
Phase I – Programming	Phase II – Design	Phase III – Construction and Closeout
	Initiation	
<ul> <li>Define scope and deliverables for pre-design activities</li> </ul>	<ul> <li>Define and formalize scope, schedule, and deliverables for design</li> </ul>	<ul> <li>Define scope, deliverables, and milestones for construction</li> </ul>
	Planning	
<ul> <li>Develop work breakdown structure</li> <li>Define progress reporting and establish protocol for routine progress meetings, reports, and issue tracking</li> <li>Assist with or perform initial site visits and requirements generation</li> <li>Define stakeholders; prepare community communications plan</li> <li>Prepare schedule; define decision points and milestones</li> <li>Prepare budgets</li> <li>Define sustainability and energy performance goals</li> </ul>	<ul> <li>Update schedule according to input from the A/E Team</li> <li>Refine and formalize project budget</li> <li>Plan process for employee and/or public involvement</li> <li>Refine and formalize project sustainability goals</li> <li>Incorporate District design standards into A&amp;E requirements</li> <li>Define communication to community and District plans and actions</li> <li>Reach out and notify Public Utilities of pending projects</li> </ul>	<ul> <li>Define progress reporting requirements and establish protocol for progress meetings, i.e. reports, and issue tracking</li> <li>Review contractor schedule to identify critical path and opportunities/threats</li> <li>Manage budget and validate costs</li> <li>Prepare quality control/assurance plan</li> <li>Ensure commissioning specifications are incorporated into project</li> <li>Review Contractors safety plan</li> <li>Identify and facilitate procurement of long lead time equipment/FF&amp;E to avoid delays</li> </ul>
	Executing	
<ul> <li>Complete due diligence, including aiding in completing EIR if requested</li> <li>Coordinate communications and documentation of project pre-design activities</li> <li>Review conceptual plan and project to date</li> <li>Collaborate with staff and advise on project delivery system</li> <li>Prepare Procurement Findings</li> <li>Prepare RFQ docs for project bidding</li> <li>Assist and manage the project delivery procurement and negotiation process</li> </ul>	<ul> <li>Conduct weekly project team meetings</li> <li>Prepare and distribute meeting minutes</li> <li>Perform design and schedule/estimate review sessions for SD, DD, and 50% CD</li> <li>Facilitate value engineering conversations, including developing a VE log</li> <li>Perform Constructability reviews, and back-check that changes are incorporated into bid documents</li> <li>Assist with stakeholder outreach and communications throughout community</li> </ul>	<ul> <li>Conduct weekly coordination meetings</li> <li>Provide quality assurance to help ensure quality and compliance with the contract</li> <li>Issue monthly budget reports</li> <li>Review and process contractor progress and payment applications</li> <li>Review test reports and identify areas of nonconformance</li> <li>Track progress of construction, including onsite observation</li> <li>Assist Architect in coordination of RFIs</li> <li>Coordinate resolution of issues</li> </ul>

### Executing

- Evaluate sustainability goals/
   Solicit third party contracts opportunities
- Research and advise on sustainability cost benchmarks
- Organize and facilitate meetings with stakeholders and the community and make presentations
- Review and prepare bidding documents, and assist in procurement
- Assist in bid analysis and selection for the Contractors

- for the projects
- Evaluate costs associated with identified sustainability and other benchmarks
- Building permits, as well as other government agency approvals
- Work with Utilities for planning and approvals. Coordinate payment of fees
- Organize and facilitate meetings with stakeholders and the community and make presentations

- Track and analyze potential change orders and keep District exposure log of all potential added costs
- Negotiate change order approvals
- Coordinate special consultants and testing by third parties
- Assist with public utilities coordination
- Organize and facilitate meetings with stakeholders and the community and make presentations

### Monitoring and Controlling

- Assist with refinement of A/E and GC scope/budgets during contract negotiations; serve as a resource in resolving any issues between stakeholders
- Manage separate testing and due diligence contracts, if needed
- Interface with the District, utilities, and other municipalities to clearly define goals and objectives
- Continuously monitor budget; review and approve all project design invoices for payment
- Continuously monitor correspondence between the project team and stakeholders
- Ensure design & technical specs continue to meet user and stakeholder needs
- Track design issues and resolutions
- Track Value Engineering items, their values, and the analysis and decision points

