

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING
September 1, 2009 – **6:00 p.m.***
The Commons, John F. Kennedy Middle College High School,
1951 3rd Street, Norco 92860

Committee Members: Mark Takano, Committee Chairperson
Jose Medina, Vice Chairperson
James L. Buysse, Vice Chancellor, Administration and
Finance
Melissa Kane, Vice Chancellor, Diversity and Human
Resources
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Tim Brown, Academic Senate Representative (Riverside)
Patricia Worsham, Academic Senate Representative (Norco)
Amber Casolari, CTA Representative (Riverside)
Shari Yates, CTA Representative (Riverside)
Karin Skiba, CTA Representative (Norco)
Gustavo Segura, CSEA Representative (Moreno Valley)
Tamara Caponetto, CSEA Representative (Norco)
Tish Chavez, Confidential Representative (Riverside)
Zulma Michaca, ASRCCD
Meshay Brown, ASRCCD

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Phase III-Norco/Industrial Technology Project – Change Orders
- The Committee to consider change orders.
2. Riverside Nursing/Science Building Project – Commissioning
Amendment – Barnhart, Inc., a Heery International Company
- The Committee to consider an amendment to a construction
management services agreement.

3. Moreno Valley Parking Structure and Surge Space – Multiple Prime Construction Management Agreement – C.W. Driver
- The Committee to consider an agreement to provide construction management multiple prime services.
4. Comments from the public

Adjourn

Prepared by: Charlotte Zambrano
Administrative Assistant
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: September 15, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Project. On December 11, 2007, the Board of Trustees approved bids for thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors would complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of Change Orders for modifications to the Phase III-Norco/Industrial Technology Building Project for the following contractors:

- | | |
|---------------------------------------------|---------------|
| • Apex Plastering Co. | \$17,943.51 |
| • Budget Electrical Contractors, Inc. | \$13,792.65 |
| • Caston Plastering & Drywall, Inc. | \$21,236.80 |
| • Coutts Heating & Cooling Inc. | \$(50,922.84) |
| • Diversified Window Coverings, Inc. | \$(340.74) |
| • Pennsylvania Development Partners | \$8,284.89 |
| • Perfection Glass, Inc. | \$821.44 |
| • Risher Sutherland, dba United Contractors | \$1,912.21 |

A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget change order contingency State Construction Act Funds (Resource 4100) and District Measure “C” Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: September 15, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Change Orders for the Phase III-Norco/Industrial Technology Project for Apex Plastering Co. - \$17,943.51, Budget Electric Contractors, Inc. - \$13,792.65, Caston Plastering & Drywall, Inc. - \$21,236.80, Pennsylvania Development Partners - \$8,284.89, Perfection Glass, Inc. - \$821.44, Risher Sutherland, dba United Contractors - \$1,912.21; approve the deductive Change Orders for Coutts Heating & Cooling, Inc. - (\$50,922.84) and Diversified Window Coverings, Inc. - (\$340.74); and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Gregory W. Gray
Chancellor

Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Patti Braymer
Consultant, Business Services
Norco Campus

Riverside Community College District
Facilities, Planning, Design and Construction
Phase III-Norco/Industrial Technology Project

CHANGE ORDER SUMMARY

Change Order: 2
Contractor: Apex Plastering Co.

<i>Contract Amount:</i>	\$ 285,584.00
<i>Change Order No.1 Amount:</i>	\$ 10,599.28
<i>Change Order No.2 Amount:</i>	\$ 17,943.51
<i>Revised Contract Sum:</i>	\$ 314,126.79
<i>Original Contract Contingency:</i>	\$ 28,558.40
<i>Remaining Contract Contingency:</i>	\$ 15.61

Change Order Description:

Use Eisenwall Rapid Set plaster mix to increase cure time. \$9,139.62

The original plaster mix requires 7 days cure time, due to the delays caused by HP Construction & Management, Inc., the CM requested the use of a plaster curing accelerant to reduce the impact of the delay. This is a back charge to HP Construction & Management, Inc.

Requested by: District/CM

Accountability: Back charge to HP Construction.

Time and Material charges for patch-work damaged or left undone \$8,803.89

due to precast installation. Due to trade damage by HP Construction & Management, Inc.

Requested by: Owner/CM

Accountability: Back charge to HP Construction.

Change Order: 3
Contractor: Budget Electric Contractors, Inc.

<i>Contract Amount:</i>	\$ 3,890,000.00
<i>Change Order No. 1 Amount:</i>	\$ 44,911.49
<i>Change Order No. 2 Amount:</i>	\$ 33,899.40
<i>Change Order No. 3 Amount:</i>	\$ 13,792.65
<i>Revised Contract Sum:</i>	\$ 3,982,603.54
<i>Original Contract Contingency:</i>	\$ 389,000.00
<i>Remaining Contract Contingency:</i>	\$ 296,396.46

Change Order Description:

Add (1) dedicated circuit to provide power to uninterrupted Power Supply (UPS) in the Main Distribution Frame (MDF) Room. The drawings did not require the necessary power at the location of the UPS. The contractor installed new conduit and breaker to existing panel.

Requested by: District

Accountability: Errors and omissions.

\$4,156.14

Repair cable to exterior camera. The cable was burned through by a cutting torch during the installation of the precast panels. This is a back charge to HP Construction & Management, Inc.

Requested by: District

Accountability: Back charge to HP Construction.

\$2,307.63

Troubleshoot and repair 9 electrified locks and replace 2 electrified hinges. Doors would not operate properly and it was determined to be a security situation or door hardware situation. BEC was directed to troubleshoot the issues and make the necessary repairs. A back charge is being issued to Inland Building Companies for any door hardware related issues.

Requested by: District/CM

Accountability: Back charge to Inland Building Companies.

\$1,401.04

Time and Material cost to excavate vault to perform contract work. The existing communications vault was located underneath the only access ramp into the project site, during the course of construction, access to this vault was necessary to complete items that affected the final completion of the network systems.

Requested by: District

Accountability: Unforeseen

\$4,301.69

Furnish and install temporary phone line from telephone panel to emergency phone. The phone line was not shown on as-built drawings and was damaged during the over-excavation digging. It was important that this phone remain operational during construction.

