

Exhibit F14-01

**AGREEMENT FOR PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT
SERVICES RELATED TO DISTRICT BOND PROGRAM**

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AGREEMENT FOR PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO DISTRICT BOND PROGRAM

This Agreement for Program Management Services is made as of the _____ day of _____ in the year 2004, ("Effective Date") between the West Contra Costa Unified School District ("DISTRICT"), a California public school district, and Seville Group, Inc. ("PROGRAM MANAGER"), for the District's bond program ("Program") which consists of the following:

Measure M (Phase 1A Projects): Reconstruction/Modernization of nine Elementary Schools (see Appendix 1 to Exhibit "A" for list of Schools) (Includes only Completion of Construction Administration Phase and Close Out Phase)

Measure M (Phase 1B Projects): Reconstruction/Modernization of nine Elementary Schools (See Appendix 1 to Exhibit "A" for list of schools)

Measure D (Phase 1A Projects): Reconstruction/Modernization of five Secondary Schools (See Appendix 1 to Exhibit "A" for list of schools)

Other District Projects: "Room Ready" and Technology Projects throughout the District.

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 0. - DEFINITIONS

0.1. In addition to the definitions above, the following definitions for words and/or phrases shall apply when used in this Agreement, including all Exhibits:

0.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits thereto.

0.1.2. **As-Built Drawings ("As-BUILTS"):** A final set of drawings prepared by the Project Architects that incorporates all changes from all Record Drawings, sketches, details, and clarifications.

- 0.1.3. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Document Phase that DSA has approved and that the District can use to go out to bid for construction of Project.
- 0.1.4. **Construction Cost Budget**: The total cost to District of all elements of a Project, as adjusted at the end of each design phase for a Project in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Master Architect, the Project Architects, the **PROGRAM MANAGER**, the Construction Managers, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 0.1.5. **Consultant(s)**: Any and all consultant(S), sub-consultant(s), subcontractor(s), or agent(s) to the Program Manager.
- 0.1.6. **Construction Managers**: Construction managers, other than Seville Group, Inc. acting as a construction manager, retained by the District to provide construction management services for individual Projects.
- 0.1.7. **Contractors**: The contractors for the individual Projects:
- 0.1.8. **Design Professionals**: The Master Architect and the Project Architects.
- 0.1.9. **DSA**: The Division of the State Architect.
- 0.1.10. **Master Architect**: The architect retained by the **DISTRICT** to provide master architectural services for the Program.
- 0.1.11. **Master Budget**: The total cost to the District of all elements of the Program including compensation of Master Architect, the Project Architects, the Construction Managers, and the **PROGRAM MANAGER**. The Master Budget shall also include all construction costs for each Project which shall be the Construction Cost Budget. The Construction Cost Budget shall be a subcategory of the Master Budget. The Master Budget does not include the costs of land, rights-of-way, financing, **DISTRICT** staff labor, or other related costs that are the responsibility of the District.

- 0.1.12. **Master Plan:** The Master Plan for the Program as provided by the Master Architect.
- 0.1.13. **Project:** Any individual School Project listed on Appendix 1 to Exhibit "A."
- 0.1.14. **Project Architects:** Architects of record retained by the District to provide design for particular Projects.
- 0.1.15. **Record Drawings:** Any document prepared and submitted by District contractor(s) that record the changes made during the construction project on a Conforming Set including changes necessitated by change orders.
- 0.1.16. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Program Manager is required to perform and that are required by, or reasonably inferred from, the Agreement.
- 0.1.17. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.
- 0.1.18. **Working Days:** District non-certificated staff working days.

ARTICLE 1. - RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

1. **Scope:** PROGRAM MANAGER shall provide the services described herein and under Exhibit "A" for the Project. The parties agree that the PROGRAM MANAGER's services described herein are based on an agency construction management/general contractor model.

Coordination: In the performance of PROGRAM MANAGER's services under this Agreement, PROGRAM MANAGER agrees that it will maintain such coordination with DISTRICT personnel and/or its designated representatives as may be requested and desirable.

2. **PROGRAM MANAGER'S Services:** PROGRAM MANAGER shall act as the DISTRICT's agent to render the services and furnish the Work as described in Exhibit "A," commencing with receipt of a written Notice to Proceed signed by the DISTRICT representative. PROGRAM MANAGER's services will be completed in accordance with the schedule attached to Exhibit "C."

ARTICLE 2. - PROGRAM MANAGER STAFF

- 1. The **PROGRAM MANAGER** has been selected to perform the work herein because of the skills and expertise of key individuals.
- 2. The **PROGRAM MANAGER** agrees that the following key people in **PROGRAM MANAGER's** firm shall be associated with the Project in the following capacities:

Principal In Charge:	Isamu Yoshida
Program Director:	David Bautista
Deputy Program Manager:	Lance Jackson

- 3. The **PROGRAM MANAGER** agrees to staff the Program in accordance with the Staffing Plan attached hereto as Exhibit "F."
- 4. The **PROGRAM MANAGER** shall not change any of the key personnel listed above without prior written approval by **DISTRICT**, which approval shall not be unreasonably withheld, unless said personnel cease to be employed by **PROGRAM MANAGER**. In either case, **DISTRICT** shall be allowed to interview and approve replacement personnel.
- 5. If any designated lead or key person fails to perform to the satisfaction of the **DISTRICT**, then upon written notice the **PROGRAM MANAGER** shall immediately remove that person from the Project and provide a temporary replacement, **PROGRAM MANAGER** shall within twenty (20) work days provide a permanent replacement person acceptable to the **DISTRICT**.
- 6. **PROGRAM MANAGER** represents that the **PROGRAM MANAGER** has no existing interest and will not acquire any interest, direct or indirect which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by **PROGRAM MANAGER**.

ARTICLE 3. - SCHEDULE OF WORK

The **PROGRAM MANAGER** shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A" in accordance with the schedule attached to Exhibit "C." Time is of the essence and failure of **PROGRAM MANAGER** to perform work on time as specified in this Agreement is a material breach of this Agreement. **PROGRAM MANAGER** shall be entitled to additional time to complete its work for delays caused by action or inaction of **DISTRICT** or other delays beyond **PROGRAM MANAGER's** reasonable control.

ARTICLE 4. - MASTER BUDGET AND CONSTRUCTION COST BUDGET

1. **PROGRAM MANAGER** hereby accepts the District's established Master Budget for the Program. In accordance with **Exhibit "A"**, the **PROGRAM MANAGER** shall have responsibility to further develop, review, and reconcile the Master Budget for the **DISTRICT** at the beginning of the Program and at the completion of each design phase for each Project.
2. **PROGRAM MANAGER** shall work with the **DISTRICT** to establish construction budget and project scope to establish the Construction Cost Budget for each Project in conformance with the Master Budget.

PROGRAM MANAGER shall work cooperatively with the Master Architect, Project Architects and Construction Managers (if applicable) during the Master Planning Phase, the Pre-Design, Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in Exhibit "A," so that the construction cost for each Project will not exceed the Construction Cost Budget, for that respective Project as adjusted subsequently with the **DISTRICT's** written approval.

