

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting -
Board of Trustees Planning and Operations Committee,
Resources Committee, Governance Committee, Facilities Committee
September 7, 2010 – 5:00 p.m. – Center for Student Success
Norco College, 2001 Third Street, Norco, California 92860

AGENDA

CALL TO ORDER

Pledge of Allegiance

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a “REQUEST TO ADDRESS THE BOARD OF TRUSTEES” card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact the Chancellor’s Office at (951) 222-8801 as far in advance of the meeting as possible.

Any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the RCCD District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

I. Comments from the Public

II. Chancellor’s Reports

- A. Communications
- Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.
Information Only

III. Board Committee Reports

A. Planning and Operations Committee

1. ADA Transition Plan and ADA Implementation - Phase I
- Committee to review the project plan using Construction Management Multiple Prime contracting services and consider an agreement with Tilden-Coil Constructors, Inc for construction management services and an agreement with PSOMAS to provide engineering and architectural services.
Recommended Action: To be Determined

2. Memorandum of Agreement Between County of Riverside and Riverside Community College District for Facilities at the Ben Clark Public Safety Training Center
 - Committee to consider an agreement to facilitate the establishment of an Education Center to the Moreno Valley College at the Ben Clark Public Safety Training Center.

Recommended Action: To be Determined
- B. Teaching and Learning Committee (None)
- C. Resources Committee
1. Rescission of Approved Dates for the 2010-2011 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates
 - Committee to review proposed 2010-2011 Budget inspection and public hearing dates.

Recommended Action: To be Determined
 2. A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D, Resolution No. 5-10/11
 - Committee to review information relative to a proposed issuance of General Obligation Bonds.

Recommended Action: To be Determined
 3. Citrus Belt Savings and Loan Gallery, Culinary Arts Academy and District Office Building – Agreement for Construction Management Services.
 - Committee to review construction management multiple prime contracts.

Recommended Action: To be Determined
- D. Governance Committee
1. Revised and New Board Policies – First Reading
 - Committee to review Board Policy 5405.

Recommended Action: To be Determined
- E. Facilities Committee
1. Division of the State Architect Project Closure Presentation/Closeout Project Budget Approval
 - Committee to consider the tentative project budget and use of District Measure C funds.

Recommended Action: To be Determined

2. Operations Center Project at the Norco College
- Committee to consider an amendment with Hill Partnership, Inc. for site and building modifications required to revise and reduce the scope of work of the project.

Recommended Action: To be Determined

3. Central Plant Boiler Replacement at Norco College
- Committee to consider the tentative project budget and agreement with S and K Engineers to provide design engineering services for the project.

Recommended Action: To be Determined

IV. Closed Session

- Pursuant to Government Code Section 54957 public employee discipline/dismissal/release.

Recommended Action: To be Determined

V. Adjournment

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-1

Date: September 21, 2010

Subject: ADA Transition Plan and ADA Implementation - Phase I

Background: On February 24, 2009, the Board of Trustees approved an agreement with PSOMAS to provide design and engineering services in the amount of \$481,780 using District Measure C funds to develop a District-wide ADA Transition Plan. PSOMAS conducted accessibility surveys and prepared a District-wide Americans with Disabilities Act (ADA) Transition Plan for the three colleges and District support facilities as required by the Federal government in order to be compliant with Title II of the Americans with Disabilities Act Title 24; 2007 California Building Code, Chapter 11; and the Division of the State Architect (DSA) Access Compliance Reference Manual.

On January 26, 2010, the Board of Trustees approved an amendment in the amount of \$75,000 with PSOMAS to provide Accessibility Master Planning services in support of the District's Phasing and Implementation Plan for college accessibility. These services facilitated the prioritization of the barrier removal projects on all our facilities in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG). The PSOMAS agreement plus amendment totals \$556,780.

PSOMAS has now completed the ADA Transition Plan and the Accessibility Master Planning for the three colleges and District support facilities. PSOMAS has projected a comprehensive project estimate of \$39,594,553 to renovate the District facilities to achieve ADA compliance. Based on those projections and the District construction master plan, Staff has developed a 5-year Transition Plan implementation schedule to address the compliance issues in priority order based on Department of Justice and identified severity priorities. The ADA Transition Plan, including implementation schedule, is being presented to the Board for review and consideration, and is available for public review at RCCD's System Offices.

Staff now requests approval of a budget not to exceed \$6,360,000 using District Measure C funds (Resource 4160) for the ADA Transition Plan Implementation (Phase I) project to address the first priority issues identified in the presentation (Exhibit I).

Staff also recommends that the ADA Transition Plan Implementation (Phase I) project for the Riverside Community College District be delivered using Construction Management Multiple Prime (CMMP) contracting. Staff recommends Tilden-Coil Constructors, Inc., a District pre-approved, minority owned, construction management firm, provide construction management services for the ADA Transition Plan Implementation (Phase I). Services under this agreement would include management and oversight of bid preparation; cost estimating; construction execution; ensuring compliance with bid drawings and specifications, code and labor compliance, and DSA requirements.

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

Basic Compensation Fee - \$333,879
General Conditions Costs - \$594,607
Total Fee - \$928,486

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-1

Date: September 21, 2010

Subject: ADA Transition Plan and ADA Implementation - Phase I (continued)

Additionally, staff requests approval of an agreement with PSOMAS in an amount not to exceed \$324,578.20, including reimbursable expenses. PSOMAS services include engineering and architectural services for the ADA Transition Plan Implementation (Phase I) project at the Riverside Community College District. The services shall facilitate the District's goal to prioritize, fund and implement barrier removal projects on its colleges in accordance with the District's ADA Transition Plan and DSA Access Compliance Reference Manual. Services under this agreement include contract administration; oversight of bid preparation; ensuring compliance with bid drawings and specifications; as well as code and DSA requirements.

The agreements with Tilden Coil Constructors, Inc. and PSOMAS are attached for the Board's review and consideration. The agreements would be funded by the approved ADA Transition Plan Implementation (Phase I) project budget, District Measure C Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the presented ADA Transition Plan; approve using Construction Management Multiple Prime contracting for the ADA Transition Plan Implementation (Phase I) project; approve the ADA Transition Plan Implementation (Phase I) project in an amount not to exceed \$6,360,000 using District Measure C funds; approve the agreement with Tilden-Coil Constructors, Inc. for construction management multiple prime services in an amount not to exceed \$928,486; approve the agreement with PSOMAS for engineering and architectural services in an amount not to exceed \$324,578.20; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements and future amendments.

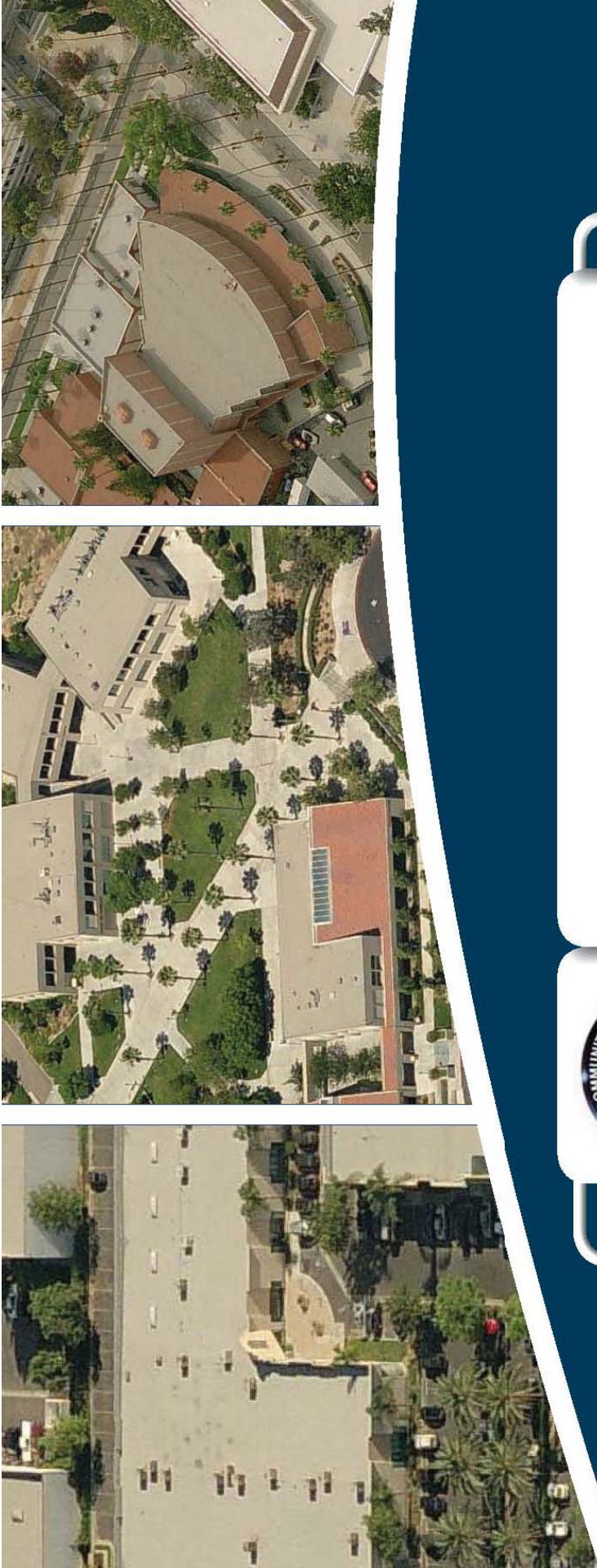
Gregory W. Gray
Chancellor

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

Paula McCroskey, District Dean
Disabled Student Programs and Services

Chani Beeman, Director, Diversity, Equity & Compliance
Diversity and Human Resources

Calvin Belcher, Project Manager
Facilities Planning, Design and Construction



ADA Transition Plan Update & Phase I Implementation Proposal

Riverside Community College District

September 2010

P S O M A S



Accessibility Regulations

- **Americans with Disabilities Act of 1990**
 - **ADA Title II, Subtitle A (Publicly Funded State and Local Government Services)** – All Programs, activities & services provided or operated by or for public entities.
- **California Building Standards Codes (Title 24)**
- **Unruh Act (1968)** – Updated in 1993 to make a violation of the ADA, a violation of California civil rights law
- **California Assembly Bill (AB) 2222** – broadens Federal ADA's definition of physical and mental disability

“No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.”

-- Federal ADA Title II Regulation 28 CFR 35.130(a)



District Compliance History

- The District last approved a transition plan in 1997:
 - Identified approximately 200 barriers
 - Noted presence of Disabled Student Programs & Services
 - Assured regular review of facilities for barrier removal and scrutiny of capital project plans
- Changing laws and codes
- Extensive construction
- Renewed commitment



Federal ADA Title II Regulation 28

CFR 35.150(d)(3)

- “(3) The plan shall, at a minimum --*
- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;*
 - (ii) Describe in detail the methods that will be used to make the facilities accessible;*
 - (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period;*
and
 - (iv) Indicate the official responsible for implementation of the plan.”*



Federal ADA Title II Regulation

28 CFR 35.150(d)(3)

- “(3) The plan shall, at a minimum --*
- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;*
 - (ii) Describe in detail the methods that will be used to make the facilities accessible;*
 - (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and*
 - (iv) Indicate the official responsible for implementation of the plan.”*





A.D.A. Title II: Compliance

6 Step Process

- ✓ Designate a Responsible Employee -- Updated March 26, 2007 : Chani Beeman designated ADA Coordinator
- ✓ Establish a Grievance Procedure – Updated March 2008: Administrative Procedure 3435: *Handling Complaints of Unlawful Discrimination, Harassment or Retaliation*
- ✓ Provide Notice of ADA Requirements – Completed: Public meetings May 4-7, 2009
- ✓ Conduct a Self Evaluation – Completed: PSOMAS/BOA Survey results submitted to committee November 2009
- ❑ **Update ADA Transition Plan – September 2010**
 - ✓ Survey 1.2 Million sq. ft. of facilities – five sites
 - ✓ Public Outreach for input to plan development
 - ✓ Develop and Prioritize Database of compliance “Keynotes”
 - ✓ Develop maintenance and construction schedule
 - ✓ Identify proposed implementation options and timeline
- ❑ **Approve ADA Transition Plan Implementation Phase I – September 2010**



Federal Department of Justice Priorities - 28 CFR 36.304(c)

- Priority 1 – Access into Facilities
 - 28 CFR 36.304(c)(1)
- Priority 2 – Access within Program Areas
 - 28 CFR 36.304(c)(2)
- Priority 3 – Restroom Facilities
 - 28 CFR 36.304(c)(3)

Severity of Barriers

Severity - Classification by consultant accessibility specialists, PSOMAS/BOA, of identified items to facilitate planning and prioritization of barrier removals.