Requested by: District

Accountability: Unforeseen

\$1,626.15

Change Order: 1
Contractor: Caston Plastering & Drywall, Inc.

<i>Contract Amount:</i>	\$ 1,285,585.00
<i>Change Order No.1 Amount:</i>	\$ 21,236.80
<i>Revised Contract Sum:</i>	\$ 1,306,821.80
<i>Original Contract Contingency:</i>	\$ 128,558.50
<i>Remaining Contract Contingency:</i>	\$ 107,321.70

Change Order Description:

Replace insulation removed during precast installation and welding. Due to a lack of coordination from HP Construction & Management, Inc. This is a back charge to HP Construction & Management, Inc. \$2,417.94

Requested by: District/CM

Accountability: Back charge to HP Construction.

Cut and remove metal studs and drywall for HP Construction & Management to gain access to precast connections. Replace studs and drywall after precast work is complete caused by delays created by HP Construction & Management regarding precast design and installation. \$3,286.06

Requested by: District/CM

Accountability: Back charge to HP Construction.

Install shaft wall between precast panel and second floor decking to provide fire protection from floor to floor. The architectural drawings differ from the structural drawings which is what was followed during structural steel installation. The extended gap did not allow the architectural detail to be followed and therefore RFI 258 created a new design for floor to floor fire protection. \$5,569.64

Requested by: Architect

Accountability: Errors and omissions.

Time and material to repair drywall in North Building damaged by HP Construction & Management, Inc. during the course of precast installation. These areas required access for precast installation after drywall was installed per the Master Project Schedule. \$8,294.24

Requested by: District/CM

Accountability: Back charge to HP Construction.

Time and Material to repair damaged wall where tack board was removed. Inland Building Companies installed tack board in wrong location, this was removed and installed correctly. The area where the tack board was originally located was damaged due to the glue used in installation. This is a back charge to Inland Building Companies. \$335.47

Requested by: CM

Accountability: Back charge to Inland Building Companies.

Furnish and install access panels. The architect requested access to space under the stairs. Another access was required above the Intermediate Distribution Frame (IDF) Room on the second floor added for future cabling requirements.
Requested by: Architect/Information Technology Consultant
Accountability: Unforeseen

\$1,333.45

Change Order: 1
Contractor: Coutts Heating & Cooling, Inc.

<i>Contract Amount:</i>	\$ 1,633,000.00
<i>Change Order No.1 Amount:</i>	\$ (50,922.84)
<i>Revised Contract Sum:</i>	<u>\$ 1,582,077.16</u>
<i>Original Contract Contingency:</i>	\$ 163,300.00
<i>Remaining Contract Contingency:</i>	\$ 163,300.00

Change Order Description:

Remove allowance from Contract. Allowance not used. (\$50,922.84)
Requested by: District
Accountability: Credit to contract.

Change Order: 1
Contractor: Diversified Window Coverings, Inc.

<i>Contract Amount:</i>	\$ 14,335.00
<i>Change Order No.1 Amount:</i>	\$ (340.74)
<i>Revised Contract Sum:</i>	<u>\$ 13,994.26</u>
<i>Original Contract Contingency:</i>	\$ 1,433.50
<i>Remaining Contract Contingency:</i>	\$ 1,433.50

Change Order Description:

Credit for deletion of window coverings at interior windows of administrative offices. Campus policy does not allow blinds in these offices. (\$340.74)
Requested by: District
Accountability: Provide campus access and accountability.

Change Order: 1
Contractor: Pennsylvania Development Partners

<i>Contract Amount:</i>	\$ 82,979.00
<i>Change Order No.1 Amount:</i>	\$ 8,284.89
<i>Revised Contract Sum:</i>	\$ 91,263.89
<i>Original Contract Contingency:</i>	\$ 8,297.90
<i>Remaining Contract Contingency:</i>	\$ 13.01

Change Order Description:

Paint concrete curb at Lecture Labs 1 and 2 at South Building. The drawings called for a concrete finish, however the District requested the concrete curbs match the adjacent walls. <i>Requested by:</i> District <i>Accountability:</i> Improve campus aesthetics.	\$784.35
Premium rates paid for overtime on Saturdays and Sundays, 5/2, 5/3, 5/10, 5/16 and 5/23. The delays to the schedule caused by the precast installation required other trades working weekends to recover the lost time. This is a back charge to HP Construction & Management, Inc. <i>Requested by:</i> District/CM <i>Accountability:</i> Back charge to HP Construction.	\$2,724.41
Repaint West 2 nd floor No. elevation. Due to the precast delays, water penetrated the temporary exterior protection and caused water damage to finished drywall. The drywall was replaced and refinished. This is a back charge to HP Construction & Management, Inc. <i>Requested by:</i> District <i>Accountability:</i> Back charge to HP Construction.	\$2,016.13
Additional cost associated with work completed out of sequence. Interior rooms were painted on 3 walls per schedule, the fourth wall was done at a later date after carpet was installed due to the delays by HP Construction & Management, Inc. These walls had to be rolled and not sprayed. This resulted in additional man-hours to complete the scope of work. <i>Requested by:</i> District <i>Accountability:</i> Action taken to minimize construction delays.	\$2,760.00

Change Order: 1
Contractor: Perfection Glass, Inc.

<i>Contract Amount:</i>	\$ 290,000.00
<i>Change Order No.1 Amount:</i>	\$ 821.44
<i>Revised Contract Sum:</i>	\$ 290,821.44
<i>Original Contract Contingency:</i>	\$ 29,000.00
<i>Remaining Contract Contingency:</i>	\$ 28,178.56

Change Order Description: \$821.44
Install closed cell sponge insulative material between window frame and south building second floor office divider walls. Prevent sound traveling from office to office, the contract drawings show a detail for this work, however it was not assigned to any scope of work.
Requested by: District
Accountability: CM/ Errors and omissions.