Evaluations of the **DISTRICT's** Master Budget, Construction Cost Budget, and preliminary and detailed cost estimates prepared by the **PROGRAM MANAGER**, represent the **PROGRAM MANAGER's** best judgment as a professional familiar with the construction industry.

3. The Construction Cost Budget shall be the total cost to **DISTRICT** of all elements of a Project designed or specified by the Project Architect. The Construction Cost Budget does not include the compensation of the **PROGRAM MANAGER**, the Master Architect, the Project Architects, sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the **DISTRICT**.
4. The Construction Cost Budget for a Project will be established by the **PROGRAM MANAGER** with the **DISTRICT** and the Master Architect as part of work in the Pre-design and Master Planning phases as described on Exhibit "A." This cost includes building construction cost ("hard costs") and allowed design contingencies.
5. The Construction Cost Budget for a Project shall be reconciled with the Master Budget and the **PROGRAM MANAGER's** Construction Cost Estimate and adjusted at the completion of each design phase.

ARTICLE 5. - FEE AND METHOD OF PAYMENT

1. **DISTRICT** shall pay **PROGRAM MANAGER** the fees shown on the Fee Proposal attached to Exhibit "D."
2. **PROGRAM MANAGER** shall bill its work under this Agreement on a monthly time and materials basis in accordance with the Fee Schedule attached to Exhibit "D."
 - A. No increase in fee will be due from change orders generated during the construction period unless there is both: (1) an addition to the particular Project (e.g. additional classroom wing or new gymnasium) or a material and substantial change to the scope of work for construction and (2) the change order for that work increases the construction cost and the overall Program schedule. Notwithstanding the preceding, if **PROGRAM MANAGER** is either wholly or partially responsible for the change order through action, error or omission (e.g. inaccurate cost estimating and/or constructability review deficiencies), **PROGRAM MANAGER** shall not be entitled to any increase in fee.
3. If the **DISTRICT** suspends the Program for more than 90 consecutive days, the **PROGRAM MANAGER** shall be compensated for services performed prior to notice of such suspension. When the Program is resumed the **PROGRAM MANAGER** shall be compensated for actual and reasonable expenses incurred in the interruption and resumption of the **PROGRAM MANAGER's** services. The **PROGRAM MANAGER's** fees for the remaining services and the time schedules shall be equitably adjusted if the **PROGRAM MANAGER's** services necessitate additional effort or costs.
4. The **PROGRAM MANAGER's** fee set forth in this Agreement shall be full compensation for all of **PROGRAM MANAGER's** work incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, printing of deliverables providing and/or shipping of deliverables or any other items, per diem expenses, any other direct or indirect expenses incident to providing the services, and any other items specified in Exhibit "A."
 - A. Basic Services shall include all cost estimating, document reviews, value engineering and other normal Program, Project and construction management services.
5. Reimbursable expenses shall be billed at 110% of **PROGRAM MANAGER'S** actual costs. Allowable reimbursable expenses shall be presented to the **DISTRICT** for prior approval, and shall include: telephone service, office equipment, office supplies and furnishings, postage, mileage between sites, hard hats, first aid equipment, project signage, and other items approved by the **DISTRICT**. **DISTRICT** shall provide a central office for **PROGRAM MANAGER**. **DISTRICT** may provide job site trailers, with necessary appurtenances, or it may request that **PROGRAM MANAGER** provide same, in which case those costs shall be charged to **DISTRICT** as reimbursable expenses,

but those costs shall not be limited to the budgeted amounts in the Master Plan and pre-approved by the **DISTRICT**.

ARTICLE 6. - PAYMENT FOR EXTRA WORK OR CHANGES

Any charges for extra work shall be paid by the **DISTRICT** as described in Exhibit "B" only upon certification that the claimed extra work was authorized in writing in advance by the **DISTRICT** and that the work has been satisfactorily completed.

ARTICLE 7. - OWNERSHIP OF DATA

After Completion of each Project or after termination of this Agreement, **PROGRAM MANAGER** shall deliver to **DISTRICT** a complete set of Project records, including without limitation all documents generated by **PROGRAM MANAGER**, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by **DISTRICT** personnel.

ARTICLE 8. - TERMINATION OF CONTRACT

1. If **PROGRAM MANAGER** fails to perform **PROGRAM MANAGER's** duties as required herein, or if **PROGRAM MANAGER** fails to fulfill in a timely and professional manner **PROGRAM MANAGER's** material obligations under this Agreement, or if **PROGRAM MANAGER** shall violate any of the material terms or provisions of this Agreement and fails to cure such material default within thirty (30) working days, or if the default cannot be cured within thirty (30) working days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from **DISTRICT**, the **DISTRICT** shall have the right to terminate this Agreement, in whole or in part, at District's discretion, effective immediately upon the **DISTRICT** giving written notice thereof to the **PROGRAM MANAGER**. **DISTRICT** shall also have the right in its sole discretion to terminate the Agreement for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
2. The **PROGRAM MANAGER** has the right to terminate this Agreement if the **DISTRICT** does not fulfill its material obligations under this Agreement and fails to cure such material default within 45 (forty-five) days, or if the default cannot be cured within 45 (forty-five) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from **PROGRAM MANAGER**. Such termination

shall be effective after receipt of written notice from **PROGRAM MANAGER** to the **DISTRICT**.

3. If, at any time, the **DISTRICT's** Board of Trustees determines that one or more of the Projects should be terminated, the **PROGRAM MANAGER**, upon written notice from the **DISTRICT** of such termination, shall immediately cease work on the Project. The **DISTRICT** shall pay the **PROGRAM MANAGER** only the fee associated with the services provided, since the last invoice that has been paid and up to the notice of termination.
4. **DISTRICT** retains the right to terminate, either for convenience or for cause, **PROGRAM MANAGER's** performance on any of the Projects, or as Program Manager. **PROGRAM MANAGER** agrees to continue to perform all non-terminated portions of this Agreement in that case, and the Parties agree that **PROGRAM MANAGER's** compensation shall be adjusted accordingly.

ARTICLE 9. - INDEMNITY CLAUSE

PROGRAM MANAGER shall defend, indemnify and hold **DISTRICT**, its directors, officials, officers and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent that any of the above are caused by the willful misconduct or negligent acts, errors or omissions of **PROGRAM MANAGER**, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Program, the Projects or this Agreement including without limitation the payment of all consequential damages which are reasonable foreseeable to **PROGRAM MANAGER**. **PROGRAM MANAGER** shall pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT**, its directors, officials, officers and employees in any such suits, actions or other legal proceedings to the extent caused by the above agreement to indemnify. **PROGRAM MANAGER** shall also reimburse **DISTRICT** for the cost of any settlement paid by **DISTRICT** arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings to the extent caused by the above agreement to indemnify except to the extent that the **DISTRICT** has paid for damages arising out of its own negligence. **PROGRAM MANAGER** shall reimburse **DISTRICT**, its directors, officials, officers and employees for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity hereto provided to the extent caused by the above agreement to indemnify except to the extent that the **DISTRICT** has paid for damages arising out of its own negligence. **PROGRAM MANAGER'S** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the **DISTRICT**, its directors, officials, officers, employees and agents.