- Safety Hazard (A)
- Severe or Complete Barrier to Access (B)
- Partial Barrier to Access (C)
- Minor Code Deviation (D)
- Non-Mandated Access Improvements (E) – includes items identified under draft Federal criteria (as of 2009) to be adopted into law in upcoming code cycles





Phase I Proposal

BOA PSOMAS



BOA Architecture / Government Services

_ALL ADA Assessment

Comparison Table: Use/Severity/Location Type

Campus: _ALL Facility ID # _ALL



Author: Nguyen, A

Reporting: 12454 of 23165 Rcds

Campus: _ALL

Facility: _ALL

Projects Cost Factor

- _AB+AllRow3
- 1.49
- _AC 1.2
- _Elevators 1.2
- _Procu 0.86
- _Signs 1.2
- MnO 0.92
- Future 1.54
- Projects

SEVERITY of Barrier.	Severity					Non-Minorized
	A	B	C	D	E	
A Safety Hazard	1268	2236	7134	1636	180	
B Severe or Complete Barrier	\$913,924	\$2,679,323	\$16,161,271	\$503,906	\$357,518	
C Partial Barrier to Access	336	634	2037	56	17	
D Minor Code Deviation	\$364,859	\$725,346	\$7,991,219	\$56,980	\$61,785	
E Non-Mandated Access Imprv	649	1161	3438	1129	128	
	\$388,357	\$1,582,774	\$5,615,431	\$333,328	\$241,434	
	204	205	1135	35	30	
	\$122,600	\$107,487	\$2,127,496	\$7,800	\$45,445	
	76	211	439	357	1	
	\$37,748	\$221,285	\$303,894	\$105,413	\$0	
	0	0	0	0	0	
	\$0	\$0	\$0	\$0	\$0	
	3	25	85	59	4	
	\$360	\$42,431	\$123,231	\$385	\$8,855	
	176					
	\$175,262					

Dept. of Justice Location Type

Option C (Phase 1 funded in 2010)

Phase 1 4,704 \$5,773,988

Phase 1 & Future Phases C1, C2, C6 TBD \$526,012

Future Projects 7750 \$14,842,081

Total Count / Cost 12,454 \$20,615,942

PSOMAS



Phase I Proposal

- 23,165 = Total identified ADA deficiencies by PSOMAS/BOA survey
- 10,711 = Number of ADA deficiencies addressed by other Measure C construction projects
- 4,704 = Number of ADA deficiencies to be addressed by tonight's Phase I proposal
- 7,750 = Total remaining ADA deficiencies to be addressed by future local bond or district general funds





Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

TILDEN-COIL CONSTRUCTORS, INC.

Construction Management Services

**ADA Transition Plan Implementation – Phase I
(District-wide Project)**

CONSTRUCTION MANAGEMENT SERVICES (ADA Transition Plan Implementation – Phase I)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 22nd day of September, 2010 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the district-wide ADA Transition Plan Implementation – Phase I project for the Riverside Community College District located in the cities of Moreno Valley, Norco and Riverside, 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:

Jason Howarth, LEED AP

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.

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.

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 contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget 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.

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.

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 Manger 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.

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.

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 Project 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 Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages 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 governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. 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.

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.

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.

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 fixed-fee amount of \$333,879 (Three Hundred Thirty-Three Thousand, Eight Hundred Seventy-Nine Dollars).

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$594,607.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 20% 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 70% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

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:

Principal In-Charge/Project Executive	\$ 160.00
Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00
BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

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 Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs exceed \$594,607.

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. 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. The cost

of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

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 Manager 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 Manager'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.

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; 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:

Tilden-Coil Constructors, Inc.

Riverside Community College District

By: _____

By: _____

Brian Jaramillo
President
3612 Mission Inn Ave
Riverside, CA 92501

James L. Buysse
Vice Chancellor
Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.

EXHIBIT "B"

REIMBURSABLE EXPENSES

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, 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.

Tilden-Coil Constructors, Inc.
ADA Transition

EXHIBIT "B" (continued)

RCCD ADA Transition Phase I
General Conditions Estimate

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	By Others
Preconstruction Expense							
Production Director							
Supervision							
Project Manager							
Project Engineer							
Project Administrative Assistant							
Final Clean Up					X		
Punch List					X		
Safety Measures / Badges					X		
Traffic Control / Signage					X		
Dust Control							X
Dewatering/Erosion Control/SWPPP							X
Weather Protection							X
Temporary Heating							X
Signs & Bulletin Boards					X		
Toilets / Hand Wash					X		
Trash Bins							X
Fencing					X		
Temp Lighting							X
Management Fuel					X		
Supervision Fuel					X		
Equipment Fuel							X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios					X		X
Management Vehicle					X		
Supervision Vehicle					X		
Document Archive / Storage					X		
Blueprints/Plans (does not include bid printing)					X		
Photos/Film/Video					X		
Surveying					X		
C.P.M. Schedule					X		
Material Testing						X	
Special Inspections						X	
Soils Testing						X	
Daily Work Transcriptions					X		
Internet Services					X		
Pay Phones						X	
Cellular Phones					X		
Water							X
Hydrant Meters							X
Power						X	
Office Equipment					X		
Office Supplies					X		
Office Cleaning					X		
Drinking Water					X		
Postage/Shipping					X		
Legal Advertising					X		
Course of Construction Insurance						X	
Professional Errors & Omission Insurance					X		
District Directed Reimbursable Allowance						X	

Total General Conditions Estimate: \$ 694,607.09

**ENGINEERING AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
PSOMAS**

This AGREEMENT is made and entered into on September 22, 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”, and PSOMAS, hereinafter referred to as “ENGINEER”. This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ENGINEER are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain engineering services for the district-wide project ADA Transition Plan Implementation – Phase I, hereinafter referred to as “PROJECT”, located within the cities of Moreno Valley, Norco and Riverside, California in the DISTRICT; and

WHEREAS, ENGINEER understands that the estimated \$6,360,000 funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ENGINEER is fully licensed to provide engineering services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ENGINEER’S SERVICES AND RESPONSIBILITIES

1. The ENGINEER’s services shall consist of those services performed by the ENGINEER and ENGINEER’s employees and ENGINEER’s consultants as enumerated in Articles II and III of this Agreement.

2. The ENGINEER’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ENGINEER represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ENGINEER shall submit for the DISTRICT’s approval a schedule for the performance of the ENGINEER’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ENGINEER.

3. The schematic design, design development and construction document services covered by this agreement shall be completed and submitted to the Division of the State ENGINEER for review and approval on or before March 21, 2011.

ARTICLE II – SCOPE OF ENGINEER’S SERVICES

1. The ENGINEER’s services include those described in this Article and include structural, civil, mechanical and electrical engineering services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ENGINEER shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).

3. The ENGINEER shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ENGINEER shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ENGINEER shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.

6. The ENGINEER shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.

7. The ENGINEER shall attend regular PROJECT coordination meetings between the ENGINEER, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ENGINEER shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ENGINEER’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.

9. The ENGINEER shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ENGINEER shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ENGINEER shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

12. The ENGINEER shall provide detailed quantity surveys which provide inventories of material, equipment or labor.

13. The ENGINEER shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

14. The ENGINEER shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. The ENGINEER shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

16. The ENGINEER shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

17. The ENGINEER shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ENGINEER shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ENGINEER shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ENGINEER shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ENGINEER shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ENGINEER shall attend and assist in legal proceedings that arise from errors or omissions of the ENGINEER.

20. The duties, responsibilities and limitations of authority of the ENGINEER shall not be restricted, modified or extended without written agreement between the DISTRICT and ENGINEER.

21. The ENGINEER shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

22. The ENGINEER shall have access to the work at all times.

23. Schematic Design Phase

a. The ENGINEER shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ENGINEER shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ENGINEER shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the Division of State Architect (DSA) and the local Fire Department.

c. The ENGINEER shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ENGINEER's services under this agreement.

e. ENGINEER shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ENGINEER shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ENGINEER shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ENGINEER shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ENGINEER shall submit to the DISTRICT a written estimate of the construction cost to reflect actual plan scope at the conclusion of each development phase, in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

24. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 23, the ENGINEER shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ENGINEER shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.

b. The ENGINEER shall establish an estimated PROJECT Construction Cost.

c. The ENGINEER shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

25. Construction Document Phase (Final Plans)

a. The ENGINEER shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in an AutoCAD and PDF format acceptable to the District and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the DSA and local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ENGINEER shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the

PROJECT, including the DSA, local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ENGINEER shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ENGINEER shall not charge a mark-up on costs associated with governmental agency fees when the ENGINEER pays such fees for the DISTRICT.

c. The ENGINEER shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ENGINEER shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. Bidding & Award Phase

a. The ENGINEER, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ENGINEER shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ENGINEER.

c. The ENGINEER shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ENGINEER shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. IN addition, ENGINEER shall provide DISTRICT with an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ENGINEER, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

27. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ENGINEER shall reproduce fifteen (15) full size sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ENGINEER's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ENGINEER shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ENGINEER shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ENGINEER will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ENGINEER shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ENGINEER deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's and review submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ENGINEER and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ENGINEER's certificate of completion and final certificate for payment. ENGINEER shall not be compensated any fee for work required as a result of any error or omission. Errors shall be charged to the ENGINEER at 100% of corrective cost, while omissions shall be charged at a rate of 20% of the corrective cost.
- f. The ENGINEER, as part of their basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ENGINEER shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.

h. The ENGINEER shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ENGINEER's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ENGINEER shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ENGINEER shall promptly inform the DISTRICT, whenever, in the ENGINEER's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ENGINEER has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ENGINEER shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ENGINEER shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ENGINEER shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ENGINEER shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ENGINEER and promptly reported to the DISTRICT and Contractor, but which ENGINEER failed to do.

m. The ENGINEER shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ENGINEER's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ENGINEER shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ENGINEER's action shall not delay the work, but should allow for sufficient time in the ENGINEER's professional judgment to permit adequate review.

o. The ENGINEER shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ENGINEER shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ENGINEER shall, at ENGINEER's expense,

prepare a set of reproducible record drawings, as well as AutoCAD and PDF versions, acceptable to the District, showing significant change in the work made during construction based on marked-up prints, drawings, addenda, change orders, RFI responses, show drawings, and other data furnished by the Contractor to the ENGINEER.

p. The ENGINEER shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ENGINEER shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ENGINEER shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ENGINEER shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. The ENGINEER shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Construction Manager or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ENGINEER.

u. The ENGINEER shall prepare, in versions acceptable to the District, AutoCAD and PDF files of all as-built conditions in concert with item "o" above, at no additional cost.

v. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

w. The ENGINEER shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. PROJECT Close-Out

a. The ENGINEER shall assure delivery of the following documents described below to the DSA for review prior to issuance of a “Certificate of Completion”.

b. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record’s semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory Inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ENGINEER, Structural Engineer, Mechanical Engineer and Electrical Engineer.
- (iii) Final Verified Report Form DSA-6 certifying all work is 100% Complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- (iv) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (v) Weighmaster’s Certificate (if required by approved drawings And specifications).
- (vi) Copies of the signature page of all Addenda as approved by DSA.
- (vii) Copies of the signature pages of all Deferred Approvals as Approved by DSA.
- (viii) Copies of the signature page of all Change Orders as Approved by DSA.
- (ix) Verification by the I.O.R. that all items noted on any “Field Trip Notes” have been corrected.

ARTICLE III – ADDITIONAL ENGINEER’S SERVICES

1. ENGINEER shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ENGINEER’s control. ENGINEER shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ENGINEER which are not the result of the direct or indirect negligence, errors or omissions on the part of ENGINEER.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ENGINEER.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ENGINEER exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ENGINEER.

g. Providing any other services not otherwise included in this AGREEMENT

2. If authorized in writing by DISTRICT, ENGINEER shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ENGINEER, and the ENGINEER shall be compensated therefore as agreed by the DISTRICT and ENGINEER. Through the observations of such PROJECT Representative(s), the ENGINEER shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ENGINEER as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT’S RESPONSIBILITIES

1. The DISTRICT shall provide to the ENGINEER information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.
2. Prior to the Schematic Design Phase, the ENGINEER shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT’s objectives, schedule, budget constraints and any other criteria that are provided to the ENGINEER pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ENGINEER pursuant to this Paragraph and this shall be the “Budget” for the PROJECT as set forth in this AGREEMENT.
3. The DISTRICT shall notify the ENGINEER of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ENGINEER.
4. The DISTRICT shall give prompt written notice to the ENGINEER if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT’s failure or omission to do so shall not relieve the ENGINEER of ENGINEER’s responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
5. The proposed language of certifications requested of the ENGINEER or ENGINEER’s consultants shall be submitted to the ENGINEER for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost (“Construction Cost”) shall be reconciled against the DISTRICT’s Budget for the PROJECT.
2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ENGINEER, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ENGINEER or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ENGINEER until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ENGINEER submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ENGINEER prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ENGINEER cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ENGINEER, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ENGINEER or DISTRICT. District acknowledges, however that ENGINEER has no control over cost of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operations of the facilities, all of which are beyond ENGINEER's control and are unavoidably in a state of change. DISTRICT therefore acknowledges that ENGINEER cannot and does not make any

warranty, promise or representation, either expressed or implied, that proposals, bids opinions of probable construction cost, or cost of operation or maintenance will not vary substantially from ENGINEER's probable cost estimates.

2. The ENGINEER shall review the estimate at each phase of the ENGINEER's services. The ENGINEER shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ENGINEER's services. The ENGINEER's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ENGINEER shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ENGINEER's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ENGINEER, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII – ENGINEER'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ENGINEER or the ENGINEER's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ENGINEER's or ENGINEER's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ENGINEER, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ENGINEER for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ENGINEER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ENGINEER. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ENGINEER costs shall be deducted from payments to the ENGINEER.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ENGINEER shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ENGINEER.

4. This ENGINEER may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ENGINEER. In the event of a termination without cause, the DISTRICT shall pay to the ENGINEER for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ENGINEER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ENGINEER . In addition, ENGINEER will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ENGINEER under this paragraph through 50% completion of the ENGINEER's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ENGINEER as termination cost. This 3% payment is agreed to compensate the ENGINEER for the unpaid profit ENGINEER would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. 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, ENGINEER agrees to continue the work diligently to completion. If the dispute is not resolved, ENGINEER agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ENGINEER'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.

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

Architect shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, 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 Engineer disagree with any audit conducted by District, Engineer 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. Architect shall not be reimbursed by District for such an audit.

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

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ENGINEER in an amount not to exceed \$261,578.20 with an additional allowance of \$50,000 for unforeseen engineering services. The DISTRICT shall compensate the ENGINEER as follows:

1. ENGINEER change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ENGINEER fee, no fee will be paid to the ENGINEER unless negotiated prior to commencing change order work.