- Continuously monitor budget and review and approve invoice payments
- Continuously monitor schedule
- Continuously monitor correspondence, including Architect's approvals of shop drawings, product data and samples as well as Contractor RFIs
- Analyze and provide recommendations to the District on change orders and/or claims, if any

#### Closing

- Ensure receipt and signoff on all pre-design deliverables
- Ensure receipt and sign-off on all deliverables
- Assist with close-out activities including punchlisting activities, obtaining certificate of occupancy
- Ensure any O&M manuals, record drawings, key tools and spare parts, and warranty information are delivered, and staff training is complete

## Section

Legal Issues

### **Section I** Legal Issues

Cumming has never failed to complete a contract, defaulted on a contract, or been denied a contract due to non-responsibility to perform. The majority of these claims have occurred in South Carolina where we often perform CM multi-prime delivery services and are named by contractors in claims against the Owner. Additionally, we have never had fines levied by any governmental unit.

Is there currently any legal action pending against your firm or an affiliated firm by another public agency related to services, or lack thereof, provided by your firm or the affiliated firm? (An "affiliated firm" means a firm owned or controlled by you.)

### **Pending Issues**

Rosser Architects – December 2019:
An architect, Rosser International, which has been sued by a municipal owner for alleged design issues has implead all of its consultants engaged on the project even though Cumming was not involved with the design and there has been no pleading of any specific wrongdoing by Cumming.

Present Status: Ongoing- Superior Court, Santa Barbara County

Date of Resolution: Pending

David E. Trafecanty – February 2020: The suit is for injuries allegedly suffered by an employee of the general contractor, Access Pacific, Inc., on or about 11/15/18 as a result of allegedly inadequate shoring for a trench excavation. Cumming served in the role of Project Manager. As PM, Cumming was not responsible for safety conditions at the site which were the responsibility of the contractor.

Present Status: Ongoing- Superior Court,

Los Angeles County

Date of Resolution: Pending

Has your firm entered into any settlements or had judgments against it any time within the last ten (10) years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery/ judgment?

### **Resolved Issues**

Most are from a South Carolina (SC) firm we acquired a few years back that had previous issues when we purchased them, which we resolved.

Beaufort County School District, Beaufort, SC – April 2012: Design Professional Errors & Omission not corrected during constructability review performed by Cumming as the Owner's Advocate. Present Status: Matter settled through Mediation

Date of Resolution: January 2014

Bradley Harris / Lance Punch, Lexington, SC – June 2012: Two mechanical workers injured while installing a piece of ductwork on a project where CUMMING was the Owner's Advocate.

Present Status: Mediation has been settled. Date of Resolution: December 2014

Palmetto Grading, Lexington, SC – January 2012: Palmetto Grading's contract was terminated for convenience and claimed wrongful termination.

Present Status: Matter was mediated and

Date of Resolution: April 2012

Judy's Electric, Richland, SC – September 2011: Judy's Electric claimed they incurred additional fees due to schedule changes. Present Status: Mediated and settled Date of Resolution: March 2012

### **Alum Rock Union Elementary School District**

**Program Management Services** 

Elena Ferree, Lexington, SC – January 2013: Plaintiff claimed failed supervision to ensure proper and safe operation of an exiting truck. Present Status: Matter settled Date of Resolution: December 2013 Mike Ritchie, Lexington, SC – September 2013: Local resident claiming environmental water quality and property damage arising from the construction of a nearby elementary

Present Status: Matter settled Date of Resolution: October 2015

school.

Triad Mechanical, Weaver Contracting & Guarantee Company, Charleston, SC – August 2015: GC on project filed for bankruptcy and their license expired so Surety Company took project over, two sub-consultants claimed they were not paid amounts they felt were due to them Present Status: Matter Settled Date of Resolution: April 2016

Jasper County School, Ridgeland, SC – April 2012: A sinkhole developed at a school site.

Present Status: Matter settled Date of Resolution: April 2017

West Tech Mechanical, Glendale, CA -November 2016: Mallcraft, the GC had missed several contractual completion dates as well as adjusted project completion dates to accommodate their non-performance. These delays were attributed to several of their subcontractor's lack of manpower and performance and project defects. Specifically, the HVAC subcontractor was not fulfilling their contractual obligations which in the College's eyes left them no choice but to default Mallcraft after numerous notices and chances to correct the situation. The District consulted with their legal counsel and opted to default them on several grounds. The plaintiff (the HVAC sub) had the most corrective items issued by the State of California and a replacement firm was brought in by both the GC bonding company and the HVAC bonding company. Subsequent to this take over, the new GC and mechanical subcontractor at their own discretion has discovered numerous additional substandard construction conditions and has elected on their own to take corrective action to align the work

in a code and contract compliant manner. Plaintiff is claiming they have unpaid monies due to them which is a result of the GC holding monies to cover the multiple State deficiencies and corrective action requirements.