The **DISTRICT** shall cause Contractors to indemnify and hold harmless the **PROGRAM MANAGER** from and against any and all claims, demands, suits, damages, including consequential damages and damages resulting from personal injury or property damage, costs, expenses and fees that are asserted against the **PROGRAM MANAGER** and

that arise out of or result from wrongful acts or omissions by the Contractor in performing the Work.

ARTICLE 10. - FINGERPRINTING

Pursuant to Education Code section 45125.2, **DISTRICT** has determined on the basis of scope of work in this Agreement of this Project, that **PROGRAM MANAGER** and its subcontractors and employees will have only limited contact with pupils at most. **PROGRAM MANAGER** shall promptly notify **DISTRICT** in writing of any facts or circumstances which might reasonably lead **DISTRICT** to determine that contact will be more than limited as defined by Education Code section 45125.1 (d).

ARTICLE 11. - RESPONSIBILITIES OF THE DISTRICT

The **DISTRICT** shall examine the documents submitted by the **PROGRAM MANAGER** and shall render decisions so as to avoid unreasonable delay in the process of the **PROGRAM MANAGER'S** services as follows:

1. The **DISTRICT** shall provide to the **PROGRAM MANAGER** complete information regarding the **DISTRICT's** requirements for the Program.
2. The **DISTRICT** shall furnish legal, accounting, contract review and insurance counseling services as may be necessary to protect the **DISTRICT's** interests.
3. If the **DISTRICT** observes or otherwise becomes aware of any fault or defect in the Project or the **PROGRAM MANAGER's** services, or any nonconformity with the Contract Documents, the **DISTRICT** shall give prompt written notice thereof to the **PROGRAM MANAGER**; failure to give such notice shall not be deemed to be a waiver.
4. The **DISTRICT** shall retain Design Professionals whose services, duties and responsibilities shall be described in a written agreement between the **DISTRICT** and Design Professionals. The terms and conditions of the Agreement between the **DISTRICT** and Design Professionals shall not be changed without written notification to the **PROGRAM MANAGER**. The **DISTRICT** shall furnish a copy of the **DISTRICT-Architect Agreement** and any amendments to the **PROGRAM MANAGER**, that designate the contractual responsibilities of all parties.
5. At the request of the **PROGRAM MANAGER**, sufficient copies of the Contract Documents shall be furnished to the **PROGRAM MANAGER** to permit the timely performance of services, by the **DISTRICT** at the **DISTRICT's** expense.
6. The **DISTRICT** shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the

construction, use or occupancy of permanent structures or for permanent changes in existing facilities, subject to **PROGRAM MANAGER's** and/or the Design Professional(s) duties to recommend or provide same.

8. The **DISTRICT** shall send to the **PROGRAM MANAGER** and shall require the Design Professionals to send to the **PROGRAM MANAGER**, copies of all notices communications sent to or received by the **DISTRICT** or Design Professionals or Construction Managers relating to a Project. During the Construction Phase of the Projects, the **DISTRICT** shall require that the Contractors and Construction Managers (if applicable) submit all notices and communication relating to the Projects directly to the **PROGRAM MANAGER**.
9. The **DISTRICT** shall designate an officer, employee or other authorized representatives to act in the **DISTRICT's** behalf with respect to the Project. The **DISTRICT's** representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.
10. For all Projects on which **PROGRAM MANAGER** is acting as Construction Manager, **DISTRICT** shall conduct its own independent review and evaluation of **PROGRAM MANAGER's** performance with respect to **PROGRAM MANAGER's** construction management duties.
11. **District** shall provide timely and accurate accounting information and project expenditures for all projects within this Program and covered under this Agreement in order for **PROGRAM MANAGER** to provide **DISTRICT** required reports.
12. **DISTRICT** shall require other **DISTRICT** consultants such as the Master Architect to use web-based collaborative tools and other project management tools as required under this Agreement.
13. **DISTRICT** shall be responsible for the management, coordination, and administration of the Bond Oversight Committee and its website. Notwithstanding the preceding, **PROGRAM MANAGER** shall cooperate and assist the District with providing information and reports to the Bond Oversight Committee. **PROGRAM MANAGER** shall attend all Bond Oversight Committee meetings and assist the **DISTRICT** in preparing material and information for the Bond Oversight Committee.
14. **DISTRICT** shall be responsible for all contracting functions, which includes but is not limited to, bid opening, determining responsiveness of bids, responsibility of bidders and awarding of contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws. Notwithstanding the preceding, **PROGRAM MANAGER** shall advise and assist the **DISTRICT** with respect to bid opening, determining responsiveness of bids,

responsibility of bidders and awarding of contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws.

15. **DISTRICT** shall be responsible for all contracting functions, which includes but is not limited to, selection, negotiation and award of professional and other specialty contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws. Notwithstanding the preceding, **PROGRAM MANAGER** shall advise and assist the **DISTRICT** with respect to selection, negotiation and award of professional and other specialty contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws.
16. **DISTRICT** shall provide written direction signed by the Associate Superintendent or the Engineering Officer with regard to any direction arising out of this Agreement.
17. **DISTRICT** shall prepare any Board precis to be presented at the Board meetings. Notwithstanding the preceding, **PROGRAM MANAGER** shall review and assist the **DISTRICT** with respect to preparing Board précis, including preparing reports, summaries, background and substantiating information for the Board.
18. **DISTRICT** shall be responsible for submission and approval process of any design documents through the Division of State Architect. Notwithstanding the preceding, **PROGRAM MANAGER** shall assist **DISTRICT** in expediting timely response and approval of any design or construction material submitted for projects under this Program.

ARTICLE 12. - LIABILITY OF DISTRICT

1. Other than as provided in this Agreement, **DISTRICT's** obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall **DISTRICT** be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
2. Any and all costs incurred by **DISTRICT**, or for which **DISTRICT** may become liable, to the extent caused by negligent delays of **PROGRAM MANAGER** in its performance hereunder, shall be paid to **DISTRICT** by **PROGRAM MANAGER** as provided for herein and/or under California law.
3. **DISTRICT** shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by **PROGRAM MANAGER**, or by its employees, even though such equipment be furnished or loaned to **PROGRAM MANAGER** by **DISTRICT**.