2. Payment to the ENGINEER will be as follows:

Schematic Design:	10% of estimated Engineer Fee as set forth on Attachment “A”.
Design Development:	15% of estimated Engineer Fee as set forth on Attachment “A”.
Construction Documents:	40% of estimated Engineer Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment “A”.
D.S. A. Approval:	5% of estimated Engineer fee as set forth on Attachment “A”.
Bidding Phase: (Board Approval)	3% of estimated Engineer fee as set forth on Attachment “A”.
Construction Admin:	25%, of estimated Engineer fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA Closure with Certification:	2% of estimated Engineer fee as set forth on Attachment “A”.

TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION 100% of actual Engineer Fee based on accepted bid.

3. When ENGINEER's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. To the extent that the time initially established for the completion of ENGINEER services is exceeded or extended through no fault of the ENGINEER, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board.

5. Expenses incurred by the ENGINEER and ENGINEER's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation in an amount not to exceed \$13,000 for basic and extra services, and shall be paid to the ENGINEER at one and one-tenth (1.1) times the expenses incurred by the ENGINEER, the ENGINEER's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ENGINEER as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ENGINEER's Consultants and all progress prints;
- d. Preliminary plans and specifications;

- e. ENGINEER's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ENGINEER , as part of the ENGINEER's basic professional services, shall furnish the necessary services of landscape architect, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ENGINEER's sole expense.

2. The ENGINEER shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ENGINEER under the terms of this AGREEMENT.

3. ENGINEER's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ENGINEER is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ENGINEER shall be licensed as a California ENGINEER and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ENGINEER shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ENGINEER and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ENGINEER shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ENGINEER agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ENGINEER employees or ENGINEER's subcontractor's employees arising out of ENGINEER's work under this AGREEMENT;

b. General Liability. Liability to the extent rising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ENGINEER for damages related to (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 ENGINEER or the DISTRICT, or any person, firm or corporation employed by the ENGINEER or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ENGINEER's who are directly employed by the DISTRICT.

c. Professional Liability. Liability to the extent arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ENGINEER which the ENGINEER shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by such professional Liability of the ENGINEER, or any person, firm or corporation employed by the ENGINEER, 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 negligence, or willful misconduct of the DISTRICT.

d. The ENGINEER, at its 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 account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ENGINEER 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 ENGINEER and DISTRICT from claims which may arise out of or result from ENGINEER's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any 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 A ENGINEER shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial 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, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ENGINEER shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ENGINEER and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ENGINEER 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; except that (10) days' written notice may be given for cancellation for nonpayment of premium; and shall waive all rights of subrogation. ENGINEER shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ENGINEER shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ENGINEER 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 and for the account of ENGINEER, and in such event ENGINEER shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ENGINEER subcontracts any portion of ENGINEER's duties, ENGINEER shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ENGINEER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENGINEER understands and agrees that ENGINEER and all of ENGINEER's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ENGINEER assumes the full responsibility for the acts and/or omissions of ENGINEER's employees or agents as they relate to the services to be provided under this AGREEMENT. ENGINEER shall

assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ENGINEER's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ENGINEER

6. The DISTRICT and ENGINEER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ENGINEER shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ENGINEER.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

10. Neither party shall be liable to the other for damages, cost or delay to the extent such damages, cost or delay resulting from any cause beyond that party's reasonable control or that constitutes Force Majeure.

11. Notwithstanding any other provision in this agreement, ENGINEER shall not be responsible for construction means, methods or techniques or safety measures, precautions or programs at the project site.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

PSOMAS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Bruce Kirby, PE
Vice President
555 South Flower Street, Ste. 4400
Los Angeles, CA 90071

By: _____
James L. Buysse
Vice Chancellor,
Administration and Finance

Date: _____

Date: _____

ATTACHMENT "A"

COMPENSATION TO THE ENGINEER

The DISTRICT shall compensate the ENGINEER in an amount not to exceed \$261,578.20 with an additional allowance of \$50,000 for unforeseen engineering services and \$13,000 for reimbursable expenses, totaling \$324,578.20.

Civil Engineering, Surveying, Geospatial Services and Architectural Services
provided by PSOMAS/BOA Architecture

Rates for Services are Effective from December 1, 2009 – December 31, 2010

Hourly Rates

Office Services

\$ 75-85 - Word Processors and Project Assistants

\$ 85-105 - Drafters, Design Drafters, Analysts and Assistant Planners

\$ 85.00 - \$120.00 - Staff Surveyors/CADD Technician/GIS Technicians

\$ 105 -145 - Planners, Engineers and Surveyors

\$120.00 - \$150.00 - Project Engineers/ Project Surveyors/GIS Specialist

\$ 150-195 - Planning and Entitlements, Principals

\$150.00 - \$165.00 - Sr. Project Surveyor/Sr. GIS Specialist

\$165.00 - \$195.00 - Sr. Project Manager/Technical Manager

Field Services

\$165 One-man survey party

\$242 Two-man survey party

\$355 Three-man survey party

\$145 Field Supervisor

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.

Architecture Rates

Principal Architect \$150

Associate Architect \$130

Project Manager \$130

Project Designer \$125

Senior Designer \$110

Senior Technical \$100

Intermediate Technical \$90

Other Technical Staff \$85

Clerical Staff \$70

Database Consultant \$120

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-2

Date: September 21, 2010

Subject: Memorandum of Agreement between County of Riverside and Riverside Community College District for facilities at the Ben Clark Public Safety Training Center

Background: On March 16, 2010, the Board of Trustees approved Resolution No. 40-09/10 authorizing the establishment of an Educational Center (Center Status Project) at the Ben Clark Public Safety Training Center. Since fall 2009, representatives from Riverside County's Facilities Management Department, Riverside Sheriff's Department, CAL Fire/Riverside County Fire departments, and Riverside Community College District have met to identify the proposed terms to be followed to establish Ben Clark Public Safety Education and Training Center as an Educational Center to Moreno Valley College and to develop facilities in which the educational services and required operations of the College will be located.

The discussions during the meetings addressed a number of salient issues. One focused on the terms related to the County's receiving property formerly a part of March Air Force Base and the manner in which the District would be able to receive land to build its facilities on property conveyed to the County through a federal land transfer provision to operate and develop a public safety training center commonly referred to as the Ben Clark Training Center (BCTC). A second issue focused on the different missions of the District and BCTC: the District's being an open admissions college, which offers general education courses to support students' interests in earning certificates and degrees in specific academic and career and technical programs and BCTC's being a public safety training site for law enforcement and fire service personnel. The parties also acknowledged and agreed that a number of details about the operation of a joint use learning center would benefit both the County and the District. The parties further acknowledged that those details would need to be addressed and delineated in future discussions. In short, the MOA identifies and clarifies the foundational issues raised by both parties as they move forward with an understanding to establish a joint Educational Center to Moreno Valley College and the agreed upon principles to be followed in establishing the Center with its facilities.

From the meetings, emerged a Memorandum of Agreement (MOA) between the County of Riverside and the District. Staff therefore requests the Board of Trustee's review and consideration of the attached MOA.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-2

Date: September 21, 2010

Subject: Memorandum of Agreement between County of Riverside and Riverside
Community College District for facilities at the Ben Clark Public Safety Training
Center (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Agreement established between the County of Riverside and Riverside Community College District to facilitate the establishment of the Ben Clark Public Safety Training Center as an Education Center to the Moreno Valley College; develop facilities in which the educational services and required operations of the College will be located; and authorize the Vice Chancellor, Administration and Finance, to sign the associated Memorandum of Agreement.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley College

Cordell Briggs
Dean, Public Safety Education and Training
Ben Clark Public Safety Training Center

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

Chris Carlson
Chief of Staff
Chancellor's Office

Ruth W. Adams, Esq.
General Counsel

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into as of this 21st day of September, 2010, by and between COUNTY OF RIVERSIDE, a public entity (“County”) and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity (“District”).

RECITALS

WHEREAS, County received property formerly part of March Air Force Base, consisting of approximately 375 acres (“Property”), generally situated south of Van Buren Boulevard and east of Wood Road, and north of Nandina Avenue, in unincorporated Riverside County. The Property was conveyed to the County through a federal land transfer provision known as a Public Benefit Conveyance, for the purposes of operating and developing a public safety training center, commonly referred to as the Ben Clark Public Safety Training Center (BCTC). The County received the Property through a Quitclaim Deed dated December 30, 1999 and recorded January 6, 2000; and

WHEREAS, the Quitclaim Deed transferred former military land and property (inclusive of buildings) for \$1.00 USD to the County, the conveyance was made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of, except to another local government agency for the same purposes with prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function; and

WHEREAS, the District through its Moreno Valley College (“College”), which is an open admissions college, is the education partner for public safety education training center since 1953 in partnership with the Riverside County Sheriff’s and CAL Fire/Regional Fire departments providing public safety training for law enforcement and fire technology programs; and

WHEREAS, the County has developed a master plan for the program, development and operation of the Ben Clark Public Safety Training Center; and

WHEREAS, it is the intent of both County and District to facilitate the establishment of Ben Clark Public Safety Training Center as an Education Center to Moreno Valley College and to develop facilities to house the educational services and required operations of the College.

WHEREAS, the programmatic focus at BCTC is public safety training, the intent of the College is to offer subject area and general education courses leading to certificate and degrees in public safety education and training and allied disciplines.

In consideration of the foregoing Recitals, both parties agree to use good faith efforts to bring about the following transactions, as soon as possible:

1. Establishment of an Education Center to Moreno Valley College at Ben Clark Public Safety Training Center: It is the intent of the District and College to apply to the

California Post Secondary Education Commission and California Community College System Board of Governor's for the establishment of an Education Center at BCTC. In doing so, the following understandings are intended by both parties:

- a. In seeking designation as an Education Center, the District and College will receive the following benefits in establishing an Education Center:
 - i. Eligibility and access to state Capital Outlay Funding.
 - ii. Separate allocation of operations funding support from the state.
 - b. Designation of an educational center to the College requires that conditions be met, including but not limited to the following:
 - i. Ownership or long term [99-year] lease of the site.
 - ii. Access to student services.
 - iii. On-site administration.
 - iv. Access to student population.
 - v. Offering of general education courses.
 - vi. Expected enrollment exceeding 500 full-time equivalent students, for a minimal three-year duration.
2. Property: The master plan for BCTC includes areas that are allocated to the specific training needs of the center, many which are highly specific to law enforcement or fire safety training needs and carry access restriction requirements. The master plan further specifies an area for general, student services and classrooms that is separate from the specific training and restricted access areas (referred to RSO& LE Partners) depicted on Exhibit "A", attached hereto this MOA.
- a. It is the intent of the District to obtain a controlling interest by a long-term [99-year] lease of acreage within the general student services area to develop a facility by the District to accommodate the following: classrooms/facilities for fire, law enforcement, and general education; offices for instructional and student services staff, faculty offices, library space for public safety and general education students, and student services offices to house student services (including but not limited to counseling and student financial aid).
 - b. It is the intent of the County to facilitate a controlling interest in acreage, to be specified, to the District for the purposes of developing an Education Center facility at BCTC. The size and configuration of the property shall be formally identified in a subsequent transfer document.
 - c. Said acreage shall be generally accessible to student and potential students of public safety and general educational needs.
 - d. It is the intent of the District and College to design and develop a facility on the property to house an Education Center at BCTC. Said facility shall be designed and developed in coordination with the County. An agreement for development shall be a subsequent document to address elements such as site preparation, infrastructure and utility access, development design, parking and support elements, and other obligations.
3. Operational Understandings: It is understood by both parties that a public safety training center must be carefully planned and operated to assure appropriate access and operation to meet the needs and mission of all parties involved in the training center.

- a. Joint Use Learning Center: Both parties agree that a joint use learning center is in the interest in advancing the partnerships of the County and District at BCTC and that an operation (joint use) agreement shall be formally identified in a subsequent document. A subsequent document shall address the following:
 - i. Administrative, instructional and student services offered.
 - ii. Joint use of classroom space.
 - iii. Joint use of library and digital resources.
 - b. Operation as an Education Center: An Education Center requires the offering of general education courses, and administration and student services at the site.
 - i. County recognizes that the student population at the center will include both public safety and general education student populations.
 - ii. District and College recognize that subject area and general education courses are structured to benefit the needs of public safety education students at BCTC .
 - iii. District and College recognize that students enrolled in the public safety education curriculum take a priority to education offerings at BCTC.
 - iv. Both parties agree that an operational agreement shall be developed as a subsequent document to address the following:
 1. Access to courses
 2. Course offerings
 3. Schedule for priority registration of public safety students
 4. Student support services
 5. Faculty and staff development activities
4. Time is of the Essence. Both parties mutually agree that time is of the essence to carry out the elements described in this MOA.

This MOA is intended solely as a summary of the terms that are currently proposed by the County and District. Both County and District will be expending resources following the execution of this LOI and, accordingly, County and District have agreed pursuant to this MOA to act in good faith in furtherance of achieving their mutual intent. Notwithstanding the foregoing, if either County or District determines, in good faith, that the mutual intent cannot be achieved, then each part is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with implementation of this MOA.