Change Order: 3
Contractor: Risher Sutherland, dba United Contractors

<i>Contract Amount:</i>	\$ 127,000.00
<i>Change Order No.1 Amount:</i>	\$ 1,945.00
<i>Change Order No.2 Amount:</i>	\$ 2,570.02
<i>Change Order No. 3 Amount:</i>	\$ 1,912.21
<i>Revised Contract Sum:</i>	\$ 133,427.23
<i>Original Contract Contingency:</i>	\$ 12,700.00
<i>Remaining Contract Contingency:</i>	\$ 6,272.77

Change Order Description: \$767.40
Furnish and install 60 linear feet of Z-bend metal at stairs. There is an elevation inaccuracy between the architectural and structural drawings. The stairs were built according to the structural drawings and the precast panels were designed per the architectural drawings. When the panels were placed on the stairs, there was a part of the concrete stair stringer that was left exposed due to the differential dimensions on the drawings. The metal was installed to finish this area and provide waterproofing.
Requested by: Architect
Accountability: Errors and omissions.

Repair backing metal of expansion joint damaged by HP Construction & Management, Inc. During the installation of the precast panes, the backing metal that was attached to the precast panel was damaged by HP Construction & Management, Inc. This is a back charge to HP Construction & Management, Inc. \$1,144.81
Requested by: District/CM
Accountability: Back charge to HP Construction.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: September 15, 2009

Subject: Riverside Nursing/Science Building Project – Commissioning Amendment –
Barnhart, Inc., a Heery International Company

Background: On January 17, 2009, the Board of Trustees approved an agreement with Barnhart, Inc., a Heery International Company to provide construction management services for the Riverside Nursing/Science Building project at the Riverside City College. On March 17, 2009, the Board approved an amendment to the agreement for a savings to the District of \$32,500 by making more efficient use of services provided.

Staff is now requesting approval of an additional amendment with Barnhart, Inc., a Heery International Company for commissioning services for the Riverside Nursing/Science Building project. Commissioning services will certify that all systems are complete and functioning properly prior to substantial completion of the project, provide services necessary for Leadership in Energy and Environmental Design (LEED) certification, and ensure the facility staff has adequate system documentation and training. Detailed services are identified in Exhibit I of the attached amendment. The amendment to the agreement is in an amount not to exceed \$117,000. Therefore, the complete compensation to Barnhart, Inc., a Heery International Company, including said amendment, is \$5,869,765.

To be funding by the Board approved project budget State Construction Act Funds (Resource 4100) and District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the amendment with Barnhart, Inc., a Heery International Company for additional compensation in an amount not to exceed \$117,000; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
BARNHART, INC., A HEERY INTERNATIONAL COMPANY
(Riverside Nursing/Science Building Project)

This document amends the original and amended agreement between the Riverside Community College District and Barnhart, Inc., a Heery International Company, which was approved by the Board of Trustees on January 17, 2009 and March 17, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$117,000, with no reimbursable expenses. The term of this agreement shall be from the original agreement date of January 17, 2009, to the estimated completion date of September 1, 2011. Payments and final payment shall coincide with the original agreement.
- II. Additional scope of work shall be provided in Exhibit I, Attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

BARNHART, INC., A HEERY
INTERNATIONAL COMPANY

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Eric Stenman
President
10760 Thornmint Rd.
San Diego, CA 92127

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I



Project: Nursing/Science Building Project
Riverside City Campus

1.0 General

Building Systems Commissioning is defined by the following tasks:

- Review design intent and basis of design documentation.
- Complete a focused design review of the construction documents.
- Develop and utilize a commissioning plan.
- Complete a selective submittal review for commissioned equipment.
- Verify installation, functional performance, training and documentation.
- Complete a commissioning report.
- Conduct a warranty or post occupancy review.

The Commissioning process shall oversee and coordinate the traditionally separate functions of design & operational review, equipment startup, system performance verification, testing and balancing, control system program testing and calibration, construction and system handover documentation, and facilities operations training.

Specific requirements of the Commissioning process and responsibilities, duties, and obligations of the Commissioning Authority (CxA) team are described in Section 2, Commissioning Tasks. To accomplish these tasks, the CxA shall be required to coordinate their activities with other members of the project team. The Commissioning process does not take away from or reduce the responsibility of the project designers or installing contractor to provide a finished and fully functioning product. It is noted that the services of the Owner, Design Professional, Prime Contractors, and various subcontractors are NOT provided for under this Scope of Work and the CxA is not responsible for providing their services.

The primary role of the CxA shall be to review the design documents, develop the Commissioning Plan and coordinate the execution of activities to meet that plan; observe and document the installation, verify checkout of installed components, witness & verify start-up and equipment / system testing to establish that equipment and systems are functioning in accordance with the owner's requirements and the Contract Documents. The CxA will undertake direct validation of the installing contractors test results by means of replicating an agreed percentage of tests using his own TAB staff and his own calibrated (to a nationally traced source) equipment. The CxA will assist the Owner in developing correct and complete documentation of the construction effort. The CxA will not be responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, construction management, or construction supervision. The CxA may assist the Design Team with design issues, problem solving, or the correction of construction non-conformance or deficiencies, but

ultimate responsibility for meeting the project objectives and requirements resides with the Architect/Engineering team and Prime Contractors.

2.0 Commissioning Tasks

The following tasks will be accomplished by the CxA to provide Commissioning during the construction, testing, acceptance, and warranty phases of the project. Barnhart, Inc. will provide the following outlined commissioning scope of work and adopted scope.

2.1 Design Phase

- The CxA shall prepare a draft Project Commissioning Plan to outline the process, relationships and scope of work for commissioning the project. The plan shall include:
 - Define the systems included in the project commissioning process,
 - Provide procedures for coordinating work to permit documented verification of installation and start up.
 - Define the scope & responsibilities for Operational & Functional Testing.
 - Provide a general schedule for commissioning milestones for incorporation into the master schedule.
 - Provide a time allocation estimate for commissioning support by the contractors for their budget and schedule.
 - Define scope & responsibilities for Owner's Operator Training
 - Define procedures for reporting, deficiency resolution, and testing methods.
- The CxA will conduct a constructability and commissioning-focused design review of the final bid set of Construction Documents. Focus shall be on commissioning requirements in contract documents, commissioning provisions included in the design, energy efficiency, maintainability and operations. To be effective the Design Team and Owner must review all commissioning comments and incorporate those that are agreed upon and incorporate into the prime contractor's scope of work.
- Prepare an outline set of equipment and system inspection documents to be used by the contractors for verification purpose during the construction phase of the project. These will include static & dynamic testing sheets for operational and functional testing of the systems prior to being commissioned, incorporated within the construction bid specifications.
- Prepare a draft outline set of equipment and system functional acceptance testing documents to be used by the commissioning team for verification purpose during the testing phase of the project, for inclusion into the contract bid documents. These will be finalized and issued to the design team and contractors for comment during construction and will form part of the project acceptance close out documentation.