ARTICLE 13. - INSURANCE

1. **PROGRAM MANAGER** shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E."
2. **DISTRICT** shall be given 30 days notice prior to cancellation or reduction of coverage amounts of any of the insurance.
3. **PROGRAM MANAGER** shall provide certificates of insurance and endorsements to **DISTRICT** prior to commencement of the work of this Agreement as required in Exhibit "E."
4. The **PROGRAM MANAGER**, as agent of the **DISTRICT**, shall be named as an additional insured in any insurance policy obtained by the **DISTRICT** for the Project.
5. The **DISTRICT** shall require the contractors to name the **PROGRAM MANAGER** as additional insured in all insurance policies obtained by the contractors for the project.
6. The **DISTRICT** and **PROGRAM MANAGER** each shall provide the other with copies of certificates for all policies obtained for the Project. Each party shall provide the other thirty (30) days of notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

ARTICLE 14. - NONDISCRIMINATION

1. **PROGRAM MANAGER** agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person.
2. **PROGRAM MANAGER** shall comply with any and all regulations and laws governing nondiscrimination in employment.

ARTICLE 15. - COVENANT AGAINST CONTINGENT FEES

PROGRAM MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **PROGRAM MANAGER**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **PROGRAM MANAGER**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **DISTRICT** shall have the right to annul this Agreement without liability, or in its discretion,

to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 16. - ENTIRE AGREEMENT/MODIFICATION

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto **PROGRAM MANAGER** shall be entitled to no other benefits than those specific herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. **PROGRAM MANAGER** specifically acknowledges that in entering into this Agreement, **PROGRAM MANAGER** relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 17. - NON-ASSIGNMENT OF AGREEMENT

In as much as this Agreement is intended to secure the specialized services of the **PROGRAM MANAGER**, **PROGRAM MANAGER** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of **DISTRICT** and any such assignment, transfer, delegation or sublease without the **DISTRICT**'s prior written consent shall be considered null and void. Likewise, **DISTRICT** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of **PROGRAM MANAGER** and any such assignment, transfer, delegation or sublease without **PROGRAM MANAGER**'s prior written consent shall be considered null and void.

ARTICLE 18. - LAW, VENUE

1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
2. Contra Costa County, California, in which the **DISTRICT** is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 19. - ALTERNATIVE DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all parties.

ARTICLE 20. - SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 21. - EMPLOYMENT STATUS

1. **PROGRAM MANAGER** shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, joint venture relationship, or to allow **DISTRICT** to exercise discretion or control over the professional manner in which the **PROGRAM MANAGER** performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by **PROGRAM MANAGER** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **PROGRAM MANAGER** understands and agrees that the **PROGRAM MANAGER's** personnel are not and will not be eligible for membership in or any benefits from any **DISTRICT** group plan for hospital, surgical or medical insurance or for membership in any **DISTRICT** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a **DISTRICT** employee.
3. Should a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that **PROGRAM MANAGER** is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by **PROGRAM MANAGER** which can be applied against this liability). **DISTRICT** shall then forward those amounts to the relevant taxing authority.
4. Should a relevant taxing authority determine a liability for past services performed by **PROGRAM MANAGER** for **DISTRICT**, upon notification of such fact by **DISTRICT**, **PROGRAM MANAGER** shall promptly remit such amount due or arrange with **DISTRICT** to have the amount due withheld from future payments to **PROGRAM MANAGER** under this Agreement (again, offsetting any amounts already paid by **PROGRAM MANAGER** which can be applied as a credit against such liability).
5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, **PROGRAM MANAGER** shall not be considered an

employee of **DISTRICT**. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that **PROGRAM MANAGER** is an employee for any other purpose, then **PROGRAM MANAGER** agrees to a reduction in **DISTRICT**'s liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of **DISTRICT** under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that **PROGRAM MANAGER** was not an employee.

- 6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement

ARTICLE 22. - REPRESENTATION AND WARRANTIES BY PROGRAM MANAGER

- 1. **PROGRAM MANAGER** represents that the **PROGRAM MANAGER** is properly licensed and/or certified under the laws and regulations of the State of California to provide the special services that it has herein agreed to perform.
- 2. **PROGRAM MANAGER** represents that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 3. **PROGRAM MANAGER** represents that, to extent California or Federal law relating to prevailing wages apply to **PROGRAM MANAGER**'s employees under this Agreement, it will comply with the said law and indemnify the **DISTRICT** for **PROGRAM MANAGER**'s failure to do so.

ARTICLE 23. - COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

PROGRAM MANAGER shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

ARTICLE 24. - COMMUNICATIONS

Communications between the parties to this Agreement may be sent to the following addresses:

DISTRICT:
West Contra Costa Unified School District

**AGREEMENT FOR PROGRAM, PROJECT
AND CONSTRUCTION MANAGEMENT SERVICES**

1108 Bissell Avenue
Richmond, CA 94801-3135

PROGRAM MANAGER:

Seville Group, Inc.
600 South Lake Avenue, Suite 401
Pasadena, CA 91106

ARTICLE 25. - DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

Pursuant to section 17076.11 of the Education Code, the **DISTRICT** has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the **DISTRICT** on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the **PROGRAM MANAGER** shall provide to the **DISTRICT** certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract and documentation demonstrating the **PROGRAM MANAGER's** good faith efforts to meet these goals.

ARTICLE 26 - OTHER PROVISIONS

1. The **PROGRAM MANAGER** shall be responsible for the cost of construction change orders caused directly by the **PROGRAM MANAGER's** willful misconduct or negligent acts, errors or omissions. Without limiting **PROGRAM MANAGER's** liability for indirect or consequential cost impacts, the direct costs for which the **PROGRAM MANAGER** shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.

2. Neither the **DISTRICT's** review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and **PROGRAM MANAGER** shall remain liable to the **DISTRICT** in accordance with this Agreement for all damages to the **DISTRICT** caused by **PROGRAM MANAGER's** failure to perform any of services furnished under this Agreement to the standard of care as stated in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Dated: 12/21, 2004

By: _____

Print Name: _____

Print Title: _____

V. Kihon
V. Kihon
Assoc. Supt

Dated: Dec. 20, 2004

SEVILLE GROUP, INC.

By: _____

Print Name: _____

Print Title: _____

Isamu Yoshida
Isamu Yoshida
Sr. Vice President

G:\6405\10204\SGI PM-CM Agreement.Final.doc

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

I. PROGRAM MANAGEMENT SERVICES

PROGRAM MANAGER shall provide the following and program manager services with respect to the entire Program:

A. BASIC SERVICES

PROGRAM MANAGER agrees to provide the services described below:

1. Provide work that shall comply with professional standards and applicable requirements of federal, state, and local law.
2. Advise the **DISTRICT** as to the regulatory agencies that have jurisdiction over the Projects, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
3. Contract for or employ, at **PROGRAM MANAGER's** expense sub-consultants to the extent deemed necessary for **PROGRAM MANAGER's** services. Nothing in the foregoing shall create any contractual relationship between the **DISTRICT** and any sub-consultant employed by the **PROGRAM MANAGER** under terms of this Agreement.
4. Cooperate and communicate with other professionals employed by the **DISTRICT**, including without limitation the Master Architect Project Architects and Construction Managers for the design coordination and management of construction work related to the Program.
5. Chair, conduct and take minutes of periodic construction meetings involving the **DISTRICT**, the Design Professionals, Construction Managers (if applicable) and Contractors during the course of the Projects. **PROGRAM MANAGER** shall invite the **DISTRICT** and/or its representative to participate in these meetings. **PROGRAM MANAGER** shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, and other services furnished by **PROGRAM MANAGER** under this Agreement as well as coordination with all Master Plans, studies, reports and Other information provided by **DISTRICT** to **PROGRAM MANAGER**. **PROGRAM MANAGER** shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