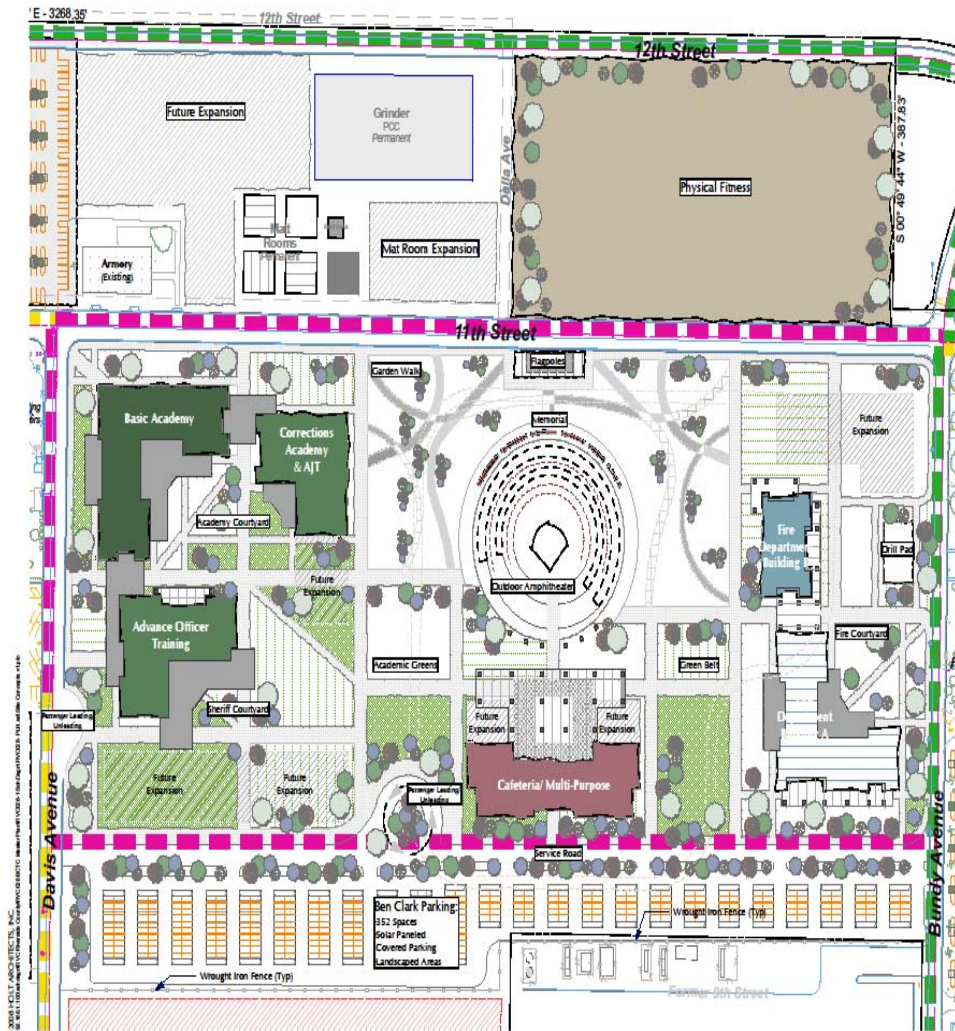
County of Riverside

Riverside Community College District

Authorized Representative

James L. Buisse, Vice Chancellor
Administration & Finance

Exhibit "A"



Green	Primary Vehicular Circulation
Yellow	Secondary Vehicular Circulation
Pink	Micro-Service Vehicular Circulation

Legend

Ben Clark Public Safety Training Center
16791 Davis Avenue
Riverside CA 92518



Project Number: RVC.028
Date: October 30, 2008
Scale: Not to Scale



Parking - 3072 Spaces

Option "E"
Master Plan
Micro Scale

Schematic Design
PS101E

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: September 21, 2010

Subject: Rescission of Approved Dates for the 2010-2011 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates

Background: At its June 15, 2010 meeting the Riverside Community College District Board of Trustees approved the following time lines for budget adoption: 1) the proposed 2010-11 Budget would be available for public inspection beginning September 14, 2010, and 2) the public hearing would be held at 6:00 p.m. at the Board meeting on September 21, 2010, to be followed by the adoption of the 2010-2011 Budget.

However, the State Chancellor's Office has now advised us that the budget adoption date has been extended to October due to the absence of a State Budget. Staff is therefore proposing that the 2010-2011 Budget adoption process be moved from September to October. It is thus necessary to rescind the earlier September time line. Staff recommends that the Board set October 19, 2010, as the date for the public hearing and adoption of the 2010-2011 Budget. Also, and pursuant to Title 5, Section 58301, the final budget proposal must be made available for inspection at least three (3) days prior to the public hearing, and we again plan to use the Office of the Vice Chancellor, Administration and Finance, for this purpose. Finally, this information will be published in The Press-Enterprise.

Recommended Action: It is recommended that the Board of Trustees announce that: 1) the proposed 2010-2011 Budget will be available for public inspection beginning October 14, 2010, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 19, 2010, to be followed by the adoption of the 2010-2011 Budget.

Gregory W. Gray
Chancellor

Prepared by: James L. Buysse
Vice Chancellor
Administration and Finance

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. _____**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVERSIDE
COMMUNITY COLLEGE DISTRICT, RIVERSIDE COUNTY,
CALIFORNIA, AUTHORIZING THE ISSUANCE OF RIVERSIDE
COMMUNITY COLLEGE DISTRICT (RIVERSIDE COUNTY,
CALIFORNIA) ELECTION OF 2004 GENERAL OBLIGATION BONDS,
SERIES 2010D, AND ACTIONS RELATED THERETO**

WHEREAS, a duly called election was held in the Riverside Community College District (the "District"), County of Riverside (the "County"), State of California, on March 2, 2004 (the "Election"), at which the following proposition (the "Measure C") was submitted to the qualified electors of the District:

"To improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology academic classrooms/laboratories; expand public safety, police, firefighting, paramedics and healthcare training facilities; repair, acquire, construct, equip buildings, sites, classrooms; shall Riverside Community College District issue \$350,000,000 in bonds, at legal rates, with no proceeds going to the State, all funds remaining locally, independent citizen oversight, guaranteed annual audits, and no money for administrators' salaries?"

WHEREAS, at such election, Measure C received the affirmative vote of the requisite fifty-five percent or more of the voters of the District voting on the proposition, as certified by the Registrar of Voters of Riverside County in the official canvassing of votes (the "Authorization"); and

WHEREAS, the Board of Supervisors of Riverside County (the "County Board") has issued on behalf of the District (i) an aggregate principal amount of \$ 55,205,000 of Riverside Community College District (Riverside County, California) Election of 2004, General Obligation Bonds, Series 2004A, and (ii) an aggregate principal amount of \$9,795,000 of Riverside Community College District (Riverside County, California) Election of 2004, General Obligation Bonds, Series 2004B, authorized pursuant to Measure C; and

WHEREAS, the District has caused the issuance of an aggregate principal amount of \$90,000,000 of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, authorized pursuant to Measure C; and

WHEREAS, at this time the Board of Trustees of the District (the "Board") has determined that it is necessary and desirable to issue the fourth series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$110,000,000 and to be styled as "Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D" (the "Bonds"); and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), the Bonds are authorized to be issued by the Board of

Supervisors of the County on behalf of the District for the purposes set forth in the ballot submitted to voters at the Election; and

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and further as any combination of current interest bonds, capital appreciation bonds, or convertible capital appreciation bonds; and

WHEREAS, this Board further desires to authorize the issuance of all or a portion of the Bonds as taxable "Build America Bonds" pursuant to the American Reinvestment and Recovery Act of 2009 (the "Recovery Act"); and

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT AS FOLLOWS:

SECTION 1. Purpose; Authorization. To raise money for the purposes authorized by voters of the District at the Election and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby petitions the County Board to authorize the issuance of the Bonds pursuant to the Act and to order such Bonds sold at a negotiated sale such that the Bonds shall be dated as of a date to be determined by said County Board, shall bear interest at a rate not-to-exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds and shall be in an aggregate principal amount not-to-exceed \$110,000,000. The Board hereby approves the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for Piper Jaffray & Co., (the "Underwriter") to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs which the Underwriter agrees to pay pursuant to the Purchase Contract, will equal approximately 2.0% of the principal amount of the Bonds.

This Board hereby authorizes the issuance of the Bonds as one or more series of taxable or tax-exempt bonds, and further any combination of current interest bonds, capital appreciation bonds, and convertible capital appreciation bonds as set forth in the fully-executed Purchase Contract (defined herein), subject to the provisions of a resolution of the County Board relating to the Bonds (the "County Resolution").

This Board hereby authorizes the issuance of all or a portion of the Bonds as Build America Bonds. With respect to Bonds issued as Build America Bonds, the District expects to receive a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Bonds on or about each semi-annual interest payment date for the Bonds. The District hereby directs the

Authorized Officers (defined herein), prior to each Bond Payment Date, to submit or cause to be submitted to the United States Department of the Treasury a subsidy reimbursement request in accordance with applicable Federal regulations. Upon receipt of such subsidy, the District shall deposit or cause to be deposited any such cash subsidy payments into the debt service fund for the Bonds maintained by the County.

SECTION 2. Paying Agent. This Board does hereby authorize the appointment of U.S. Bank National Association as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Paying Agent”) for the Bonds. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Bonds will be paid by the District.

SECTION 3. Tax Covenants.

(a) With respect to Bonds issued as tax-exempt bonds, the District hereby covenants with the holders of such Bonds that, notwithstanding any other provisions of this Resolution, it will (1) comply with all of the provisions of the County Resolution relating to the Rebate Fund (as defined therein) and perform all acts necessary to be performed by the District in connection therewith, and (2) make no use of the proceeds of the Bonds or of any other amounts, regardless of the source, or of any property or take any action, or refrain from taking any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The District will not make any use of the proceeds of the Bonds or any other funds of the District, or take or omit to take any other action, that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code. To that end, so long as any Bonds are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1986, as amended, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Bonds. In furtherance of the foregoing tax covenants of this Section 3(a), the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such tax-exempt Bonds, which is incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Bonds.

(b) With respect to Bonds issued as Build America Bonds, the District covenants that it will comply with the instructions and requirements of those certain Tax Certificates to be executed and delivered by the District on the date of issuance of such Build America Bonds.

SECTION 4. Legislative Determinations. This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or

constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 5. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary of the Board is hereby approved and the Chancellor of the District, the Vice Chancellor, Administration and Finance of the District, and such other officers or employees of the District as may be designated for such purpose (collectively, the "Authorized Officers"), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 6. Purchase Contract. The form of a purchase contract by and among Riverside County (the "County"), the District and the Underwriter for the Bonds (the "Purchase Contract") on file with the Secretary of the Board is hereby approved. In connection with the sale of the Bonds, the Board authorizes the Authorized Officers, each alone, on behalf of the District, to execute and deliver to the Underwriter a Purchase Contract for the Bonds, with such terms and conditions as may be acceptable to such official; provided, however, that the interest rate on the Bonds shall not exceed that authorized at the Election, the underwriting discount (excluding original discount) shall not exceed 0.8% of the aggregate principal amount of the Bonds issued, and the aggregate principal amount of the Bonds shall not exceed \$110,000,000.

SECTION 7. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 8. Authorized Actions.

(a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

SECTION 9. Professional Services. The District hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California as Bond Counsel and Disclosure

Counsel and Piper Jaffray & Co., El Segundo, California as Underwriter in connection with the issuance of the Bonds.

SECTION 10. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 11. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 21st day of September, 2010, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

President of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Riverside Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on September 21, 2010, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: September 21, 2010

By: _____
Secretary to the Board of Trustees

Domestic Offices:

Minneapolis - Headquarters

Boston
Charlotte
Chicago
Dallas
Denver
Des Moines
Hartford
Helena
Houston
Kansas City
Lincoln
Los Angeles
Milwaukee
New York
Orange County
Palo Alto
Phoenix
Portland
Richmond
San Francisco
Sacramento
Seattle
St. Louis

International Offices:

Hong Kong
London
Shanghai

Mark Farrell

Managing Director

(310) 297-6012

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Measure C Bond Program Update & Prospective Series D Issuance September 7, 2010

GUIDES FOR
THE JOURNEY®

PiperJaffray

Riverside CCD Historical Assessed Value

Period	Annualized Growth
1 Year	-2.7%
5 Years	5.0%
10 Years	8.4%
15 Years	6.7%
20 Years	6.0%

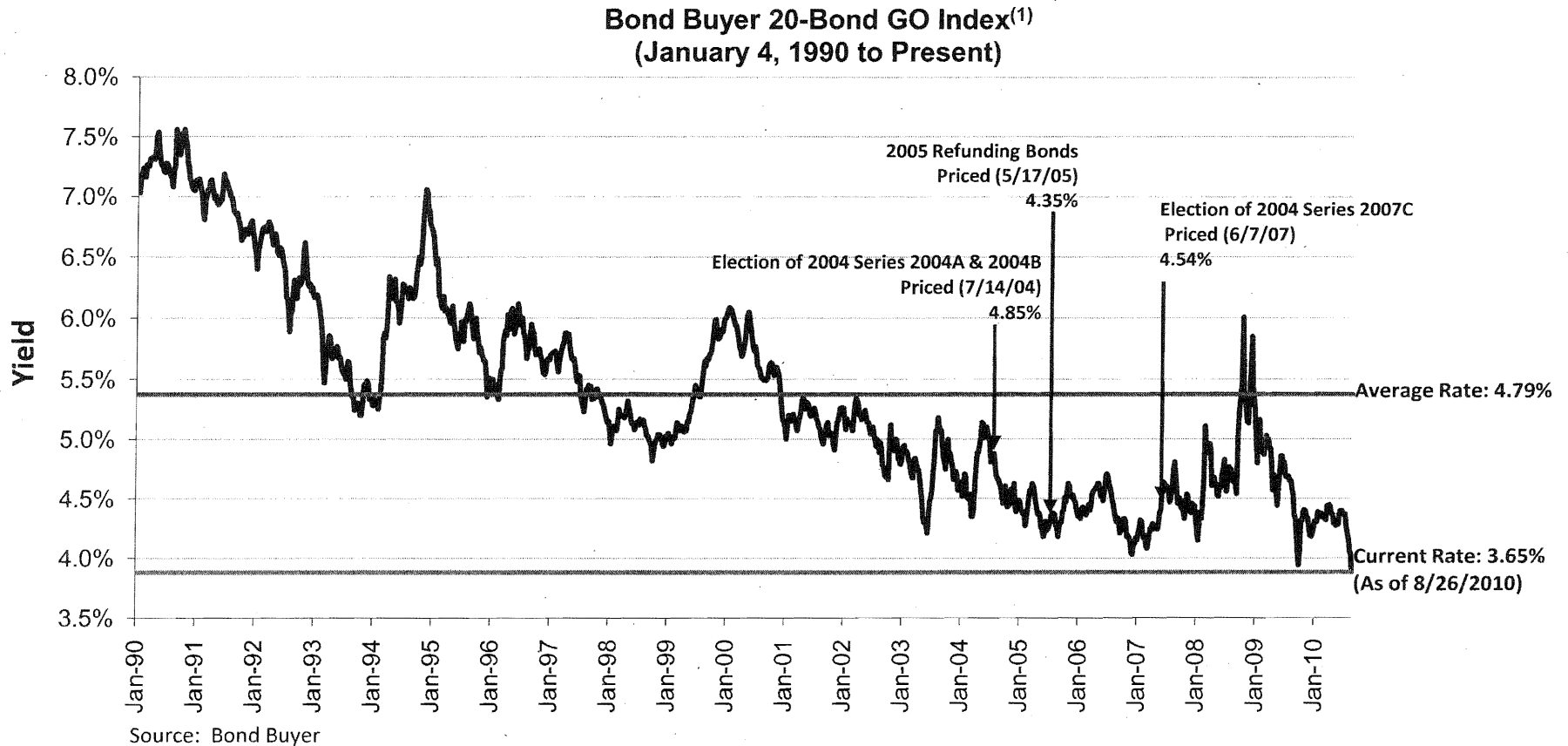
Assessed Value
(\$Billions)

Fiscal Year

Source: Riverside County Treasurer Tax Collector

Historically Low Rates

The chart below highlights general obligation bond interest rates. The Index is currently at 40 year lows.