Present Status: Matter settled Date of Resolution: October 2019

China Construction, Charleston, SC – March 2018: This was a result of a subcontractor for China (Judy's Electric) going under midway through construction of St Andrews ES in late 2014 (school opened July 2015 6 months late) in which China had not required Judy's to have a bond. The District had to supplement the electrical contractor in order to get the project completed so they had several back charges to China. China is requesting unpaid retainage and damages. Present Status: Matter settled

Present Status: Matter settled Date of Resolution: October 2019

### **Groves Construction, Tahoe Beach Club**

 December 2017: Dispute regarding framing work (NB: No actual litigation ever commenced)

Present Status: Settled after mediation Date of Resolution: March 2018

Within the past ten (10) years, has your firm ever had a services contract terminated by a California public agency? If yes, please identify the name of the public agency and the reason for the termination.

No.

Has your firm or any affiliated firm ever been sued by any public agency for fraud or false claims? If yes, please identify each action including the names of all parties, the venue/location of each action, the date the action was filed, and the outcome of each such lawsuit. (An "affiliated firm" means a firm owned or controlled by you.)

Has your firm ever filed for bankruptcy protection or been declared insolvent b

protection or been declared insolvent by any court, or had a receiver appointed to manage the assets of the firm? If so, please describe all such instances.

No.

No.

# Section

Fees

### **Section J** Fees

Understanding that fees are negotiable depending on the scope of the project agreed to by the District and successful firm, provide a preliminary cost and fee summary for each phase of the work described in this RFP. The proposal can be in terms of a "fixed fee" for each phase or if you prefer to list an hourly rate for each member of the team to be assigned to a project also include any additional costs above the hourly rate as well as a "not-to-exceed" amount for each phase of the work identified in this RFP.

The following rates are our standard rates for this proposal; however, these rates are negotiable based on project size, duration, and number of staff needed. Hourly rates will be the same for all phases of the project.

Discipline	Hourly Rate
Project Management	
Senior Director	\$215.00
Senior Project Manager	\$190.00
Project Manager	\$175.00
Constructability Manager	\$175.00
Assistant Project Manager	\$145.00
Project Engineer	\$115.00
Administration / Clerk	\$75.00
Senior Scheduler	\$190.00
Cost Management	
Managing Director / Director / Regional Director	\$215.00
Senior Cost Manager	\$185.00
Cost Manager	\$165.00
Assistant Cost Manager / Estimating Technician / Intern	\$115.00

Energy and Sustainability Services								
Managing Principal	\$205.00							
Project Director	\$185.00							
Senior Project Manager	\$175.00							
Project Engineer	\$175.00							
Project Manager	\$155.00							
Assistant Project Manager	\$135.00							
Project Coordinator	\$110.00							

<sup>\*</sup>The rates above are good through December 2021. Rates will be adjusted January 1, 2022.

Note below fees are approximate based on our current understanding of your needs. An efficient and cost effective staffing plan will be developed with the District to best meet the needs of the projects and the District.

Major Phase	Estimated Time Period	Monthly Fee		
Onboarding	1 month	\$24,000		
Initial Preconstruction (Includes	• Initially 6 months	•\$30,000		
Entitlements, Design, Permitting, and Pricing Phases)	After initial programming	•\$5,000– 10,000		
Construction Phase (varies on workload)	• Through 2020 and late 2022	•\$50,000		
	• 2021 through early 2022	•\$100,000		
Closeout Phase	2 months	\$27,500		

We have provided our Planned Project Management Effort on the following page. The attached fee schedule is our initial staffing plan and fee projection, that goes through the end of 2022. We will work closely with the Alum Rock USD to finalize and develop a GMP that meets the needs and requirements of the District.