7. Maintain a log of all meetings, site visits or discussions held in conjunction with the Program, with documentation of major discussion points, observations decisions, questions or comments. These shall be furnished to the **DISTRICT** and/or its representative for inclusion in the overall Program documentation.
8. The **PROGRAM MANAGER** shall support and maintain the **DISTRICT's** Management Information System which is known as PS2 ("MIS"), which was previously implemented by **PROGRAM MANAGER**, to ensure communications between the **DISTRICT, PROGRAM MANAGER**, Design Professionals, Contractors, Construction Managers, vendors and other parties on the Projects. Support and maintenance of the MIS includes connecting the MIS to all Project sites and assigning all necessary staff to ensure that the information on the MIS is current.
9. The **PROGRAM MANAGER** shall coordinate transmittal of documents to regulatory agencies for review and shall advise the **DISTRICT** of potential problems in completion of such reviews.
10. The **PROGRAM MANAGER** shall prepare and support a Website for public access to show all aspects of each Project and the Program, including budget, cost schedule, workforce, participating contracts, opportunities and further direction of and related to the Program status.
11. All program management and project management services provided by the **PROGRAM MANAGER** under this Agreement shall be provided by or under the direction and control of a licensed general contractor, a licensed architect or a registered engineer.
12. The **PROGRAM MANAGER** shall review, certify, and process the amounts due to the Project Architects , Inspectors, the Contractors, vendors, consultants, Construction Managers, etc.
13. In consultation with the Project Architects, the **PROGRAM MANAGER** shall review the payment applications submitted by each Contractor or Construction Manager (as applicable), vendors and consultants, and determine whether the amount requested reflects the progress of the parties' work. The **PROGRAM MANAGER** shall make appropriate adjustments to each payment application and shall prepare and forward to the **DISTRICT** a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the Current period. Included in this report shall be a Certificate of Payment that shall be signed by the **PROGRAM MANAGER** and delivered to the **DISTRICT**.

14. When requested in writing by the **DISTRICT**, the **PROGRAM MANAGER** shall provide written evaluation of the Project Architects' and/or the Contractors' performance under the requirements of the Construction Documents.
15. Within a reasonable time, the **PROGRAM MANAGER** shall evaluate and render written recommendations to the **DISTRICT** on all claims, disputes, or other matters at issue between the **DISTRICT** and any Contractor, vendor or consultant relating to the execution or progress of the Work as provided in the Construction Documents. Such written recommendations to the **DISTRICT** will be provided within five (5) Working Days from the date the request is received by the **PROGRAM MANAGER** unless additional review time is required and provided sufficient explanation to the **DISTRICT** is given in writing.
16. The **PROGRAM MANAGER** shall monitor and coordinate with Master Architect, Project Architects and Construction Managers (as applicable) adjustments and updates to the Master Schedule and distribute copies to the **DISTRICT**, Master Architect, Construction Management and Project Architects. Recommendations for such adjustments to the Master Schedule shall be made to the **DISTRICT**, and upon the **DISTRICT**'s approval, shall be incorporated by the **PROGRAM MANAGER**.
17. The **PROGRAM MANAGER** shall review any recovery schedules submitted by the Contractors for compliance with the Construction Documents.
18. **PROGRAM MANAGER** shall be responsible for the implementation and coordination of all activities related to **DISTRICT**'s Labor Compliance Program.
19. **PROGRAM MANAGER** shall be responsible for coordinating and monitoring activities relating to **DISTRICT**'s project labor agreements, including meeting with unions and Contractors, and coordinating all activities related to award and preconstruction as set forth in the project labor agreements.
20. **PROGRAM MANAGER** shall coordinate the work of **DISTRICT**'s Hazardous Material consultants in relation to each of the projects on the Program. **PROGRAM MANAGER** shall assist in selecting consultants, coordinate work of the consultants and assist the **DISTRICT** in coordinating the work product of Hazmat consultants into the project bid documents.
21. **PROGRAM MANAGER** shall coordinate all aspects of moving, facilities transitions, furnishings and equipment relocations and building preparation for construction and occupancy. This shall include assistance with selection management and coordination of movers, vendors, and others involved.
22. **PROGRAM MANAGER** is not responsible for:
 - A. Ground contamination or hazardous material analysis.

- B. Any hazardous material testing, design or abatement however, it shall coordinate and integrate its work with any such information provided by **DISTRICT** as stated above.
 - C. Compliance with the California Environmental Quality Act ("CEQA"), except that **PROGRAM MANAGER** agrees to coordinate its work with that of any CEQA consultants retained by the **DISTRICT**, and to provide current information for use in CEQA compliance documents.
 - D. Historical significance report.
 - E. Soils investigation.
 - F. Geotechnical hazard report.
 - G. Topographic survey, including utility locating services.
 - H. Other items specifically designated as the **DISTRICT's** responsibilities under this Agreement.
 - I. Inspection Services
 - J. Any other testing services not identified above
23. For all meetings **PROGRAM MANAGER** is required to attend as part of this Agreement, **DISTRICT** will ensure **PROGRAM MANAGER** is provided adequate advance notification of such meetings.

B. PROGRAM SERVICES

1. General: **PROGRAM MANAGER** shall monitor and advise the **DISTRICT** as to all material developments in the Program and the Projects. **PROGRAM MANAGER** shall develop and implement with **DISTRICT** approval reporting methods for schedules, cost and budget status, and projections for each project in the **DISTRICT's** Program. **PROGRAM MANAGER** shall be the focal point of all communication to and from construction contractors/Construction Managers and shall be copied on all communications between **DISTRICT** and its Design Professionals.
2. Scheduling: **PROGRAM MANAGER** shall prepare methods to track and report on schedule status for each project and for the overall Program. **PROGRAM MANAGER** shall develop master schedules and milestone schedules for each Project, and shall report on same each month to the **DISTRICT**.
3. Cost Controls: **PROGRAM MANAGER** shall prepare and implement methods to budget and track all expenditures on each Project. **PROGRAM MANAGER** shall generate monthly reports, to the **DISTRICT** reflecting this information.

4. Program Fiscal Services: **PROGRAM MANAGER** shall coordinate with **DISTRICT** staff and assist the **DISTRICT** staff with the processing of the payments of all Design Professionals, Construction Managers, vendors and contractors involved in the Projects, including purchase requisitions and recommending invoices for payment, and attending any related meetings.
5. Communications to Board: The **PROGRAM MANAGER** may be required to attend each meeting of the **DISTRICT's** Board of Trustees, and to provide updates at each meeting.
6. Community Outreach: Assist **DISTRICT** in all aspects of encouraging participation in **DISTRICT's** Program with respect to small local businesses, women-owned businesses, minority-owned businesses and disabled veterans-owned businesses.