2.3 Construction Phase

Commissioning during the construction phase is intended to verify for the Owner and the Using Department that the project requirements, as defined by the contract documents, are met. The CxA shall complete the following tasks during the construction phase:

- Conduct a partnering meeting with Owner, CM, Prime Trades and the construction team to discuss Commissioning scope, plan, and schedule.
- Coordinate the Commissioning work and, with the Prime Contractors, define the estimated durations or milestones of Commissioning activities that are being input into the master schedule.
- Provide commissioning input to the construction schedule. Monitor the continuous update of the schedule and commissioning coordination throughout construction.
- Submit final Commissioning Plan for construction with coordination and activities for Owner, CM and Contractor review.
- Review and comment on normal contractor submittals applicable to systems being commissioned for compliance with Commissioning needs, concurrent with the A/E reviews. This material will be needed to assist in finalizing start-up and testing procedures.
- Review training plans by contractors and vendors.
- Prepare pre-functional and final functional test procedures for the equipment and systems.
- Submit finalized Functional Acceptance Test procedures to the Design team and contractor for comments on appropriate startup, operations, and systems safety.
- Perform independent pre-startup inspection checks. Coordinate with the contractor to witness and verify startup of major equipment by manufacturer's reps or specialist contractors.
- Review and approve TAB execution plan prepared by the Contractor.
- Perform site inspections during rough-in of systems and equipment for observation reports and installation verification of commissioning equipment and testing arrangements.
- Maintain & distribute a Commissioning Observation Deficiency log of any items or potential issues found to be a problem, poorly installed, or discrepancies.

- Attend Monthly on-site meetings during the Construction phase for review of progress, coordination, and issues resolution.
- Witness a sample of pipe pressure tests and flushing procedure, sufficient to be confident that proper test pressures, velocity measurements, clean & dirty samples and chemical cleaning procedures were followed.
- Witness a sample of electrical mains and distribution cable end-to-end testing, Fire Alarm checkout, HVAC TAB, BAS point by point and calibration of controls. The % sample to be agreed with the client for the correct Cx time allowance to be made.

2.4 Acceptance Phase

Commissioning during the acceptance phase is intended to demonstrate and verify, by replicating the installing contractors tests, the performance of the equipment and systems installed during the construction phase operate and meet the requirements of the Design Intent and Contract Documents. The CxA shall complete the following tasks during the acceptance phase:

- Continue to monitor the master schedule and coordination throughout construction with CM and multi-prime Contractors.
- Obtain pre-functional reports from Contractors with inspection sign-offs that the systems have been checked out.
- Oversee the Test, Adjust and Balance (TAB) of the hydronic and air systems, including witnessing checks of flow and pressure readings at circuit setters, terminal devices, AHU's, fans, pumps, and main plant equipment, and document the findings. Review and discuss the preliminary and final TAB report and resolve any discrepancies found during the sample readings for contractor resolution.
- Validate the contractors TAB commissioning results by independently replicating separately an agreed percentage of recorded tests utilizing the CxA's own staff and equipment calibrated to nationally traceable standards or by direct witnessing of TAB as it happens. The CxA shall replicate a minimum of 20% of tests.
- Direct and verify / witness Functional Acceptance Testing of each system and major piece of equipment to demonstrate that each item of equipment and system is operating according to the Design Intent and contract documents. Functional Acceptance Testing shall include operating the system and components through each of the written sequences of operation. Tests on respective HVAC equipment shall be executed during both heating and cooling seasons in Normal and alternative operating modes.
- Provide troubleshooting to assist in resolving commissioning and control problems, as they are uncovered. Functional testing shall be performed on all control points once the contractor's point by point records have been submitted and reviewed.

- Check the system graphics to verify all graphic pages are developed and display the data in a format that is easily understood and useful to the operations department. Check a sample of points mapped to the graphics to confirm they are correct and units and system descriptors are displayed correctly. At a minimum all of the major equipment / system pages will be verified and 10% of the terminal units.
- Keep a detailed report audit log of testing for each piece of equipment.
- Maintain a commissioning observation deficiency log of any items found to be a problem, poorly installed, or discrepancies. Provide the log and test results to the Owner, CM, and Contractors with recommended actions. Keep the Actions Required AR log in a format that records the closeout of the issues identified.
- Coordinate retesting as necessary. One retest will be provided as part of normal checkout. More than one retest will be considered work outside the normal scope of work and will be duly compensated.
- Notify the Owner, CM, Design Professional and Contractor of the unacceptable findings if 10% of identical pieces of equipment that fail to perform to the requirements of the contract documents because of manufacturing or installation defects which do not allow it to meet the submitted performance spec, request an explanation of the problem and proposed solution from the Contractor; and then review the proposed solutions.
- Chair and hold regular meetings while on-site for functional acceptance testing.
- Review O & M documentation for commissioning information completeness. This review shall be in parallel with the A/E team's review of the O & M documentation for conformance to the project specification.
- Provide the user staff with a period of overall facility operations training on "how the building is supposed to operate by design intent."
- Review equipment training of the operating and maintenance personnel by the contractor. Comment on appropriate level, documentation and thoroughness of training.
- Perform opposite seasonal testing checkout of equipment – in summer for cooling systems and in winter for heating systems. This systems operational check can be supplemented at the prior to warranty period expiration inspection period.
- Provide two hard copies and one menu driven CD-ROM electronic copy of the Commissioning Final Report. The report shall include an executive summary, list of participants and roles, brief system description, and the following sections:
 - a. Design Intent and Basis of design
 - b. Commissioning Agents Design review reports
 - c. Pre-functional checklists completed

- d. Functional checklists completed
- e. TAB reports
- f. System schematics
- g. Control point by point records, control program strategies and set points
- h. Commissioning Observation Deficiency Log highlighting any AR's outstanding
- i. Guidelines for energy efficiency and usage analysis

This report is utilized as the recommissioning management manual.