(1) The Bond Buyer 20-Bond GO Index is comprised of 20 GO bonds maturing in 20 years with an average rating equivalent to Moody's Aa2 and S&P's AA.

Measure C Overview

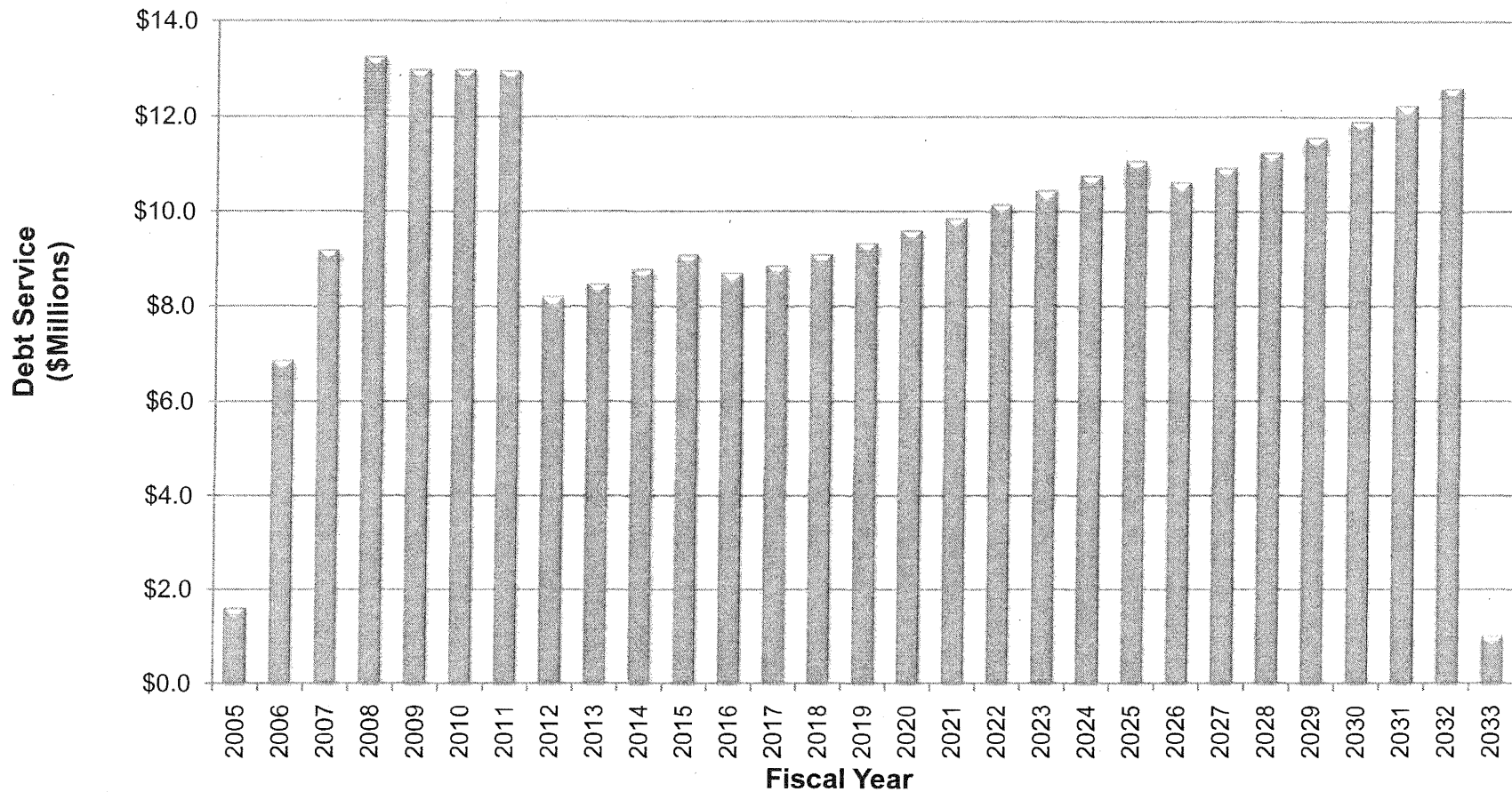
Bond Authorization & Issuance

Total Bond Authorization	\$350,000,000
Series A & B (issued July 14, 2004)	65,000,000
Series C (issued June 7, 2007)	90,000,000
Proposed Series D (expected issuance November 2010)	110,000,000
Remaining Authorization after Series D	85,000,000

Measure C Approved Tax Rate of \$18.00 per \$100,000 AV

Measure C Existing Debt Service

Under the plan of issuing bonds every three years, existing bond payments will drop in 2011/12 to make room for the Series D issuance



Series D Issuance Considerations

Measure C Project Cash Flow Needs

- Bond issuances planned for every three years
- Issuance amount based on estimated Measure C project cash flow schedule
- Availability of State bond funds may impact schedule

Market Conditions

- Tax-exempt general obligation bond interest rates near historic lows
- Opportunity to issue Build America Bonds (“BABs”) in 2010 may further lower interest costs

Assessed Value Growth Projections

- Riverside County projects no change in countywide AV in 2011-12 and modest growth thereafter⁽¹⁾

(1) Source: Riverside County Executive Officer’s FY 2009-10 Midyear Budget Report

Build America Bonds Overview

Municipal bond issuers may issue taxable Build America Bonds (BABs) and receive a subsidy from the U.S. Treasury equal to 35% of the interest cost

Benefit

- Provides municipal bond issuers access to a significant pool of bond purchasers who traditionally invest in taxable bonds
- For certain maturities, issuing taxable BABs provides lower net interest cost than issuing traditional, tax-exempt bonds

Authorization

- Authorized in the American Recovery & Reinvestment Act of 2009
- Legislation will expire at the end of 2010 without an extension from Congress
- Proposal in Congress to extend BABs but at a lower subsidy rate

Tax-Exempt vs. BABs Issuance Comparison⁽¹⁾

In the current market, utilizing BABs would save the District's taxpayers approximately \$17 million in interest costs on a \$110 million bond issuance

	Build America Bond Issue	Tax Exempt Bond Issue
Issuance Breakdown		
Tax-Exempt Current Interest Bonds	\$0	\$95,405,000
Tax-Exempt Capital Appreciation Bonds	5,696,009	14,593,228
Taxable Build America Bonds (BABs)	<u>104,300,000</u>	<u>0</u>
Total Principal	\$109,996,009	\$109,998,228
Term	30 years	30 years
Average Interest Cost ⁽²⁾	4.40%	4.84%
Total Debt Service	\$232,379,936	\$249,165,449
Federal Tax Subsidy (BABs) ⁽³⁾	35%	N/A
AV Growth Assumptions		
2012	0.00%	0.00%
2013	2.00%	2.00%
2014+	3.00%	3.00%

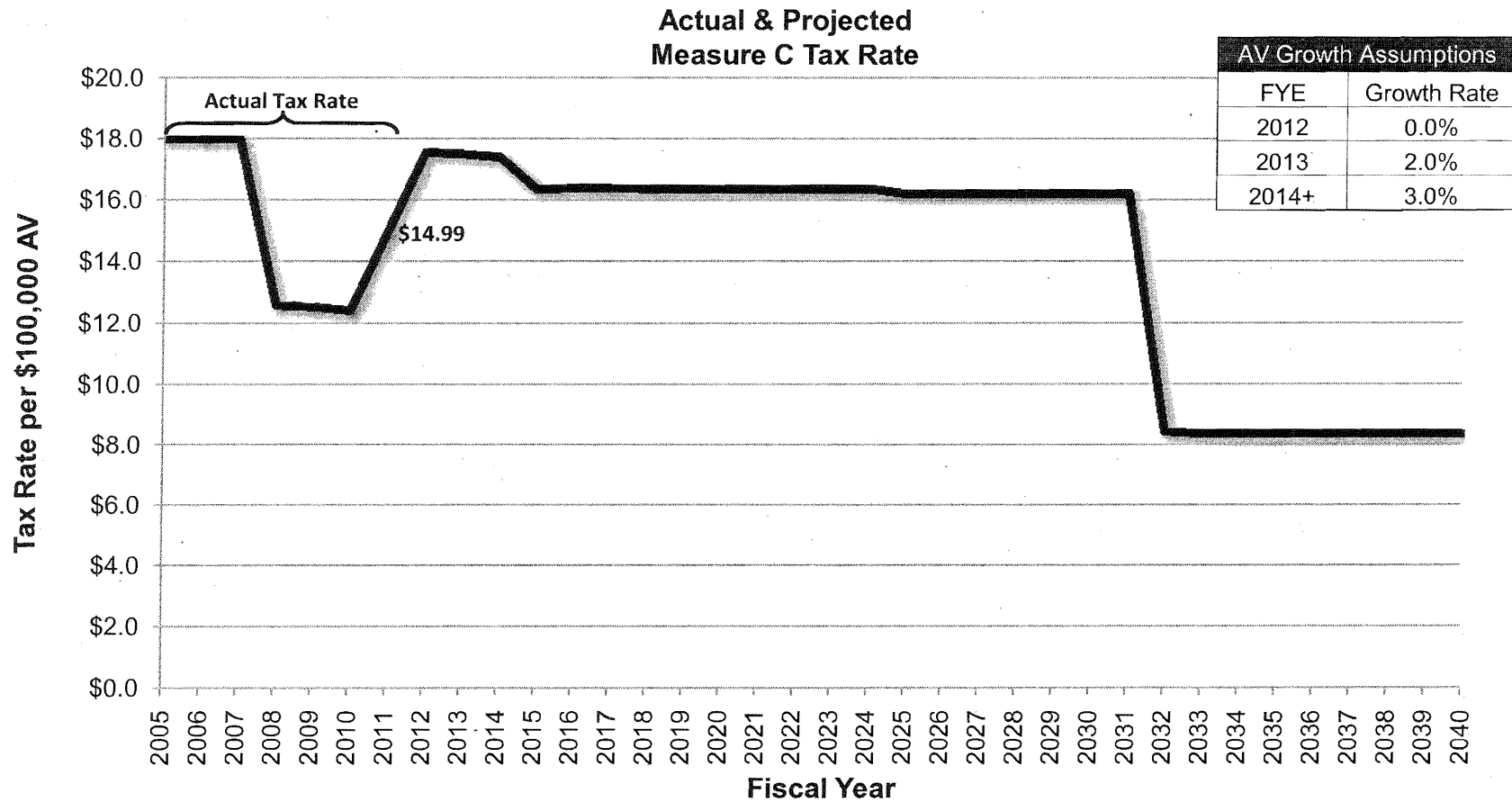
(1) Assumes Aa2/AA- rates as of September 2, 2010. Subject to market fluctuation.

(2) All-In TIC. Assumes all estimated financing costs.

(3) BABs issued in 2010 receive direct subsidy equal to 35% of the interest payments. Authority to issue BABs set to expire in 2010. Proposal in Congress to extend BABs but with lower, 32% subsidy in 2011.

Measure C Actual and Projected Tax Rates

The following chart illustrates the actual and projected Measure C tax rates including the prospective Series D issuance



Financing Schedule Highlights

Date	Event
September 21	District Board authorizes bond issuance
Week of Sept 27 or Oct 4	Rating Agency presentations in San Francisco
October 5	Riverside County Board of Supervisors adopts issuance resolution
Week of October 11	Preliminary Official Statement distributed to investors
Week of October 18	Bonds sold to investors – interest rates locked
Week of November 1	Financing closes – bond proceeds delivered to Riverside County Treasurer

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-2

Date: September 21, 2010

Subject: A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D, Resolution No. 5-10/11

Background: A copy of a proposed “Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D, Resolution No. 5-10/11” will be hand carried to the Resources Committee meeting.

Staff has determined that it is time to proceed with the next issuance of Measure C bonds (please also see attached preliminary financing schedule). Bond proceeds would be used to complete current projects which are State-supported or which would be funded solely from Measure C. Additionally, based on current market conditions, it is a prudent time to enter the markets given historically low interest rates and the availability of Building America Bonds, both of which should significantly reduce the costs of financing.

This matter will be discussed further at the meeting of the Board’s Resources Committee at which time Bond Counsel and representatives of the Underwriter will be available to respond to questions.