C. PRE-DESIGN AND PROGRAMMING PHASE SERVICES

1. PROGRAM DEVELOPMENT

Upon final execution of the Agreement with the **DISTRICT**, the **PROGRAM MANAGER** shall:

- A. Participate in a general Project kick-off meeting to include the **PROGRAM MANAGER**, Master Architect, Construction Manager (if applicable) and **DISTRICT** staff.
- B. Surveys of Existing Facilities: Evaluate reports and surveys regarding existing conditions, including geotechnical and hazardous materials issues. Develop proposed scopes of work for each site in conjunction with **DISTRICT**, Master Architect, Project Architects and public input. Assist **DISTRICT** with establishing priorities for each site.
- C. Educational Specifications: Assist **DISTRICT** and Master Architect with developing and refining Educational Specifications, but **PROGRAM MANAGER** shall not be responsible for drafting same.
- D. Project Schedule: Develop with **DISTRICT** and Master Architect, Project Architects, input the overall Program schedule and schedules for each Project. Schedules will include phasing plans and other approaches developed with **DISTRICT**, Master Architect, Project Architects, and public input through public meetings.
- E. Community Meetings: **PROGRAM MANAGER** shall participate in periodic community meetings as requested by **DISTRICT**.
- F. Master Budget: The **PROGRAM MANAGER** shall assist the **DISTRICT** in balancing the intent and purpose of the Program with the

funds initially budgeted. The **PROGRAM MANAGER** shall develop a preliminary construction cost model utilizing unit costs for each major component. Prepare preliminary cost estimates for each Project along with any **DISTRICT** requested alternates.

- G. Implementation Master Plan: Assist the Master Architect with preparing, implementing, updating and revising the Master Plan. The Implementation Master Plan will incorporate Project scopes, budget, and schedule as developed in this phase. The Master Plan shall set forth in detail preliminary scopes of work at each site, cost estimates for each Project, phasing plan(s) and schedules, and ranking, of priorities.

D. **PRECONSTRUCTION PHASE**

1. Provide overall coordination of the Projects; serve as the focal point of communication, transmitting information to the **DISTRICT** and Project team on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractors/construction managers to **DISTRICT** and project design team shall be through the **PROGRAM MANAGER**. The **PROGRAM MANAGER** shall receive simultaneous copies of all written communications from the **DISTRICT** or the project design team to the contractors.
2. Develop and implement **DISTRICT**-approved implementation procedures, forms, and reporting requirements for the Projects that involve all members of the Project teams, including **DISTRICT**, design professionals, construction contractors, and Construction Managers (if applicable).
3. Provide value engineering at the Design Development Phase. Coordinate with **DISTRICT** and Design Professionals. Forward recommendations to the **DISTRICT** concerning revisions to the Master Budget and the Project Construction Cost Budgets that may result from design changes and construction.
4. Manage, coordinate, participate and reconcile constructability reviews of each Project at the Design Development Phase at 90% completion of Construction Documents. The constructability review shall include review of the design documents for clarity, consistency, constructability and coordination. The **PROGRAM MANAGER** shall also make recommendations to the **DISTRICT** with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. However, the **PROGRAM MANAGER** is not responsible for providing, nor does the **PROGRAM MANAGER** control, the Project design or the contents of the design documents. The **PROGRAM MANAGER's** actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the **DISTRICT**. The Architect is not a third party beneficiary of the **PROGRAM**

MANAGER's work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.

5. Develop the schedules of the Program and each Project through the completion of construction, as directed by **DISTRICT**, in coordination with the Master Architect, the Project Architect(s) and advise and consult with **DISTRICT**.
6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
7. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for each Project. The system will allow for monthly progress reports to the **DISTRICT** regarding the schedule for the Program and the Projects.
8. Organize initial planning workshop(s) to create baseline parameters for the Projects, to define overall building requirements, project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, **PROGRAM MANAGER** will develop an implementation plan that identifies the various phases of the Projects, coordination among phases, and budget and time constraints for each phase of the Projects. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
9. Attend all planning, programming, and master site planning meetings relating to the Project.
10. Provide updated cost estimates for each Project at the Schematic Design, Design Development, and Construction Documents Phases; coordinate with Design Professionals and Construction Managers (if applicable) and reconcile cost estimates with Design Professional's estimates.

E. PRE-BID PHASE

1. Develop a master schedule and a construction milestone schedule for each Project in conjunction with the Project Architects, the Master Architect and Construction Managers (if applicable).
2. In consultation with **DISTRICT** and according to **DISTRICT** approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Projects. Establish, accordingly, a communications procedure for the Projects that allows for decision making at appropriate levels of responsibility and accountability.

3. Work with the Design Professional(s) and Construction Managers (if applicable) to modify or add to standard, special, or general conditions for Contract(s) that might be needed for unique Project or bid package conditions, for **DISTRICT's** approval.
4. Work with the Design Professional(s) and Construction Managers (if applicable) to separate the construction phase for the Projects into Bid Packages.
5. If requested by the **DISTRICT, PROGRAM MANAGER** shall assist with creating alternates for the bid documents, including estimates for such alternates.

F. BIDDING AND AWARD PHASE

1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to Architect(s) and **DISTRICT** as required. Respond to bidder questions by addenda, with Design Professional(s) input.
2. Prepare bid analyses. Advise **DISTRICT** on compliance of bidders with **DISTRICT** requirements and of bids with bid requirements. Report and recommend to **DISTRICT** after review and evaluation.
3. Conduct pre-award conferences with successful bidders.
4. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.
5. The **PROGRAM MANAGER** shall assist the **DISTRICT** and Master Architect in the assembly, delivery and execution of the Construction Documents.
6. The **PROGRAM MANAGER** shall assist the **DISTRICT** in verifying that the Contractors have secured all necessary permits, bonds, insurance, labor affidavits and waivers as required by the Construction Documents. Such action by the **PROGRAM MANAGER** shall not relieve the Contractors or the **DISTRICT** of their responsibilities to comply with the provisions of the Documents.
7. The **PROGRAM MANAGER** shall schedule and coordinate all tasks of the Bidding and Award Phase in accordance with the Master Plan, Master Schedule and Master Budget, which shall all be revised and kept current as necessary.
8. **PROGRAM MANAGER** shall develop bidding procedures and bid documents for the Projects.
9. **PROGRAM MANAGER** shall assist the **DISTRICT** and Project Architects in developing lists of possible bidders for each Project and generate bidder interest and actively market the **DISTRICT's** projects.