2.5 Warranty Phase

Commissioning during the warranty period is intended to assist the Owner, Using Agency and facility operating staff in identifying any defects in the installed equipment or system operation. The CxA shall complete the following tasks during the contractual warranty period:

- Return to the site at 6 and 10 months after completion and review with facility staff the current building operation and the condition of any outstanding issues related to the original and opposite seasonal commissioning. Review shall include checking a selective portion of the recorded DDC Controls trends or TAB results.
- Interview facility staff and identify problems or concerns they have with operating the building as originally intended. Report these findings to the Owner.
- Identify deficiencies that may come under warranty or under the original construction contract.
- Provide one-half day of additional training for users and staff in building system operations.
- Prepare a detailed evaluation after ten months on the status of warranty issues for the Using Agency and Owner.

2.1 Typical Systems to Commission

The specific systems that shall be commissioned include, but are not limited to:

- Incoming Utility Systems.
- Backup Utility System.
- Ventilation Systems.
- Air Handler Units.
- Ductwork systems.
- VAV Terminal Units.
- Air distribution devices.
- Boilers
- Chillers
- Pumps

- Toilet and kitchen exhaust systems.
- Building automation systems, including linkages to remote monitoring and control interfaces to other energy monitoring & management systems.
- Domestic cold water systems.
- Domestic hot water systems.
- Drainage and sanitary systems.
- Plumbing fixtures.
- Snow Melt Systems.
- Fire Sprinkler systems and monitoring.
- Lighting systems including lighting controls.
- Fire alarm system.
- Security Access and CCTV systems.

3.0 Schedule

The duration of services to be provided is from Spring 2009 through to owner occupation anticipated at Summer 2010. The Warranty Phase of the project shall run through to 10 months post occupation anticipated to be Spring 2011. Extension to the project duration shall be compensated by negotiation with the Owner.

4.0 Test Equipment

The installing contractors shall provide all tools or the use of tools required to start, checkout, and functionally test equipment and systems, except for specified testing with supplemental portable data-loggers, which shall be supplied and installed by the CxA.

Data-logging equipment, monitoring devices, specialized equipment, and software not required to be provided by the installing contractor in the Contract Documents, and provided by the CxA to monitor, confirm, or verify the contractor's testing procedures, shall remain the property of the CxA. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

5.0 Compensation

Total cost for services identified is not to exceed \$117,000 (One Hundred Seventeen Thousand Dollars and No Cents). Billing Rates are as follows:

POSTION	RATE	TOTAL HOURS	COST
Commissioning Executive	\$165.00	45	\$7,425.00
Sr. Commissioning Agent	\$115.00	860	\$98,900.00
Lead Commissioning Agent	\$105.00	80	\$8,400.00
Administrator	\$65.00	35	\$2,275.00
TOTAL COST			\$117,000.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: September 15, 2009

Subject: Moreno Valley Parking Structure and Surge Space – Multiple Prime Construction Management Agreement – C.W. Driver

Background: On March 17, 2009, the Board of Trustees approved the use of Measure “C” funding in the amount of \$4,750,000 for planning and design of the Parking Structure and Surge Space Project on the Moreno Valley Campus. On April 28, 2009, the Board approved an agreement with LPA to provide planning and design services for the project.

Staff now recommends that the Parking Structure and Surge Space project at the Moreno Valley Campus be delivered using Construction Management Multiple Prime (CMMP) contracting.

On February 2 and February 3, 2009, interviews were conducted with nine of the District’s pre-approved construction management firms. The interviews were administered by a multi-campus staff committee. Based on the results of the interviews and proposals, staff requests approval to enter into the attached agreement with C.W. Driver to provide said construction management services for the Moreno Valley Parking Structure and Surge Space project. Services under this agreement would include management and oversight of bid preparation, cost estimating, construction execution and ensuring compliance with bid drawings and specifications, contract documents, code and labor compliance, and Division of State Architect (DSA) requirements, and assistance with building commissioning.

The total fixed fee for the construction management services is as follows:

Basic Compensation Fee - \$643,522
General Conditions Costs - \$1,352,478
Total Fee - \$1,996,000

To be funded by the Board approved project budget District Measure “C” funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with C.W. Driver for construction management multiple prime services on the Moreno Valley Parking Structure and Surge space project in an amount not to exceed \$1,996,000; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement and future amendments.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley Campus

Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction



Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

C.W. DRIVER

Construction Management Services

**PARKING STRUCTURE & SURGE SPACE
MORENO VALLEY CAMPUS**

CONSTRUCTION MANAGEMENT SERVICES

This Construction Management Services Agreement (“Agreement”) is made and entered into this 16th day of September, 2009 by and between Riverside Community College District (hereinafter “District”) and C.W. Driver (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Parking Structure and Surge Space located at the Moreno Valley Campus, Moreno Valley, California (the “Project”).

ARTICLE 1

CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. The Construction Manager hereby designates the following:

Gregg Riddle, Project Executive
Brian DeMartino, Project Manager
TBD, Project Manager
Chris Butler, Sr. Superintendent
TBD, Assistant Superintendent
TBD, Project Engineer

The designee’s are Construction Manager’s representatives to the Owner. Any substitution of the Construction Manager’s representatives shall be approved in writing by the Owner. Construction Manager shall provide the following services with respect to the Project.

1.1 DESIGN PHASE.

The services to be provided during the Design Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan

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

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements. The Master Project Schedule shall utilize the completion date of October 01, 2011.