Recommended Action: To be determined.

Gregory W. Gray
Chancellor

Prepared by: James L. Buysse
Vice Chancellor
Administration and Finance

**Riverside Community College District
Election of 2004 General Obligation Bonds, Series 2010D
(September 21, 2010 Board Meeting)**

FINANCING SCHEDULE*
(As of 8/19/2010)

AUGUST 2010							SEPTEMBER 2010							OCTOBER 2010							NOVEMBER 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
22	23	24	25	26	27	28	26	27	28	29	30	24	25	26	27	28	29	30	28	29	30						
29	30	31											31														

LEGEND

- BC** = Bond Counsel & Disclosure Counsel, Stradling Yocca Carlson & Rauth
CO = County, Riverside County Board of Supervisors
RCC = Issuer, Riverside Community College District
UW = Underwriter, Piper Jaffray

Date	Event	Responsibility
August 23	Information request for offering documents and rating agency presentations sent to RCC	UW
August 30	Distribution of draft of all legal documents	BC
August 30	Information request completed by RCC and forwarded to Disclosure Counsel & Underwriters	RCC
September 1	Distribution of draft Preliminary Official Statement ("POS")	BC
September 3	Comments on draft of POS and all legal documents due to Disclosure Counsel and Bond Counsel	All Parties
September 7	Distribution of revised legal documents and POS	BC
September 7	Board Finance & Audit Committee meeting	RCC, BC, UW
September 9	Final comments on Resolution	All Parties
September 10	Adoption copies of Resolution, all legal documents and the POS sent to RCC to be placed on Board Meeting Agenda	BC
September 13	Financing package sent to rating agencies and bond insurer	UW
September 21	RCC Board Meeting to adopt Resolution & legal documents	RCC, BC, UW
September 22	Executed copy of Resolution to Bond Counsel	RCC
September 27	Legal documents forwarded to Riverside County to be placed on the Board of Supervisors board meeting agenda	BC
Week of Sept. 27 or Oct. 4	Rating agency presentations	UW, RCC
Week of October 11	Receive ratings & insurance bid	UW
October 12	Riverside County Board of Supervisors adopts Resolution	CO
October 12	Final comments on POS	All Parties
October 13	Print and mail POS	UW

* Preliminary - subject to change.

October 19	Pre-pricing conference call	RCC, UW
October 20	Pricing – Sale of bonds	UW
October 21	Distribute draft of Official Statement	BC
October 25	Comments on Official Statement to Disclosure Counsel	All Parties
October 27	Print and mail Official Statement	UW
November 2	Pre-closing – Signing of documents	RCC, BC, UW
November 3	Closing – RCC receives bond proceeds	RCC, UW

* Preliminary - subject to change.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-3

Date: September 21, 2010

Subject: Citrus Belt Savings and Loan Gallery, Culinary Arts Academy and District Office Building – Agreement for Construction Management Services

Background: On March 16, 2010, the Board of Trustees approved the Citrus Belt Savings and Loan Gallery project and a tentative budget in the amount of \$4 million using Redevelopment Pass-Through funds. On June 15, 2010, the Board of Trustees approved the Culinary Arts Academy and District Office Building project, and a tentative budget in the amount of \$23,043,996 using District/Riverside City College Measure C funds. Both projects are part of the Market Street Properties located between University Avenue and White Park on Market Street in downtown Riverside.

Staff now recommends that both projects; Citrus Belt Savings and Loan Gallery, and the Culinary Arts Academy and District Office Building, be delivered using Construction Management Multiple Prime (CMMP) contracting.

On June 15, 2010, the Board of Trustees approved five (5) construction management firms for future District project assignments on an individual, as needed basis. Staff recommends Tilden-Coil Constructors, Inc., a District pre-approved, minority owned, construction management firm, provide construction management services for the two projects located on University Avenue. The firm is recommended based on the College and District's preference, proximity to the project site and experience with renovating historic structures (such as the downtown historic courthouse) within the City of Riverside. Services under this agreement would include management and oversight of bid preparation; cost estimating; construction execution; ensuring compliance with bid drawings and specifications, code and labor compliance, and DSA requirements.

The total fixed fee for the construction management services for the *Citrus Belt Savings and Loan Gallery* project is identified as follows:

- Basic Compensation Fee - \$210,000
- General Conditions Costs - \$389,304
- Total Fee - \$599,304

The total fixed fee for the construction management services for the *Culinary Arts Academy and District Office Building* project is identified as follows:

- Basic Compensation Fee - \$1,013,935
- General Conditions Costs - \$1,475,989
- Total Fee - \$2,489,924

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-3

Date: September 21, 2010

Subject: Citrus Belt Savings and Loan Gallery, Culinary Arts Academy and District Office Building – Agreement for Construction Management Services (continued)

The agreements with Tilden Coil Constructors, Inc. are attached for the Board's review and consideration. The agreements would be funded by the approved project budget; Citrus Belt Savings and Loan Gallery – Redevelopment Pass-Through Funds (Resource 1180) and Culinary Arts Academy and District Office Building – District/Riverside City College Measure C Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve using Construction Management Multiple Prime contracting for the Citrus Belt Savings and Loan Gallery project, and the Culinary Arts Academy and District Office Building project; approve the agreements with Tilden-Coil Constructors, Inc. for construction management services in an amount not to exceed \$599,304 for the Citrus Belt, Savings and Loan Gallery project and \$2,489,924 for the Culinary Arts Academy and District Office Building project; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements and future amendments.

Gregory W. Gray
Chancellor

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

Norm Godin
Vice President, Business Services
Riverside City College

Michael J. Stephens
Capital Program Administrator
Facilities Planning, Design and Construction



Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

TILDEN-COIL CONSTRUCTORS, INC.

Construction Management Services

**Citrus Belt Savings & Loan Gallery Project
(Market Street Properties)**

CONSTRUCTION MANAGEMENT SERVICES (Citrus Belt Savings & Loan Gallery Project)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 22nd day of September, 2010 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Citrus Belt Savings & Loan Gallery Project for the Riverside Community College District located at 3845 Market Street, Riverside, 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:

Jason Howarth, LEED AP

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.

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.

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 contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget 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.

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.

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 Manger 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.

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.

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 Project 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 Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages 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 governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. 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.

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.

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.

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 The Construction Manager shall receive a Construction Management fee ("C/M Fee"), for all Construction Management Services for the Project. The amount of the C/M Fee has been determined on the basis of seven percent (7%) of the estimated cost of the Trade Contracts for the Project, currently estimated to be \$3,000,000 for an estimated C/M Fee of \$210,000. If the Construction Cost Budget is revised, during the preconstruction phase of the project, with the concurrence of the District, this agreement shall be amended with a revised budget and the C/M fee shall be adjusted according to the fee percentage. Prior to the completion of the project, the C/M fee shall be adjusted based on the value of all trade contracts and change orders. District shall compensate Construction Manager for the services required hereunder, as follows:

- 4.1.1.1 Construction Manager's Services, as described in Article 1.1 shall be: \$31,500 (Thirty-One Thousand Five Hundred Dollars)
- 4.1.1.2 Construction Manager's Services, as described in Article 1.2 shall be: \$31,500 (Thirty-One Thousand Five Hundred Dollars)
- 4.1.1.3 Construction Manager's Services, as described in Article 1.3 shall be: \$147,000 (One Hundred Forty-Seven Thousand Dollars)

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$389,304 (Three Hundred Eight-Nine Thousand, Three Hundred Four Dollars).

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 60% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

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:

Principal In-Charge/Project Executive

\$ 160.00

Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00
BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

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 Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs not to exceed \$389,304 (Three Hundred Eighty-Nine Thousand, Three Hundred Four Dollars).

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. 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. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

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 Manager 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 Manager'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.

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; 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:

Tilden-Coil Constructors, Inc.

Riverside Community College District

By: _____

By: _____

Brian Jaramillo
President
3612 Mission Inn Ave
Riverside, CA 92501

James L. Buysse
Vice Chancellor
Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.

EXHIBIT "B"

REIMBURSABLE EXPENSES

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, 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.

EXHIBIT "B" (continued)

Citrus Belt Savings & Loan Gallery Project
General Conditions Estimate

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	By Others
Preconstruction Expense					X		
Production Director (TP)					X		
Supervision					X		
Project Manager					X		
Final Clean Up					X		
Punch List					X		
Safety Measures/ Badges					X		
Traffic Control / Signage					X		
Dust Control							
Dewatering/Erosion Control/SWPPP							
Weather Protection					X		
Temporary Heating							
Trailer Rental & Expenses					X		
Trailer Mobilization & Set up & tear down					X		
Trailer Alarm (include commissioning)					X		
Caretaker/Security						X	
Warehouse						X	
Signs & Bulletin Boards					X		
Temp Power Poles & Connection					X		
Toilets/ Hand Wash					X		
Trash Bins					X		
Storage Bins							
Fencing					X		
Temp Lighting							X
Extend Temp Utilities							
Management Fuel					X		
Supervision Fuel					X		
Equipment Fuel							X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios							X
Management Vehicle					X		
Supervision Vehicle					X		
Document Archive/ Storage					X		
Blueprints/Plans (does not include bid printing)					X		
Photos/Film/Video					X		
Surveying					X		
C.P.M. Schedule					X		
Material Testing						X	
Special Inspections						X	
Soils Testing						X	
Daily Work Transcriptions					X		
Internet Services					X		
Telephones					X		
Pay Phones						X	
Cellular Phones					X		
Water							X
Hydrant Meters					X		
Power					X		
Office Equipment					X		
Office Supplies					X		
Office Cleaning					X		
Drinking Water					X		
Postage/Shipping					X		
Legal Advertising					X		
Permits/Fees/Licenses						X	
Course of Construction Insurance						X	
Professional Errors & Omission Insurance					X		
Allowances (Overtime/off hours work)							
District Directed Reimbursable Allowance						X	

Total General Conditions Estimate: \$ 389,304.84



Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

TILDEN-COIL CONSTRUCTORS, INC.

Construction Management Services

**Culinary Arts Academy and District Office Project
(Market Street Properties)**

CONSTRUCTION MANAGEMENT SERVICES (Culinary Arts Academy and District Office Project)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 22nd day of September, 2010 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Culinary Arts Academy and District Office Project for the Riverside Community College District located at 3845 Market Street, Riverside, 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:

Jason Howarth, LEED AP

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.

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.

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 contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget 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.

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.

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 Manger 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.

1.3.7 Non-Conforming Work. The Construction Manager 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.

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 approve 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 Project 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 Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages 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 governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. 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.

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.

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.

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 The Construction Manager shall receive a Construction Management fee ("C/M Fee"), for all Construction Management Services for the Project. The amount of the C/M Fee has been determined on the basis of five and one half percent (5.5%) of the estimated cost of the Trade Contracts for the Project, currently estimated to be \$18,435,196 for an estimated C/M Fee of \$1,013,935. If the Construction Cost Budget is revised, during the preconstruction phase of the project, with the concurrence of the District, this agreement shall be amended with a revised budget and the C/M fee shall be adjusted according to the fee percentage. Prior to the completion of the project, the C/M fee shall be adjusted based on the value of all trade contracts and change orders. District shall compensate Construction Manager for the services required hereunder, as follows:

- 4.1.1.1 Construction Manager's Services, as described in Article 1.1 shall be: \$152,090 (One Hundred Fifty-Two Thousand Ninety Dollars)
- 4.1.1.2 Construction Manager's Services, as described in Article 1.2 shall be: \$152,090 (One Hundred Fifty-Two Thousand Ninety Dollars)
- 4.1.1.3 Construction Manager's Services, as described in Article 1.3 shall be: \$709,755 (Seven Hundred Nine Thousand Seven Hundred Fifty-Five Dollars)

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$1,475,989 (One Million, Four Hundred Seventy-Five Thousand, Nine Hundred Eight-Nine Dollars).

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 60% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

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:

Principal In-Charge/Project Executive	\$ 160.00
Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00

BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

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 Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs not to exceed \$1,475,989 (One Million, Four Hundred Seventy-Five Thousand, Nine Hundred Eight-Nine Dollars).

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. 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. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

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 Manager 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 Manager'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.

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; 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:

Tilden-Coil Constructors, Inc.

Riverside Community College District

By: _____

By: _____

Brian Jaramillo
President
3612 Mission Inn Ave
Riverside, CA 92501

James L. Buysse
Vice Chancellor
Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.

EXHIBIT "B"

REIMBURSABLE EXPENSES

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, 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.

EXHIBIT "B" (continued)

Culinary Arts Academy and District Office
General Conditions Estimate

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	By Others
Preconstruction Expense					X		
Building Development Director					X		
Production Director					X		
Supervision					X		
Project Manager					X		
Project Engineer					X		
Project Administrative Assistant					X		
General Labor							
General Clean Up (labor & bins)							X
Final Clean Up					X		
Punch List					X		
Safety Measures/ Badges					X		
Traffic Control / Signage							X
Dust Control					X		
Dewatering/Erosion Control					X		
Weather Protection					X		
Temporary Heating							
Trailer Rental & Expenses					X		
Trailer Mobilization & Set up & tear down					X		
Trailer Alarm (includes commissioning)					X		
Caretaker/Security						X	
Warehouse						X	
Signs & Bulletin Boards					X		
Temp Power Poles & Connection					X		
Toilets/ Hand Wash					X		
Trash Bins					X		
Storage Bins					X		
Fencing					X		
Temp Lighting							X
Extend Temp Utilities					X		
Management Fuel					X		
Supervision Fuel					X		
Equipment Fuel							X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios							X
Management Vehicle					X		
Supervision Vehicle					X		
Document Archive/ Storage					X		
Blueprints/Plans (does not include bid printing)					X		
Photos/Film/Video					X		
Surveying					X		
C.P.M. Schedule					X		
Material Testing						X	
Special Inspections						X	
Soils Testing						X	
Daily Work Transcriptions					X		
Internet Services					X		
Telephones					X		
Pay Phones						X	
Cellular Phones					X		
Water							X
Hydrant Meters					X		
Power					X		
Office Equipment					X		
Office Supplies					X		
Office Cleaning					X		
Drinking Water					X		
Postage/Shipping					X		
Legal Advertising					X		
Permits/Fees/Licenses						X	
Course of Construction Insurance						X	
Professional Errors & Omission Insurance					X		
District Directed Reimbursable Allowance	1	Yrs	\$ 50,000	\$ 50,000.00		X	
Total General Conditions Estimate					\$	1,476,989	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-D-1

Date: September 21, 2010

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our Board Policies and Administrative Procedures, the item below comes before the Board for first reading.