10. The **PROGRAM MANAGER** shall implement and administer prequalification of bidders in accordance with applicable law. This service shall include the following: preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; interviewing references of possible bidders, bonding agents and financial institutions; and preparing recommendations for the **DISTRICT**. The **PROGRAM MANAGER** shall prepare a bidders list for each bid package for approval by **DISTRICT**.
11. The **PROGRAM MANAGER** shall coordinate the delivery of Bid Documents to the bidders. The **DISTRICT** shall obtain the **DISTRICT**-approved contract documents from the Design Professional and the **PROGRAM MANAGER** shall arrange for printing, binding, wrapping and delivery to the bidders. The **PROGRAM MANAGER** shall maintain a list of bidders receiving Bid Documents.

The **PROGRAM MANAGER** shall prepare an estimate of costs for all such and shall submit the estimate to the **DISTRICT** for approval. Project and construction budgets shall be adjusted as directed by the **DISTRICT**.
12. The **PROGRAM MANAGER** shall also assist the **DISTRICT** in preparing and placing notices and advertisements to solicit bids for the Projects. The **DISTRICT** shall pay for all bid-related printing and advertising costs.
13. **PROGRAM MANAGER** shall assist the **DISTRICT** in preparing all necessary bidding information and bidding forms required by **DISTRICT** and shall assist the **DISTRICT** in preparing the Contracts for Construction, including review of all specifications to ensure they require the Contractor to provide operation manuals and adequate training for the **DISTRICT** in the operation of mechanical, electrical, electronic data equipment and hardware of all types, and other systems installed by the Contractors. **PROGRAM MANAGER** shall review and monitor compliance by the Project Architects and provide lists of **DISTRICT**-specific inventory materials to be provided at the end of the Projects by the Contractors such as extra furnace filters, lighting fixture lamps, floor tiles, ceiling tiles, interior paint, exterior paint, etc.
14. **PROGRAM MANAGER** shall develop and coordinate procedures to provide answers to bidders' questions.
15. **PROGRAM MANAGER** shall receive from the Project Architects a copy of all Addenda. The **PROGRAM MANAGER**, in conjunction with the Project Architects, shall distribute a copy of all Addenda to each bidder receiving Construction Documents for the Projects.
16. **PROGRAM MANAGER** shall assist the **DISTRICT** in conducting the bid opening and shall assist in evaluating the bids for responsiveness and price. The

PROGRAM MANAGER shall make recommendations to the **DISTRICT** concerning the acceptance or rejection of bids.

17. In consultation with **DISTRICT** and Project Architects, the **PROGRAM MANAGER** shall conduct pre-construction conferences during which the **PROGRAM MANAGER** shall review the organization, communication protocols, security, responsibilities and other general procedures for each Project.
18. The **PROGRAM MANAGER** shall assist in scheduling and coordination of all tasks of the Award and Bid Phase in accordance with the Master Plan, Master Schedule and Master Budget, which shall all be revised and kept current as necessary.

G. CONSTRUCTION PHASE

1. The **PROGRAM MANAGER** shall conduct construction meetings for each Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality or workmanship, special construction meetings; record, prepare, and distribute minutes of these meetings to the **DISTRICT**, the affected construction contractors, and Architect(s).
2. The **PROGRAM MANAGER** shall keep the **DISTRICT** informed of the progress, timeliness, cost, and quality of the Work with detailed monthly reports that include sequential pictures of the progress of Construction.

3. Progress Payments

The **PROGRAM MANAGER** shall develop and implement procedures for the review and processing of applications by contractors for progress and final payments.

4. Contractor Safety Programs

The **PROGRAM MANAGER** shall verify that safety programs are developed and submitted by each of the contractor(s) as required by the contract. Neither **PROGRAM MANAGER** nor **DISTRICT** shall be responsible for or have any liability for contractor(s) failure to provide, comply with, or enforce said programs.

5. Daily Log

The **PROGRAM MANAGER** shall coordinate the keeping of daily logs shall record the progress of each Project on a daily basis.

6. **PROGRAM MANAGER** shall work to ensure that projected costs for each Project will not exceed approved budget for that Project and provide the **DISTRICT** timely notice of any potential increase in costs in excess of approved budgets provided to **PROGRAM MANAGER**.
7. **PROGRAM MANAGER** shall negotiate contractor's proposals and review change orders prepared by Project Architect(s), with Project Architect(s)' input as needed, for approval by the **DISTRICT**'s Governing Board.
8. **PROGRAM MANAGER** shall maintain a change order log for each Project and implement procedures to expedite processing of change orders.
9. **PROGRAM MANAGER** shall implement procedures for issues identification and resolution of actual or potential claims of the construction contractors, and ensure that all claims against **DISTRICT** are mitigated, eliminated, or settled.
10. **PROGRAM MANAGER** shall develop and implement procedures with the assistance and confirmation of the Design Professional(s) for the review and processing of construction contractor(s) applications for progress and final payments for all construction contracts. Coordinate the submittal, review, verification and processing of payment applications for progress and final payment for all Construction contracts.
11. **PROGRAM MANAGER** shall assist **DISTRICT** in selecting and retaining special consultants and testing laboratories and coordinate their services.
12. **PROGRAM MANAGER** shall provide responses to, and maintain logs of requests for information from construction contractor(s), based on information obtained from the Architect(s) or the **DISTRICT**.
13. **PROGRAM MANAGER** shall establish and implement procedures, in collaboration with the Design Professionals, for expediting the processing and approval of shop drawings; product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the Design Professional(s) for review and approval. Maintain submittal and shop drawing logs.
14. **PROGRAM MANAGER** shall prepare and distribute monthly project status reports for each active Project and the Program, including updates on project activities, progress of work, outstanding issues, potential problems status of requests for information ("RFI's"), change orders and submittals.
15. The **PROGRAM MANAGER** shall assist the **DISTRICT** in interpreting and deciding matters concerning the performance of the Master Architect, Project Architects, and Contractors under the requirements set forth in the Construction Documents upon written request from the **DISTRICT**, Master Architect, a

Project Architect or a Contractor. The **PROGRAM MANAGER**'s response to such requests shall promptly be made in writing.

16. Interpretations and decisions of the **PROGRAM MANAGER** shall be consistent with the intent of, and reasonably inferable from, the Construction Documents and shall be in writing or in the form of drawings and shall normally be provided within five (5) Working Days from the date a request for interpretation or information is received by the **PROGRAM MANAGER**.
17. The **PROGRAM MANAGER** shall report to the **DISTRICT** known deviations from the Construction Documents and from the most recent Construction schedules and budgets submitted by the Contractors.
18. The **PROGRAM MANAGER** shall not issue change orders to the Project Architects or Contractors that might commit the **DISTRICT** to extra expenses or otherwise amend the Construction Documents without first obtaining written approval of the **DISTRICT**.
19. The **PROGRAM MANAGER** shall, on a monthly basis, review the progress for all Projects, shall evaluate the percentage complete of each Construction activity as indicated in the Contractors' Construction Schedule. This evaluation shall serve as data for input to the periodic **PROGRAM MANAGER** Schedule Report that shall be prepared and distributed to the **DISTRICT**. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor.
20. The **PROGRAM MANAGER** shall prepare and distribute the Progress Payment Reports to the **DISTRICT** for each Project. The Reports shall state the total Construction price, payment to date, current payment requested, retention and actual amounts owed each period.
21. The **PROGRAM MANAGER** shall prepare and distribute Project Cost Reports during the Construction Phase for each Project. The Reports shall specify actual Project and Construction Costs compared to the **DISTRICT**-approved Construction Cost Budget for each Project and overall Master Budget.