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Paragraph 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

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

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

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type

method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. The Construction Manager has no responsibility for the errors or omissions of the design professionals and is reviewing the design solely from the perspective of a Construction Manager.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

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

A fixed limit has been established to the project budget under Paragraph 2.2. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

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

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of

construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

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

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

1.1.13 State Chancellor and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.

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

1.2 PLAN CHECK AND BIDDING PHASE.

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

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

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

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

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

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Contract Documents:

- (a) The following bonding requirements:
 - (i) Performance bond at 100% of the contract amount.
 - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

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

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

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

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

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

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

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the project experiences a "scope gap" within one of the respective bid packages, the Construction Manager shall coordinate with the appropriate Trade Contractors to establish a reasonable price for the work, to be issued to the District via change order. The Construction Manager, without additional compensation, shall perform the required construction management services to complete this work.

1.2.11 Rebidding. In the event the bids exceed the Project Budget by five percent (5%) or greater and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget. In the event the Construction Manager is required to rebid the project due to State funding issues and/or delays, the Construction Manager shall be compensated for the actual costs associated with the rebidding effort.

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

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

contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

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

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

1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier. However, as referenced in Article 1.1.2 the CM Services agreement concludes on October 01, 2011, unless the project completion date is extended.

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

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in

the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

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

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

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

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

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

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the

Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector. The Construction Manager shall not be held responsible for the performance of the multiple prime contractors.

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

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

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience. The Construction Manager shall be entitled to compensable time extensions for all delays to the Project, except delays resulting from the negligence of the Construction Manager.

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

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

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

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

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

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

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement

procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all “as-built” documents and ensure that the Contractor’s “as-built” documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors’ proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

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

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager’s obligations pursuant to this Paragraph shall cease upon completion of the Construction Manager’s services as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the

Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

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

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

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

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

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

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire

Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

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

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

1.3.30 Warranty. The Construction Manager shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

1.4 TIME.

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

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the negligence of the Construction Manager, there will be no additional compensation, i.e. extended general conditions provided by the District to the Construction Manager.

1.4.3 Construction Manager shall be entitled to compensation and an extension of time for the time of completion for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the progress of the work or the governmental agency from which approvals are necessary for completion of the Project. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

1.4.4 The Construction Manager shall provide preconstruction and construction services based on the assumed project scope of work, plans, specifications and schedule. The

project shall be staffed in a manner to provide the highest level of service and to meet the project objectives for the defined time period. This Agreement includes the staffing requirements for pre-construction services from August 01, 2009 through August 01, 2010 (12-months), and includes the staffing needs for construction services from August 01, 2010 through October 01, 2011 (14-months).

1.4.5 In the event the project experiences any delays caused by unforeseen conditions, schedule delays due to DSA approvals, delays due to RFI or Submittal responses, District driven changes, or any other delays not caused by the negligence of the Construction Manager that extend the specific schedule durations referenced in Article 1.4.4, the Construction Manager shall be compensated, per the attached Labor Rate Schedule "Exhibit - C" for those additional services rendered.

ARTICLE 2

THE DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE 3

CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget. The Construction Manager shall not be held liable for cost overruns to the construction budget, unless they are the direct result of the Construction Managers negligence. However, if the bid results are five percent (5%) or greater than the budget, than, without additional compensation, the Construction Manager will make recommendations to the District and Architect for measures to reduce the Estimate of Construction Costs to conform to the Construction Budget for the Project.

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

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

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

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

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

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

3.6 Audit. Construction Manager shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Construction Manager disagree with any audit conducted by District, Construction Manager shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Construction manager shall not be reimbursed by District for such an audit.

In the event Construction manager does not make available its books and financial records at the location where they are normally maintained, Construction manager agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

ARTICLE 4

BASIS OF COMPENSATION AND PAYMENT

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

4.1 BASIC COMPENSATION FEE.

4.1.1 Construction Manager's Services, as described in Article 1 shall be the amount of \$2,086,578.00 (Two Million, Eighty-Six Thousand, Five Hundred Seventy-Eight Dollars and Zero Cents).

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be invoiced on a monthly basis and reimbursed in equal monthly increments, as described in Articles 4.2.1.1 and 4.2.1.2 in accordance with Article 5 with the total not to exceed \$1,406,578.00.

All basic compensation fee and general conditions costs for the Construction Manager's Services are included in Article 4.1.1.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 30% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 67.5% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 2.5% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project or at project substantial completion, which ever comes first. The Construction Manager shall not be financially tied to any delay in filling NOC's by the District.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the preconstruction and construction work. All General Condition costs shall be billed in equal monthly increments as described in the aforementioned Articles 4.2.1.1 and Article 4.2.1.2.

4.3.2 PAYMENT OF INVOICES.

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

4.4 ADDITIONAL COMPENSATION.

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

Accounting	\$76.97
Assistant Project Manager	\$105.58
Assistant Superintendent	\$100.86
BIM Manager	\$93.00
Carpenter	\$101.80
Carpenter Foreman	\$107.03
Chief Estimator / Precon Manager	\$192.00
Clerical	\$74.93
Constructability Reviewer	\$104.00
Project Planning & Scheduling	\$134.20
Jr. Estimator / Jr. Cost Engineer	\$113.00
Field Superintendent	\$156.42
General Superintendent	\$183.92
IT Support	\$96.02
Laborer	\$83.03
Laborer Foreman	\$86.98
Project Engineer	\$72.96
Project Executive	\$213.64
Project Manager	\$163.26
Safety Officer	\$102.81
Safety Director	\$125.00
Director of Project Planning	\$155.65
Senior Estimator	\$155.17
Senior Project Engineer	\$93.56
Senior Project Manager	\$167.54
Senior Superintendent	\$167.20
Trucking / Deliveries	\$67.81

The above referenced rates will be charged including an increase of 5% per year in subsequent calendar years. The above rates include all payroll burden per company policy. The above rates do not include general liability insurance or contractual overhead and profit.

ARTICLE 5 **GENERAL CONDITIONS**

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These support activities are set forth in the General Conditions Estimate attached hereto as Exhibit – B General Conditions.

In no event shall the General Condition costs exceed the fixed fee of \$1,406,578.00, unless the project completion date of October 01, 2011, per Article 1.1.2, is exceeded by no negligence caused by the Construction Manager.