Student Services

BP 5405 – Student District Consultation Counsel - This is a revision of the current Policy, which was adopted by the Board on August 18, 2009.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policy 5405.

Gregory W. Gray
Chancellor

Prepared by: Ruth W. Adams, Esq.
General Counsel

Riverside Community College District Policy

No. 5405

**Student Services
DRAFT 8/3/10**

BP 5405 ~~STUDENT DISTRICT EXECUTIVE BOARD~~
STUDENT DISTRICT CONSULTATION COUNCIL

References:

Title 5, Section 51023.7

The Board of Trustees recognizes the Student District **Consultation Council (SDCC)** Executive Board (**formerly known as the Student District Executive Board**) of the Riverside Community College District as the organization representing the students.

The SDCC shall be comprised of the following:

1. ***The Student Trustee***
2. ***All three (3) College Associated Students Organizations' Presidents***
3. ***One College Chief Student Services Officer (CSSO), or designee (non-voting)***
4. ***One College Student Activities Coordinator (non-voting)***

The College CSSO and the Student Activities Coordinator shall originate from the student trustee's designated home campus.

The SDCC shall meet no less than twice every month during the fall and spring terms.

The SDCC shall rotate its meeting place according to the Board of Trustees' regular meeting location.

With the exception of the student trustee, all student members of the SDCC shall be voting members, reflecting the majority will of the students at their College individual College senates. Every final SDCC recommendation must reflect that vote majority will of the three (3) individual College senates.

The SDCC's primary function will be of the student District Executive Board is to ensure that all necessary information and issues dealing with make recommendations in the formation and development of District Policies and Administrative Procedures "that have, or will have, a significant effect on students" are communicated to all three (3) College Associated Students Organizations for

further consideration, input, and/or action. Those issues considered to have, or that will have, a significant effect on students, are:

1. Grading policies;
2. Codes of student conduct;
3. Academic disciplinary policies;
4. Curriculum development;
5. Courses or programs which should be initiated or discontinued;
6. Processes for institutional planning and budget development;
7. Standards or policies regarding student preparation and success;
8. Student services planning and development;
9. Student fees within the authority of the District to adopt;
10. Any other District and college policy, procedure, or related matter that the Board of Trustees determines will have a significant effect on students.

The General Counsel will forward draft Board Policies and Administrative Procedures to the Student Trustee, who will disseminate the draft(s) to the SDCC, as well as the Colleges' associated students organizations, for input. Recommendations from each College will be given to the SDCC. The SDCC District Executive Board will work with inform the appropriate College administrative office(s) and the Student Trustee, of all student-developed recommendations while developing its position. The Student Trustee will forward the SDCC's The student District Executive Board will then forward its final recommendations to the General Counsel.

The General Counsel will discuss any recommended changes to the drafts with the Vice Chancellor, Educational Services. Revised drafts will be placed on the Chancellor's Executive Cabinet agenda for discussion.

For an Administrative Procedure, if the Executive Cabinet agrees with the SDCC's recommended changes, the changes will be made to the Administrative Procedure and go forward for approval by Executive Cabinet. If it does not agree, further discussion will take place between the General Counsel and the SDCC and Student Trustee. Every reasonable consideration will be made to accommodate the SDCC recommendations on the matters listed above, before Executive Cabinet gives final approval on an Administrative Procedure. Chief Student Services Officer of the District, who, in concert with the Chancellor, will present

them in a timely manner to the Board of Trustees with or without his/her endorsements or comments.

For a Board Policy on the matters listed above, the same process for Administrative Procedures will be followed. However, in the event that agreement cannot be reached between the General Counsel, Executive Cabinet and the SDCC/Student Trustee, changes recommended by the SDCC, as well as those of Executive Cabinet, if any, will be included on the draft Board Policy and brought forward to the Board of Trustees for consideration. The recommendations ***of the SDCC*** of the Student District Executive Board will be given “every reasonable consideration” before the Board of Trustees acts on a Policy.

The Board of Trustees shall ***also*** give reasonable consideration to recommendations and positions developed by students regarding District and College Policies and procedures pertaining to the hiring and evaluation of faculty, administration, and staff.

The Board of Trustees shall recognize the Associated Students of Riverside Community College District (ASRCCD) as the authority for defining student participatory governance procedures.

In accordance with Title 5, except in unforeseeable, emergency situations, the governing board shall not take action on a matter having a significant effect on students until it has provided students with an opportunity to participate in the formulation of the policy or procedure or the joint development of recommendations regarding the action.

The SDCC will have responsibility for all financial and budgetary matters with regard to the associated students' District budget for the fiscal year 2010-2011, or until July 1, 2011, at which time that responsibility will shift to each College's Associated Students Organization.

The Vice President of Student Services of the College which the current Student Trustee declares as his/her home campus will be responsible for the administrative oversight of the SDCC.

Date Adopted: August 18, 2009
(Replaces RCCD Policy and Regulation
6010)

Revised:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-1

Date: September 21, 2010

Subject: Division of the State Architect Project Closure Presentation/Closeout Project
Budget Approval

Background: District staff is requesting funding for costs related to the proper and legal closure of projects with Division of the State Architect (DSA) for past construction projects which were closed without certification. Funding is needed because the uncertified project budgets are unavailable to finalize required testing, fees and paperwork. With Board of Trustees approval, the funds would be used to pay for said project closure fees and services. Diligent monitoring and closure of these projects limits District and Board of Trustees liability.

Staff now presents to the Board of Trustees a status report for the Board's review (Exhibit I and Attachment A). It is worth noting that in the last two years the District has closed with certification (27) of the total (31) District's uncertified projects. While (4) of the known projects are still uncertified after project completion, staff expects to close all identified project by January 2011. Closure of all these projects will make RCCD one of the few DSA compliant Districts in California. Additionally, staff requests the Board of Trustees approve a budget for the DSA Closeout Project in an amount not to exceed \$75,000. The budget includes funding to close with certification projects for each of the three District colleges.

Project to be funded by District Measure C Funds (Resource 4160).

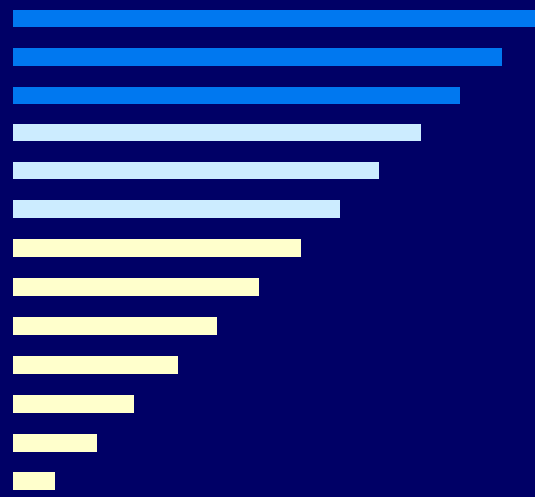
Recommended Action: It is recommended that the Board of Trustees approve a budget for the Division of the State Architect Closeout Project in a total amount not to exceed \$75,000; and approve the use of District Measure "C" funds for the project.

Gregory W. Gray
Chancellor

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

Michael J. Stephens
Capital Program Administrator
Facilities Planning, Design and Construction

Dale T. Adams
Project Manager
Facilities Planning, Design and Construction



Division of the State Architect (DSA)

Project Closure Without Certification

STATUS REPORT

By Dale T. Adams

Project Manager

September 7, 2010



Project Closure Without Certification Status Report to the Board of Trustees

- ❑ **YOUR PAST CAN IMPACT YOUR FUTURE!**
 - ❑ The Board of Trustee's are personally liable for any project not closed with certification.
 - ❑ Future college construction planned in the area of a project closed without certification will not be considered by the Division of the State Architect for construction until the project number is certified.
 - ❑ In 2007 the Division of the State Architect closed several thousand projects without certification.
 - ❑ Currently of the 112 California Community Colleges there are approximately 1,000 projects that are closed without certification.
 - ❑ The Statewide average for these uncertified projects equals approximately nine (9) projects per college.
-



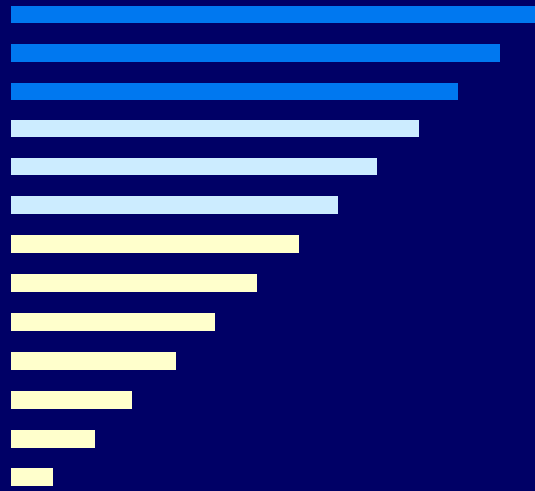
Project Closure Without Certification Status Report to the Board of Trustees

- In 2007 – 2008, Riverside Community College District had 31 of these uncertified projects.
- Today, through research, perseverance, negotiating with the Division of the State Architect and using District Measure C funding...
 - Riverside Community College District has only four (4) uncertified projects which are anticipated to close with certification by January 2011 (referenced on Attachment A) :
 - 04-58868-Headstart Bldg. (Norco)
 - 04-102993-Bridge Over Drainage (Riverside)
 - 04-109859 and 896-Shade Structures (Norco & Moreno Valley)
- Any other “open” projects (13) are currently under construction.

Project Closure Without Certification

STATUS REPORT

Questions ?



DSA Closeout Tracking Sheet

Project Code DSA #	Project Name	Project Location	Disposition
04-58868	Construction of Head Start Building Relocatable Site Work	Riverside City College RCOE	<p>Closed w/o Certification, 03/22/09, #3 DTA asked N. Melendrez to look into project. 07/14/10 DTA spoke w/R. Gurrola, RCOE in regards to project. Robert said he would stay in touch. 07/14/10. R. Gurrola identified the building on Norco campus adjacent to the ECS as the bldg. in question. 7/14/10. DSA work card identifies D. Higginson as the architect of record (PCH). I am now collaborating with HCA to close this file. 07/15/10.</p>
04-102993	Bridge Over Drainage Channel	Riverside City College	<p>90 Day Letter, 4/23/2008 Closed w/o Certification, 09/18/08, #4 Safety Lonnie Mount, S.E. Johnson & Nielsen Associates Assigned to R. Johnston 07/18/08 Plans have been found. Will need more funding to close properly. R. Johnston will construct proposal. 04/24/09 R.J. still waiting for drawings from DSA Sacramento, 07/17/09. DTA found unstamped drawings at RCC. Gave to R.J. 08/21/09. R.J., 11/20/09, This number will need new drawings; inspections etc. unless all information can be found through L. Mount. DTA will be contacting Inland Inspections/River City Testing for info per O. Williams. M. Stephens coordinating w/D. Edison (KCT, Primary) and L. Mount (Engr.) DSA check for file reopen fees \$250.00 requested by KCT. PO # 24890 issued. 07/02/10 DTA delivered DSA check to KCT. 07/13/10</p>
04-104598	New Childhood Education Center	Norco Campus	<p>Tbp Architects Close of File Without Certification Due to Exceptions, 07/23/2007 07/18/08, R. Johnston, Awaiting DSA Certification Letter</p>
04-108588	Construction of 3 C.R. Bldgs. CIMJ Site Walls Site Work	Norco Campus Phase III Project	<p>Tbp Architects Pro-West, CM Bart Doering, CPA Tbp has 4 outstanding CO's to be approved by DSA and team form 6's to be submitted. 07/15/10 90 Day Letter, 07/20/10, Expires 09/19/10</p>
04-108945	Install 9 Light Poles	Moreno Valley Campus (College Park)	<p>Rick Hernandez, Director Bart Doering, CPA Dale T. Adams, PM Letter-1st Extension-11/09/08-Expired Letter-2nd Extension-11/09/09-Expired</p>
04-109079	District Modular Projects-MVAHS	Moreno Valley Campus	<p>Dale T. Adams, PM HCA-Architect of Record ADA Issues must be completed. Waiting for funding go ahead from O. Williams. HCA has 90 day Letter, 08/20/09. ADA issue will be completed through RCCD Modulars RCC/MVC ADA Upgrades. 11/20/09, dia Close of File Without Certification-Exceptions, 04/26/10, #3, HCA Copied. Closeout procedures initiated. All checks to HCA. 08/10/10</p>