### PLANNED PROJECT MANAGEMENT EFFORT

TOTAL GMP \$ 2,299,040

Project #: Proposal Start 11/1/2020 Preconstruction \$ 511,007
Project Name: Alum Rock Union School District End 12/31/2022 Construction + Closeout \$ 1,788,033

Project Name:	Alum Rock Union	School District	End	12/31/2022		Construction +	Closeout	\$	1,788,033				
		Phase >>>	Pre-Con	Pre-Con	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction
Team Me	mber	TOTAL	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
Available I	lours	4,343	168	168	160	168	160	173	173	166	173	166	168
Project Staffi	ng Hours												
William Gong - Senior	Project Manager	4,217	84	126	160	168	160	173	173	166	173	166	168
Teri Mathers Progr	am Manager	392	42	42	40	42	32	35	35	17	17	-	1
Hunter Tasseff & Mike G	i - Project Manager	5,259	-	-	80	84	80	173	173	166	346	332	33
Scheduling (Ble	nded rate)	49	-	17	-	-	16	-	-	8	-	8	į
Mitch Buzila	ı - MEP	66	-	17	-	-	16	-	-	17	-	-	1
Mike Echelmeier C	onstructability	132	-	34	-	-	32	-	-	33	-	-	3
Adam Todd - Energy	Analysis/LCCA	30	-	=	5	3	5	3	5	3	5	-	ĺ
Kelsey Mullin - Sr. L	.EED Manager	92	3	5	3	3	3	3	3		3		
Cost Managers -B	llended rate	74	-	25	-	-	24	-	-	25	-	-	<u> </u>
Project Engineer - H	lenry Finnerty	3,173	-	-	-	-	-	-	-	166	173	166	16
John Olsson - Sr	. Director	217	8	8	8	8	8	9	9	8	9	8	
Total Ho		- 12 702	138	274	296	-	-		-	613	727	-	<u> </u>
IOTAI HO	urs	13,702	138	2/4	296	309	376	396	398	613	121	684	7!
Total Staf		801,230	15,960	23,940	30,400	31,920	30,400	32,870	32,870	31,540	32,870	31,540	31,92
Teri Mathers Progr	······	76,450	8,190	8,190	7,800	8,190	6,240	6,747	6,747	3,237	3,374	-	3,27
Hunter Tasseff & Mike G	· · · · · · · · · · · · · · · · · · ·	920,325	-		14,000	14,700	14,000	30,275	30,275	29,050	60,550	58,100	58,80
Scheduling (Ble		9,139	-	3,108	-		2,960	-	-	1,536	-	1,536	
Mitch Buzila	·····	12,247	-	3,108	-	-	2,960	-	-	3,071	-	-	3,10
Mike Echelmeier C	onstructability	24,494	-	6,216	-	-	5,920	-	-	6,142	-	-	6,21
Adam Todd - Energy		5,271	-	-	840	588	840	606	908	581	908	-	į
Kelsey Mullin - Sr. L	······	16,972	622	932	592	622	592	640	640	614	640	614	62
Cost Managers -B	llended rate	13,709	-	4,662	-	-	4,440	-	-	4,607	-	-	[
Project Engineer - H	lenry Finnerty	364,895	-	-	-	-	-	-	-	19,090	19,895	19,090	19,32
John Olsson - Sr	. Director	48,859	1,890	1,890	1,800	1,890	1,800	1,946	1,946	1,868	1,946	1,868	1,89
			-	-	-	-	-	-	-	-	-	-	
Total Fe	ee	\$ 2,293,590	\$ 26,662	\$ 52,046	\$ 55,432	\$ 57,910	\$ 70,152	\$ 73,084	\$ 73,387	\$ 101,335	\$ 120,183	\$ 112,747	\$ 125,15
Reimburs	sable	< <expenses consu<="" or="" td=""><td>ltants&gt;&gt;</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></expenses>	ltants>>										
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PAGE 1 OF 2



### PLANNED PROJECT MANAGEMENT EFFORT

TOTAL GMP \$ 2,299,040

Project #: Proposal Start 11/1/2020 Preconstruction
Project Name: Alum Rock Union School District End 12/31/2022 Construction + Closeout

	Construction	Closeout														
Team Member	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Available Hours	168	173	160	168	160	160	173	173	173	160	173	166	173	160	160	
Project Staffing Hours																
William Gong - Senior Project Manager	168	173	160	168	160	160	173	173	173	160	173	166	173	160	160	-
Teri Mathers Program Manager	17	-	8	8	-	8	-	9	-	8	-	8	-	8	-	-
lunter Tasseff & Mike G - Project Manager	336	346	320	336	320	320	173	173	173	160	173	166	173	160	160	-
Scheduling (Blended rate)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mitch Buzila - MEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mike Echelmeier Constructability	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adam Todd - Energy Analysis/LCCA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kelsey Mullin - Sr. LEED Manager	3	3	3	3	5	5	3	3	3	3	3	3	3	3	3	-
Cost Managers -Blended rate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Project Engineer - Henry Finnerty	168	173	160	168	160	160	173	173	173	160	173	166	173	160	160	-
John Olsson - Sr. Director	8	9	8	8	8	8	9	9	9	8	9	8	9	8	8	-