All General Condition costs associated with the preconstruction and construction services for this project are inclusive within the lump sum value, as defined in Article 4.1 “Basic Compensation”. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District’s approval. In addition, the Exhibit “B” – General Conditions further clarifies those specific items that are included as “Basic Services” and those items that are specifically referenced as a reimbursable cost. Exhibit “B” serves as the agreed upon, but not necessarily limited to, list of items that are considered reimbursable expenses for the project. All reimbursables shall be submitted with the appropriate backup documentation and reimbursed at cost plus 10% OH&P.

ARTICLE 6

TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

The District may give seven (7) days written notice to Construction Manager of District’s intent to suspend or terminate the Construction Manager’s services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager’s failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District’s notice of intent to suspend or terminate the Construction Manager’s services, District may issue a notice of termination or suspension. At that time, Construction Manager’s services shall be suspended or terminated as set forth in District’s notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following twenty-one (21) days prior written notice from District to Construction Manager.

6.2 CONTINUANCE OF WORK.

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

6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.

In the event the District terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

6.5 DELIVERY OF DOCUMENTS.

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

ARTICLE 7 **INDEMNIFICATION**

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's

subcontractors' employees arising out of Construction Manager's work under this Agreement;
and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manger upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District , arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manger's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. The Construction Manager shall not indemnify the District's Architect or Design Consultants.

ARTICLE 8

SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

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

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

8.4 Conflict of Employment. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

ARTICLE 9 **APPLICABLE LAW**

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

ARTICLE 10 **CONSTRUCTION MANAGER NOT AN OFFICER** **OR EMPLOYEE OF DISTRICT**

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

ARTICLE 11 **INSURANCE**

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by

anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

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

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

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

ARTICLE 12

EXTENT OF AGREEMENT

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

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

CONSTRUCTION MANAGER:

DISTRICT:

C.W. Driver

Riverside Community College District

By: _____

By: _____

Dana Roberts
President
468 N. Rosemead Blvd.
Pasadena, CA. 91107

James L. Buysse
Vice Chancellor
Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

Start Preliminary Plans	TBD
Start Working Drawings	TBD
Complete Working Drawings	TBD
DSA Final Approval	TBD
Advertise Bid for Construction	TBD
Award Construction Contract	TBD
Advertise Bid for Equipment	TBD
Complete Project	October 01, 2011

EXHIBIT “B”

GENERAL CONDITIONS

The following General Conditions shall be provided under the Construction Manager’s direction and are included in the lump sum value, as defined in Article 4.1.1, under this Agreement. All Reimbursable Expenses and / or additional services shall be invoiced at their actual cost plus 10% OH&P, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate, or as directed to do so by the District throughout the construction schedule.

C.W. Driver

Moreno Valley Campus Parking Garage and Surge Space

General Conditions Estimate

Cost Code	Description	Rate	Factor	Months	Total
	PRE-CONSTRUCTION (12-MONTHS)				
	Estimating	\$16,017	33%	12.00	\$63,429
	Project Executive	\$23,840	5%	12.00	\$14,304
	Scheduler	\$16,977	7%	12.00	\$14,261
	Project Manager	\$14,721	20%	12.00	\$35,330
	Assistant Project Manager	\$9,241	20%	12.00	\$22,178
	Project Clerical	\$7,974	5%	12.00	\$4,785
	General Supervision	\$22,843	3%	12.00	\$8,224
	Field Superintendent	\$16,576	15%	12.00	\$29,837
	Constructability Reviewer	\$16,576	15%	12.00	\$29,837
	<i>Sub Total Pre-Construction</i>				\$222,185
	CONSTRUCTION PHASE (14-Months) / LABOR				
	Project Executive	\$23,840	10%	14.00	\$33,376
	Project Manager	\$14,721	100%	14.00	\$206,093
	Assistant Project Manager	\$9,241	100%	14.00	\$129,372
	Scheduler	\$16,977	10%	14.00	\$23,767
	Project Clerical	\$7,974	100%	14.00	\$111,640
	General Supervision	\$22,843	10%	14.00	\$31,981
	Field Superintendent	\$16,576	100%	14.00	\$232,066
	Assistant Superintendent	\$9,990	100%	14.00	\$139,857
	Safety Director	\$14,439	5%	14.00	\$10,107
	<i>Sub Total Construction Labor</i>				\$918,259

Cost Code	Description	Rate	Factor	Months	Total
	CONSTRUCTION PHASE (14-Months) / MATERIAL				
	General Labor			14.00	In Trades
	Non-Union Labor Benefits			14.00	In Trades
	General Clean Up			14.00	In Trades
	Final Clean Up			14.00	In Trades
	Punch List			14.00	Included
	Safety Measures (First Aid Kits, Safety Supplies, & Signs)	\$350	Per Month	14.00	\$4,900
	Hard Hats		Lsum	1.00	\$420
	Traffic Control			14.00	In Trades
	Dust Control			14.00	In Trades
	Dewatering/Erosion Control			14.00	In Trades
	Weather Protection			14.00	In Trades
	Temporary Heating			14.00	In Trades
	Trailer Rental & Expenses	\$1,321	Per Month	14.00	\$18,494
	Trailer Mobilization	\$8,000	Lsum	1.00	\$8,000
	Inspector Job Site Trailer	\$400	Per Month	14.00	\$5,600
	Field Office Furniture	\$750	Per Month	14.00	\$10,500
	Trailer Alarm (includes commissioning)	\$125	Per Month	14.00	\$1,750
	Caretaker/Security			14.00	By Owner
	Construction Camera			14.00	N/A
	Warehouse			14.00	By Owner
	Signs & Bulletin Boards	\$3,000	Lsum	1.00	\$3,000
	Temp Power Poles & Connection			14.00	In Trades
	Toilets (Trailer Holding Tank)	\$800	Per Month	14.00	\$11,200
	Trash Bins	\$450	Per Month	14.00	\$6,300
	Storage Bins			14.00	In Trades
	Fencing			14.00	In Trades
	Temp Lighting			14.00	In Trades
	Extend Temp Utilities			14.00	In Trades
	Management Fuel			14.00	Included
	Supervision Fuel			14.00	Included
	Equipment Fuel			14.00	In Trades
	Small Tools/Equipment Repair			14.00	In Trades
	Equipment Rental			14.00	In Trades
	Radios			14.00	N/A
	Management Vehicle	\$750	Per Month	14.00	\$10,500