DSA Closeout Tracking Sheet

<u>Project Code DSA #</u>	<u>Project Name</u>	<u>Project Location</u>	<u>Disposition</u>
04-109594	Construction of 1-Student Service Center Building	Norco Campus	HED, Architect Pro-West, CM Bart Doering, CPA
04-109691	District Modular Projects	Riverside Campus	HCA, Architect Dale T. Adams, PM DSA will not close until ADA from previous project (04-106821) is completed. ADA issue will be completed through RCCD Modularity RCC/MVC ADA Upgrades. 11/20/09, dia HCA confirms all paperwork is at DSA 06/09/10. 07/12/10 90 Day Letter, 07/20/10, Expires 09/19/10 All checks to HCA, 08/10/10.
04-109780	Construction of 1-Soccer Field Support Building, 1-Parking Replacement & Site Improvements	Norco Campus	GKK, Architect Bart Doering, CPA Phase I NOC Issued 03/26/2009 90 Day Letter, 04/26/10
04-109895	Construction of Shade Structure (ECE)	Moreno Valley Campus	HCA, Architect D. Barajas, Director NOC 08/18/09, BOT HCA has 90 day Letter, 08/27/09 DSA Letter, Close of File Without Certification Due to Exception(s), 06/22/10, Expires 09/21/10, sent to MVC, VP by DTA, Received, 07/14/10
04-109896	Construction of Shade Structure (ECE)	Norco Campus	HCA, Architect S. Monsanto, Director NOC 08/18/09, BOT HCA has 90 day Letter, 08/27/09 DSA Letter, Close of File Without Certification Due to Exception(s), 06/25/10, sent to NC, VP by DTA, Received, 07/14/10 90 Day Letter, 06/25/10, Expires 09/24/10
04-109948	Construction of 1-Classroom Building/Science Building, 1-Laboratory Building, Nursing/Sciences	Riverside Campus	GKK, Architect Barnhart-Balfour Beatty, CM Michael Stephens, CPA Dale T. Adams, PM
04-109973	Alterations to 1-Food Service, Building C (A-52035) Addition to 1-Food Service, Building C (A52035), Lion's Den	Moreno Valley Campus	HCA, Architect Michael Stephens, CPA Dale T. Adams, PM
04-110015	Alterations to 1-Central Plant (A-5311) HVAC Upgrade (Part of Student Support Center Project)	Norco Campus	Bart Doering, CPA DSA Approval of Plans, 03/05/09 90 Day Letter, 04/26/10
04-110100	Construction of 1-Aquatic Bldg., 1-Swimming Pool, 1-Mechanical Bldg., 1-Surge Bldg., 1-Dive Tower & Platform	Riverside City College Riverside Aquatics Center	AVRPS, Architects Tilden-Goll, CM Michael Stephens, CPA Dale T. Adams, PM

DSA Closeout Tracking Sheet

<u>Project Code</u> <u>DSA #</u>	<u>Project Name</u>	<u>Project Location</u>	<u>Disposition</u>
04-110455	MVC-Construction of 1-Network Operating Center (NOC)	Moreno Valley College Network Operations Center	HCA, Architect Bart Doering, CPA Dale T. Adams, PM On Hold, IT/Data Audit
04-110599	Construction of 1-Sidewalk, Landscaping & Lighting on 3rd Street	Norco College	GKK, Architect Bart Doering, CPA
04-110664	Alterations to 1-Gymnasium Bldg., Construction of 3 Stair Elevator Towers	Riverside City College Wheeler Gymnasium Seismic Retro-Fit Phase II	GKK, Architect Tilden-Coil, CM Michael Stephens, CPA Dale T. Adams, PM
04-110723	Alterations to 1-Music Bldg. HVAC Upgrade	Riverside City College	
04-110783	Alterations to 1-Industrial Technology Bldg.-New Roll-up Door	Norco College	HCA, Architect Bart Doering, CPA
04-110890	Construction of 1-Soccer Field Scoreboard	Norco College Soccer Fields	Bart Doering, CPA 90 Day Letter, 07/10/10. Expires 10/09/10
04-110962	Construction of 1-Shade Structure	Riverside City College Stokoe Elementary School	HCA-Architect Michael Stephens, CPA Calvin Belcher, PM
NOTE: Numbers 04-106000 and higher are on a DSA backlog			

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-2

Date: September 22, 2010

Subject: Operations Center Project at the Norco College

Background: On May 19, 2009, the Board of Trustees approved the planning and design of the Operations Center project located at the Norco College and allocated funding in the amount of \$1,600,000 using District Measure “C” funds. An agreement with Hill Partnership, Inc. (HPI) in the amount of \$809,600 was also approved in order to provide design and engineering services for the project. On January 26, 2010, the Board of Trustees approved Amendment No. 1 with HPI for additional design and engineering services in the amount of \$11,385. On May 18, 2010, the Board of Trustees approved Amendment No. 2 with HPI to extend site improvements for the Operations Center in the amount of \$22,451.50, totaling HPI’s agreement to \$843,436.50.

Staff now requests approval of Amendment No. 3 with HPI in an amount not to exceed \$112,040 for site and building modifications required for revising and reducing the project scope as requested by the College. HPI’s services include architectural, civil, structural, mechanical, plumbing, electrical and fire alarm engineering services. Services also include the Leadership in Energy and Environmental Design (LEED) documentations modifications; updating the matrix and revision of the energy model. Amendment No. 3 is attached for the Board’s review and consideration. The HPI agreement, including the amendments and reimbursable expenses, totals \$955,476.50.

To be funded by the Board-approved project budget, Norco College allocated Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 3 with Hill Partnership, Inc. in an amount not to exceed \$112,040, for site and building modifications required to revise and reduce Norco College’s Operations Center scope of work; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis, President
Norco College

Curt Mitchell, Vice President, Business Services
Norco College

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

Michael J. Stephens, Capital Program Administrator
Facilities Planning, Design and Construction

THIRD (3) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HILL PARTNERSHIP, INC.
(Operations Center Project – Norco College)

This document amends the original agreement, Amendment No. 1 and Amendment No. 2 between the Riverside Community College District and Hill Partnership, Inc., which was approved by the Board of Trustees on May 19, 2009, January 26, 2010 and May 18, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$112,040, including reimbursable expenses. Hill Partnership, Inc.'s agreement, including amendments and reimbursable expenses, now totals \$843,436.50. The term of this agreement shall be from the original agreement date of May 20, 2009, to the estimated completion date of January 31, 2012. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described 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 Amendment No. 3 as of the date written below.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Lawrence A. Frapwell
President
115 Twenty-Second St.
Newport Beach, CA 92663

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Operations Center at Norco College

SERVICES

Provide architectural, civil, structural, mechanical, plumbing, electrical and fire alarm engineering services for site and building modifications required for de-scoping the project. Leadership in Energy and Environmental Design (LEED) documentations modifications include updating matrix and revision of energy model.

SITE CHANGES:

The site changes and modifications include the following:

- Reconfiguration of new service road. This change will result in the elimination of the service road to the north and west of the site and all related site improvements and modifications of existing service road.
- Elimination of PV Field.
- Elimination of Wind Turbines.
- Elimination of all improvements at existing Maintenance and Operations (M&O) building site including covered cart parking.
- Elimination of infiltration trench and detention basin.
- Addition of surrounding chain link fence at existing M&O Buildings.
- Elimination of proposed canopy structure between administration/warehouse building and shops building.
- Elimination of canopy for grounds equipment and cart parking.

BUILDING CHANGES:

The building's modifications are as follows:

- Elimination of shop building. New site shall accommodate the future construction of the shop building as originally designed.
- Modification in the Administration/warehouse building to accommodate some of the shop building functions.

EXCLUSIONS

- Services specifically exclude Security Design and Fire Sprinkler Engineering. The referenced services will be provided by consultants directly contracted to the District. HPI shall endeavor to coordinate its services with consultants retained by the District.
- It is understood that design and engineering of Information Technology (IT) services are currently on hold at the request of the District pending contracted audit of IT services. Therefore this proposal excludes changes to the design of IT services.

COMPENSATION

HPI to provide the services outlined above on a fixed fee basis of One Hundred Twelve Thousand and Forty Dollars (\$112,040) as outlined below:

SITE IMPROVEMENTS

Architectural Services (HPI)		\$ 47,800.00
Civil Engineering (Hall and Foreman)	\$ 17,500.00x 1.1	\$ 19,250.00
Structural Engineering (MHP):	\$ 4,000.00x 1.1	\$ 4,400.00
MEP Engineering (S&K):	\$ 32,000.00x 1.1	\$ 35,200.00
LEED (Ecotype)	\$ 4,900.00x 1.1	\$ 5,390.00

Total Fixed Fee of Amendment No. 3:

\$112,040.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-3

Date: September 21, 2010

Subject: Central Plant Boiler Replacement at the Norco College

Background: Riverside Community College District's Norco College is seeking replacement of two existing Ajax hot water space heating boilers, located in the Central Plant (F2). The replacement will increase efficiency, comply with new Southern California Air Quality Management District (SCAQMD) Standards, enable future projects to achieve Leadership in Energy and Environmental Design (LEED) points and to provide capacity for future expansion. The District has selected S&K Engineers to provide professional mechanical engineering services for this project.

Staff now requests the Board of Trustees approve an agreement with S and K Engineers in an amount not to exceed \$10,700 to provide design services for the utility connections and required services to the replacement boilers. Services also include: reviewing boiler replacement manufacture alternatives and sizes with respect to future requirements; budget and operating efficiencies; as well as verification of the suitability for reuse of the existing mechanical mounting pad and prepare documents to modify the existing facility, if necessary. The agreement and project budget is attached for the Board's review and consideration.

Additionally, staff will purchase and furnish for contractor installation two boilers specified by S and K Engineers. The value of these replacement boilers is estimated to be \$40,000 including tax, shipping, warranty and other charges.

Project to be funded by the Norco College's allocated Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve a tentative project budget for the Central Plant Boiler Replacement project in an amount not to exceed \$50,700 using Norco College's allocated Measure C Funds; approve an agreement with S and K Engineers to provide design engineering services for the project in an amount not to exceed \$10,700 using the approved project budget; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Curt Mitchell, Vice President Business Services
Norco College

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

Michael J. Stephens, Capital Program Administrator
Facilities Planning, Design and Construction

Calvin Belcher, Project Manager, Facilities Planning, Design and Construction

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

S&K ENGINEERS

THIS AGREEMENT is made and entered into on the 22nd day of September, 2010, by and between S&K ENGINEERS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Norco College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from September 22, 2010, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$9,500 and \$1,200 for reimbursable expenses, totaling \$10,700. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury,

including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

S&K Engineers

Riverside Community College District

John G. Holland, P.E.
Director of Engineering
421 E. Huntington Drive
Monrovia, CA 91016

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

SCOPE OF WORK

- A. Project Description: The project consists of replacing two existing Ajax hot water space heating boilers.
 - 1. Provide specifications or Purchase Order wording for RCCD to be able to purchase two new replacement boilers.
 - 2. Provide MEP drawings suitable for bidding to demolish existing boilers and install two new replacement boilers.
 - 3. S&K understand the documents will be bid by a select group of three or four qualified bidders
 - 4. It is being assumed that all utilities are available within the building.

- B. General
 - 1. Site utility design work is excluded.
 - 2. CCR Title 24 energy compliance calculations and forms for new equipment only.
 - 3. The plans will be not submitted to the plan check authorities (DSA).
 - 4. All work will be done on AutoCAD Release 2008 or later.
 - 5. All layout of existing equipment, floor plans, existing MEP drawings, and elevations will be provided by the District to S&K Engineers in AutoCAD format for their use.
 - 6. Noise and vibration analysis/design is not included in our scope of work.
 - 7. Our scope of work does not include any off-site work or any street improvement work.
 - 8. Our work does not include any planning for future facilities. (See Mechanical below.)
 - 9. S&K will obtain the services of a Structural Engineer to verify suitability of existing house keeping pad and enlarge it if required.
 - 10. Specifications will be provided in CSI format and shown on the drawings.

- C. Mechanical
 - 1. HVAC
 - a. Our scope of work will include the design for heating, ventilation, and air-conditioning.
 - (1) Review possible boiler replacement sizes with the District with respect to future requirements, budget, and operating efficiencies.
 - (2) Prepare demolition drawing
 - (3) Prepare drawings for two new boilers including Points of Connection and interface with existing piping, DDC controls, etc.
 - 2. Plumbing
 - a. Site Utility Design
 - (1) Review existing Site Natural Gas drawings and District provided calculations for capacity available should the District decide to increase the boiler capacity.
 - b. Building Design
 - (1) Provide demolition drawing of existing natural gas piping if required, and extend new gas piping to new boilers.
 - 3. Fire protection; Not in Scope.

- D. Electrical
 - 1. Site Utility Design; Not in Scope
 - a. Emergency Power; None required.
 - 2. Building Design
 - a. Power
 - (1) Provide 120 volt single phase power if required for DDC controls

- b. Lighting
 - (1) Provide relocated or new light fixtures if required by new boiler design.
 - c. Other systems; None included.
- E. Other Services
- 1. LEED certification; None
 - 2. Commissioning. None
 - 3. Telecommunication and Audio-Visual Systems; None
- F. Coordination and meetings. S&K will attend up to two meetings as required for the project and as requested by the District.
- G. Bid/Negotiation Phase
- 1. Contractor will submit any questions in writing to the District to be forwarded to us. S&K will respond in writing to the District for distribution.
 - 2. S&K will review the Contractors' bids with the District and provide our opinion to assist with Contractor selection.
- H. Construction Phase Services
- 1. S&K will review submittals, answer reasonable RFI's., review change orders, and visit the site at intervals appropriate to review the progress of completion. Our work does not include weekly job meetings or exhaustive site visits.
 - 2. Final punch list will be provided.
 - 3. As-built documents will be reviewed. Drafting of as-built documents is not included in our scope of work.

COMPENSATION

- A. Basic services for a fixed fee are as follows:

Phase		Building Design
Design Phase	80%	\$7,600
Bidding/Construction Phases Phases	20%	\$1,900
Reimbursable Expenses		\$1,200
<i>Total</i>		<i>\$10,700</i>

- B. Reimbursable Expenses include:
- 1. All delivery/shipping costs beyond first class mail.
 - 2. All plotting of reproducible documents for submissions, plan check and bidding.
 - 3. Travel expenses for travel outside the counties of Riverside or Los Angeles.
 - 4. Reimbursable expenses will be billed separately at 1.10 times direct cost.