\$ 511,007

\$ 1,788,033

701	704	659	692	653	661	531	540	531	499	531	518	531	499	491	-
21.020															
21.020															
31,920	32,870	30,400	31,920	30,400	30,400	32,870	32,870	32,870	30,400	32,870	31,540	32,870	30,400	30,400	
3,276	-	1,560	1,638	-	1,560	-	1,687	-	1,560	-	1,619	-	1,560	-	
58,800	60,550	56,000	58,800	56,000	56,000	30,275	30,275	30,275	28,000	30,275	29,050	30,275	28,000	28,000	
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622	640	592	622	888	888	640	640	640	592	640	614	640	592	592	
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19,320	19,895	18,400	19,320	18,400	18,400	19,895	19,895	19,895	18,400	19,895	19,090	19,895	18,400	18,400	
1,890	1,946	1,800	1,890	1,800	1,800	1,946	1,946	1,946	1,800	1,946	1,868	1,946	1,800	1,800	
- [	-	-	-	-	-	-	-	-	-	- ]	-	- ]	-	-	
115,828 \$	115,901 \$	108,752 \$	114,190 \$	107,488 \$	109,048 \$	85,626 \$	87,313 \$	85,626 \$	80,752 \$	85,626 \$	83,780	\$ 85,626 \$	80,752 \$	79,192 \$	-
	3,276 58,800 -   -   -   -   -   -   -   -   -   -	3,276 - 58,800 60,550 - 58,800 60,550 - 58,800 60,550 - 58,800 60,550 60	3,276         -         1,560           58,800         60,550         56,000           -         -         -           -         -         -           -         -         -           -         -         -           622         640         592           -         -         -           19,320         19,895         18,400           1,890         1,946         1,800	3,276         -         1,560         1,638           58,800         60,550         56,000         58,800           -         -         -         -           -         -         -         -           -         -         -         -           -         -         -         -           622         640         592         622           -         -         -         -           19,320         19,895         18,400         19,320           1,890         1,946         1,800         1,890	3,276         -         1,560         1,638         -           58,800         60,550         56,000         58,800         56,000           -         -         -         -         -         -           -         -         -         -         -         -         -           -	3,276         -         1,560         1,638         -         1,560           58,800         60,550         56,000         58,800         56,000         56,000           -         -         -         -         -         -         -         -           -	3,276         -         1,560         1,638         -         1,560         -	3,276         -         1,560         1,638         -         1,560         -         1,687           58,800         60,550         56,000         58,800         56,000         56,000         30,275         30,275           -         -         -         -         -         -         -         -         -           -	3,276         -         1,560         1,638         -         1,560         -         1,687         -           58,800         60,550         56,000         58,800         56,000         56,000         30,275         30,275         30,275           -         -         -         -         -         -         -         -         -           -         -         -         -         -         -         -         -         -           -	3,276         -         1,560         1,638         -         1,560         -         1,687         -         1,560           58,800         60,550         56,000         58,800         56,000         56,000         30,275         30,275         30,275         28,000           -	3,276         -         1,560         1,638         -         1,560         -         1,560         -         1,560         -         1,560         -         -         -         1,560         -	3,276         -         1,560         1,638         -         1,560         -         1,560         -         1,619           58,800         60,550         56,000         58,800         56,000         56,000         30,275         30,275         28,000         30,275         29,050           -	3,276         -         1,560         1,638         -         1,560         -         1,687         -         1,560         -         1,619         -           58,800         60,550         56,000         58,800         56,000         30,275         30,275         30,275         28,000         30,275         29,050         30,275           -         <	3,276         -         1,560         1,638         -         1,560         -         1,687         -         1,560         -         2,900         30,275         28,000         - </td <td>3,276         -         1,560         1,638         -         1,560         -         1,687         -         1,560         -         1,560         -         1,560         -         -         5,800         56,000         58,800         56,000         56,000         30,275         30,275         28,000         30,275         29,050         30,275         28,000         28,000         -</td>	3,276         -         1,560         1,638         -         1,560         -         1,687         -         1,560         -         1,560         -         1,560         -         -         5,800         56,000         58,800         56,000         56,000         30,275         30,275         28,000         30,275         29,050         30,275         28,000         28,000         -