Cost Code	Description	Rate	Factor	Months	Total
	Supervision Vehicle	\$750	Per Month	14.00	\$10,500
	Blueprints/Plan (does not include bid printing)			14.00	By Owner
	Photos/Film/Video	\$100	Per Month	14.00	\$1,400
	Surveying			14.00	In Trades
	C.P.M. Schedule			14.00	In GC Labor
	Material Testing			14.00	By Owner
	Special Inspections – Roofing			14.00	By Owner
	Phone Company Charges	\$1,000	Per Month	14.00	\$14,000
	Job Site Telephone System	\$3,000	Lsum	1.00	\$3,000
	Pay Phones				N/A
	Cellular Phones	\$650	Per Month	14.00	\$9,100
	Water Consumption	\$150	Per Month	14.00	\$2,100
	Hydrant Meters & Backflow Device			14.00	In Trades
	Power	\$1,000	Per Month	14.00	\$14,000
	Office Equipment	\$660	Per Month	14.00	\$9,240
	Office Supplies	\$500	Per Month	14.00	\$7,000
	Office Cleaning			14.00	Included
	Drinking Water	\$250	Per Month	14.00	\$3,500
	Postage/Shipping	\$500	Per Month	14.00	\$7,000
	Meetings			14.00	N/A
	Promotion Expenses			14.00	N/A
	Airfare/Travel Expenses			14.00	N/A
	Lodging			14.00	N/A
	Meals			14.00	N/A
	Rental Car			14.00	N/A
	Apartment Costs			14.00	N/A
	Project Expeditor	\$1,505	Lsum	1.00	\$1,505
	Data Processing	\$2,009	Per Month	14.00	\$28,125
	Permits/Fees/Licenses			14.00	By Owner
	Bond			14.00	By Owner
	Liability Insurance			14.00	Included
	Course of Construction Insurance			14.00	Included
	Sub Total Construction Labor				\$191,134

Cost Code	Description	Rate	Factor	Months	Total
	Reimbursable Expenses				
	Blueprints and Reproduction	\$75,000	Lsum	1.00	\$75,000
	Builders Risk Insurance			14.00	By Owner
	Labor Compliance Program			14.00	By Owner
	Professional Liability Insurance			14.00	By Owner
	Testing and Inspections			14.00	By Owner
	Utility Connection and Assessment Fees			14.00	By Owner
	<i>Sub Total Reimbursables</i>				<i>\$75,000</i>

Total General Conditions Estimate: \$1,406,578.00

***AMENDED**

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

GOVERNANCE COMMITTEE MEETING

September 1, 2009 – **6:30 p.m.*** (or immediately following the conclusion
of the Resources Board Committee Meeting)

The Commons, John F. Kennedy Middle College High School,
1951 Third Street, Norco 92860

Committee Members: Mary Figueroa, Committee Chairperson
Mark Takano, Vice Chairperson
Gregory Gray, Chancellor
Chris Carlson, Chief of Staff/Executive Assistant to the
Chancellor
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Richard Mahon, Academic Senate Representative
(Riverside)
Deborah Tompsett-Makin, Academic Senate Representative
(Norco)
Anette Gulddammer, CTA Representative (Moreno Valley)
Dariush Haghighat, CTA Representative (Riverside)
Mark Sellick, CTA Representative (Riverside)
Gustavo Segura, CSEA Representative (Moreno Valley)
Richard Goldstein, CSEA Representative (Riverside)
Steven Bishop, ASRCCD Student Representative

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Revised and New Board Policies – First Reading
- The Committee will review Board Policies 3810 and 7230.
2. Comments from the public.

Adjourn

Prepared by: Heidi Wills
Administrative Assistant,
Board of Trustees and Chancellor's Office

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: September 15, 2009

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our current Board Policies and Administrative Procedures and adopting new Policies, the items below come before the Board for first reading.

General Institution

3810 – Claims Against the District – This is a revision of the Policy which was adopted by the Board on May 19, 2009.

Human Resources

7230 – Classified Employees. This is a new Policy for the District.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 3810 and 7230.

Gregory W. Gray
Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

Riverside Community College District Policy

No. 3810

General Institution

BP 3810 CLAIMS AGAINST THE DISTRICT

References:

Education Code Section 72502;
Government Code Sections 900 et seq. and 910, et seq.

Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

- Claims by public entities: claims by the state or by a state department or agency or by another public entity.
- Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.
- Claims for damages for death, injury to person or personal property.

Notwithstanding the exceptions listed in Section 905 of the Government Code of the State, all claims by public officers or employees for fees, salaries, wages, overtime pay, holiday pay compensating time off, vacation pay, sick leave pay, and any other expenses or allowances claimed due from the District, when a procedure for processing such claims is not otherwise provided by State or local laws, shall be presented within the time limitations and in the manner prescribed by Sections 910 through 915.2 of the Government Code of the State. Such claims shall further be subject to the provisions of Section 945.4 of the Government Code of the State relating to the prohibition of suits in the absence of the presentation of claims and action thereon by the District.

The designated place for service of claims, lawsuits or other types of legal process upon the District is:

Riverside Community College District
Office of the Chancellor
1533 Spruce St., Ste. 210
Riverside, CA 92507

Date Adopted: May 19, 2009

Revised:

Riverside Community College District Policy

No. 7230

**Human Resources
DRAFT as of 6/30/09**

BP 7230 CLASSIFIED EMPLOYEES

References:

Education Code Sections 88003, 88004, 88009, and 88013

Classified employees are those who are employed in positions that are not academic positions. The employees and positions shall be known as the classified service.

The Chancellor shall establish procedures to assure that the requirements of state law and regulations regarding the classified service are met.

The classified service does not include:

- **Substitute and short-term employees who are employed and paid for less than 75 percent of the fiscal year.**
- **Part-time apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment.**
- **Full time students employed part time, and part-time students employed part time in any college work-study program or in a work experience education program conducted by the District.**

NOTE: *This policy is **legally required/legally advised**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. There does not appear to be a current policy that addresses this issue.*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)