									·····								
Reimbursable	<<																
Reimbursables		250	250	250	250	250	250	250	250	250	250	250	250	250	250	200	
Table 1 and		250		350 6	250 6	350 6	250 6	350 6	250 6	350 6	250 6	350 6	350 6	250 6	250 6	200 6	
Total Reimbursable Expenses		250	\$ 250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	250 \$	200 \$	·····
Monthly Projected Fee	\$	116,078	\$ 116,151 \$	109,002 \$	114,440 \$	107,738 \$	109,298 \$	85,876 \$	87,563 \$	85,876 \$	81,002 \$	85,876 \$	84,030 \$	85,876 \$	81,002 \$	79,392 \$	-

PAGE 2 OF 2

## Section

# K

Other

### **Section K** Other

Each firm is encouraged to provide any additional information or description of resources that are pertinent for this project.

### MEP-Specific Estimating, Value Engineering, and Constructability Reviews

Cumming has more than 30 mechanical, electrical, plumbing, fire sprinkler, and IT estimators that can review drawings, validate budgets, estimate costs, and value engineer systems. Their expertise is invaluable, given MEP scope can account for more than 60% of construction costs on some projects. We help owners and contractors fully understand the project's requirements and the impact those requirements have on the overall budget. Our experts communicate scope through detailed estimating to clearly identify cost drivers as well as evaluate energy and resource efficiency, life cycle costing, and CHPS design targets.

### **Energy and Sustainability Services**

With more than 30 LEED APs and several energy professional engineers on staff, Cumming has been successful in providing energy project services for several of California's largest education programs. Cumming has developed expertise in providing energy and sustainability services that specifically includes CHPS certification, benchmarking, energy auditing and analysis, development of site energy and sustainability master plans, as well as the administration of energy incentive programs for IOUs and publicly-owned utilities. Our comprehensive suite of energy and sustainability services includes:

- Identification of Energy Efficiency Measures and Energy Conservation Measures (ECMs)
- Benchmarking and Facility Baseline Energy Load Profiles
- Energy Auditing and Energy Modeling
- Commissioning and Retro-Commissioning

- Design Review Code Compliance for 2016 California Code of Regulations, Title 24
- Life Cycle Cost Analysis and Sustainability Return on Investment for a "Total Cost of Ownership"
- Secures Financing to implement a broad range of energy efficiency solutions.
- Renewable Energy Feasibility Studies and Solar PV Project Development
- Development of Comprehensive Energy and Sustainability Master Plans with green policies, ECM scope, schedules, cost-estimates, life-cycle analysis, and cost-benefit analysis of long-term renewable energy options.

Cumming has a strong understanding of California Energy Commission and CA Public Utilities Commission energy funding and grant programs that allow our engineers to identify additional project funding to offset capital project costs.

The following are examples of our achievements in providing energy and sustainability services through facility benchmarking, energy audits, energy surveys, energy savings calculations, energy efficiency cost estimating, LEED Certification, commissioning, and energy management for California public agencies.

### CA Prop 39 Clean Jobs Act Energy Program – 34 California School Districts Statewide

Cumming provides energy efficiency services, supports the energy program management, and has obtained over \$70 million of energy funding through the CA Energy Commission's Prop 39 program for 34 school districts throughout California. Our services include the performance of benchmarking, energy modeling, energy surveys, and site ASHRAE Level I and II energy audits. Cumming's additionally approved funds can now be allocated for the design and installation of eligible energy projects.

### Alum Rock Union Elementary School District

**Program Management Services** 

Fullerton Joint Union High School District -**Energy and Sustainability Master Plan** Cumming is providing energy services to Fullerton Joint Union High School District and is on track with the development of the District's Energy and Sustainability Master plan. Our team has identified over \$4 million of energy conservation measures and obtained energy project funding from the CEC grant programs. Cumming developed a detailed strategic approach to the procurement and implementation of HVAC and LED lighting retrofit projects including design, bid procurement, construction management, closeout, and measurement and verification.

Los Angeles Unified School District – Sustainability Program Management Cumming directed the sustainability initiatives program for the Los Angeles Unified School District, with more than 14,000 buildings on 670 campuses over 700 square miles, serving nearly 700,000 students and 70,000 faculty and staff. We performed strategic planning, energy program management, project management, and construction management for the LAUSD school bond program. Our team managed all site energy surveys and developed a sustainability strategy for the future, bringing groups together to work toward cultural change in such areas as transportation, procurement, education, food services, maintenance and operations, and new construction. Additionally, Cumming developed and implemented program to work toward the goal of installing 50 MW of photovoltaic solar projects on Los Angeles Unified School District school rooftops and other District-owned sites.

### **Dispute Resolution**

Cumming has an in-house group of claim avoidance and resolution experts who bring years of experience to the team to solve issues at the earliest possible time throughout the design and construction process.

"We have had a great experience working together with InnoActive Group... They are an extremely reliable and professional business partner for the City of San Jose."

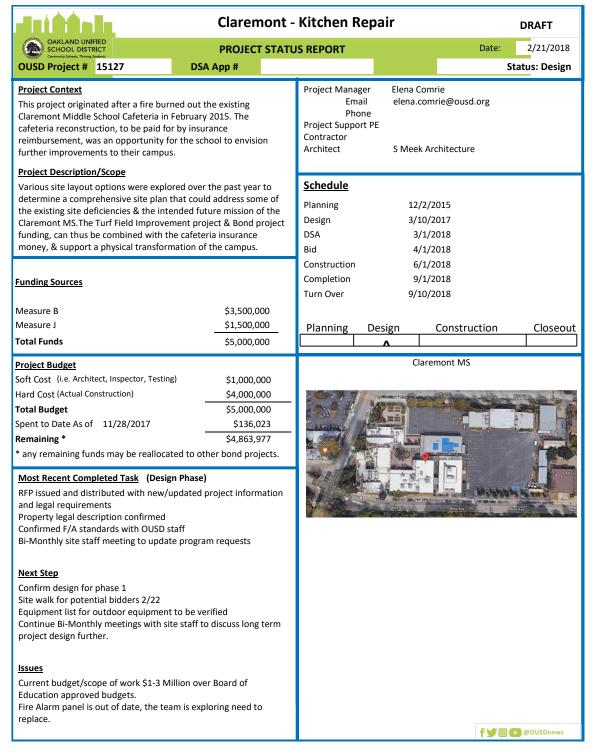
- Steven De La O, Project Manager City of San Jose

## Appendix

### **Appendix**

Although not required, firms are permitted to include an appendix of samples of past projects. The appendix will NOT be considered part of the twenty-five (25)-page proposal maximum limit; however, please limit the length of the appendix to 20 pages total.

### Sample Project Status Report







COBB ELEMENTARY SCHOOL
San Francisco, CA



**HERON ELEMENTARY SCHOOL** Sacramento, CA



CASTRO VALLEY WELLNESS CENTER Castro Valley, CA







Sacramento City Unified School District







Community Schools, Thriving Students



San Rafael, CA









FOUNDER 1895



## Additional CA K-12 Experience

PROGRAM OR PROJECT	CITY	STATE
Anaheim Elementary School District	Anaheim	California
Anaheim Union High School District	Anaheim	California
Cabot Yerxa Elementary School	Palm Springs	California
Castro Valley Unified School District	Castro Valley	California
Compton Unified School District	Compton	California
Dublin Unified School District	Dublin	California
Fullerton Joint Union High School District	Fullerton	California
Glendale Unified School District	Glendale	California
Hacienda-La Puente Unified School District	City of Industry	California
Hector Godinez Fundamental High School	Santa Ana	California
Long Beach Unified School District	Long Beach	California
Los Angeles Unified School District	Los Angeles	California
Middle College High School	Los Angeles	California
Murrieta Valley Unified School District	Murrieta	California
Norwalk La Mirada Unified School District	Norwalk	California
Oakland Unified School District	Oakland	California
Orange Unified School District	Orange	California
Pajaro Valley Unified School District	Watsonville	California
Palo Alto Unified School District	Palo Alto	California
Sacramento City Unified School District	Sacramento	California
San Diego Unified School District	San Diego	California
San Juan School District	San Juan	California
San Rafael City Schools	San Rafael	California
Santa Monica Malibu Unified School District	Santa Monica-Malibu	California
Sequoia Union High School District	Redwood City	California
South San Francisco Unified School District	South San Francisco	California
West Contra Costa Unified School District	West Contra Costa	California