H. SUBSTANTIAL COMPLETION

Prior to the issuance of a Certificate of Substantial Completion, if any, the **PROGRAM MANAGER** shall coordinate with the Project Architect(s), the Construction Managers (if applicable) and PI, the preparation of a list of incomplete work or work which does not conform to the requirements of the contract documents. This list shall be attached to the Certificate of Substantial Completion, if any.

I. FINAL COMPLETION

The **PROGRAM MANAGER** shall consult with the Design Professional(s), **PI** and the **DISTRICT** as to when a Project and a contractor's work are finally completed. The **PROGRAM MANAGER** shall assist with the issuance of a Certificate of Final Completion.

At the conclusion of corrective action for all punch-list items, the **PROGRAM MANAGER** shall coordinate a final comprehensive review of the Projects and shall report the results of that review to the **DISTRICT**. The **PROGRAM MANAGER's** reports will indicate whether the **PROGRAM MANAGER**, the Construction Managers (if applicable) the Project Architects, and the Inspectors of Record find the Work performed acceptable under the Construction Documents and the relevant Project data, and will make recommendations as to final payment and the Notice of Completion to the Contractor. Following issuance of a recorded Notice of Completion of a Project or a designated portion thereof, the **PROGRAM MANAGER** shall evaluate the completion of the Work of the Contractors and make recommendations to the Project Architects as to when the **DISTRICT** may file a Notice of Completion. The **PROGRAM MANAGER** shall coordinate with the Project Architects and the Construction Managers (if applicable) in conducting final inspections and reviewing punch-list items.

J. FINAL DOCUMENTS

The **PROGRAM MANAGER** shall assist in securing and transmitting to the **DISTRICT** required guarantees, keys, manuals, record drawings, and daily logs. The **PROGRAM MANAGER** shall also forward all documents and plans to the **DISTRICT** upon completion of the program and ensure all such plans and documents are well organized for any appropriate audit or review of the program.

K. WARRANTY

The **PROGRAM MANAGER** shall assist with the development of a Warranty Inspection and Warranty Work procedure that all contractors are to follow.

II. CONSTRUCTION MANAGEMENT SERVICES

PROGRAM MANAGER shall provide the following construction management services for the Projects as designated in Appendix 1 to this Exhibit:

1. The **PROGRAM MANAGER** shall provide and maintain a management team for the Project sites.
2. The **PROGRAM MANAGER** will be responsible for providing project management and construction management services except in cases when the **DISTRICT** contracts directly with construction management consultant(s). During the Construction Phases, full-time Project Managers and support staff shall coordinate and monitor the work of the Project Architects and the

Contractors in accordance with the **PROGRAM MANAGER's** Staffing Plan reviewed and approved by the **DISTRICT**.

3. The **PROGRAM MANAGER's** certification for general contractors payment shall constitute a representation to the **DISTRICT** that the Work has progressed to the extent certified, that quality of the Work is in accordance with the Construction Documents, and that the **PROGRAM MANAGER**, Inspectors, Contractors, etc., are entitled to payment in the amount certified.
4. In consultation with the Project Architects, the **PROGRAM MANAGER** shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. The **PROGRAM MANAGER** shall make appropriate adjustments to each payment application and shall prepare and forward to the **DISTRICT** a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by the **PROGRAM MANAGER** and delivered to the **DISTRICT**.
5. When requested in writing by the **DISTRICT**, the **PROGRAM MANAGER** shall provide written evaluation of the Project Architects' and/or the Contractors' performance under the requirements of the Construction Documents.
6. The **PROGRAM MANAGER** shall review any recovery schedule submitted by the Contractors for compliance with the Construction Documents.
7. **PROGRAM MANAGER** shall administer the construction contracts in accordance with the staffing plan provided in Exhibit F.
8. **PROGRAM MANAGER** shall monitor the construction contractor(s) to verify that tools, equipment and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, under direction and to the satisfaction of the **DISTRICT**. **PROGRAM MANAGER** expressly agrees to verify that every term and requirement of said specifications is met, observed performed and followed in accordance with the professional standards of care for construction management. **PROGRAM MANAGER** shall not, however, be responsible for directing construction contractor(s)' means and methods.
9. **PROGRAM MANAGER** shall coordinate work of the construction contractor(s) and effectively manage the Projects to achieve the **DISTRICT's** objectives in relation to cost, time and quality. **PROGRAM MANAGER** shall not, however, be responsible for directing construction contractor(s)' means and methods. **PROGRAM MANAGER** shall not be responsible for the results of construction management consultants directly contracted by the **DISTRICT**.

10. **PROGRAM MANAGER** shall conduct construction meetings for each Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality or workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the **DISTRICT**, the affected construction contractors, and Architect(s).
11. **PROGRAM MANAGER** shall ensure that construction contractors provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. **PROGRAM MANAGER** shall construction contractors' construction schedules for conformity with requirements of the construction contract(s) and conformity with the Master schedule for the Project. Where construction contractors' construction schedules do not so conform, **PROGRAM MANAGER** will take appropriate measures to secure compliance, subject to **DISTRICT** approval.
12. **PROGRAM MANAGER** shall ensure construction contractor(s)' compliance with the requirements of their respective construction Contracts for updating revising, and other obligations relative to their respective construction schedules. **PROGRAM MANAGER** shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
13. **PROGRAM MANAGER** shall keep the **DISTRICT** informed of the progress, timeliness, cost, and quality of the Work with detailed monthly reports that include sequential pictures of the progress of Construction.
14. **PROGRAM MANAGER** shall provide ongoing digital photographic documentation.
15. **PROGRAM MANAGER** shall monitor and review the Project Architects' issuance of clarifications in response to properly prepared requests for information.
16. **PROGRAM MANAGER** shall ensure construction contract requirements are being fulfilled.
17. Minor Variations in the Work

The **PROGRAM MANAGER** may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The **PROGRAM MANAGER** shall provide to the Master Architect, the Project Architect(s) and the **DISTRICT** copies of such authorizations.

18. Progress Payments

The **PROGRAM MANAGER** shall develop and implement procedures for the review and processing of applications by contractors for progress and final payments.

19. Contractor Safety Programs

The **PROGRAM MANAGER** shall verify that safety programs are developed and submitted by each of the contractor(s) as required by the contract. Neither **PROGRAM MANAGER** nor **DISTRICT** shall be responsible for or have any liability for contractor(s) failure to provide, comply with, or enforce said safety programs.

20. Daily Log

The **PROGRAM MANAGER** shall ensure the recording of the progress of each Project by a daily log.

21. **PROGRAM MANAGER** shall work to ensure that projected costs for each Project will not exceed approved budget for that Project and provide the **DISTRICT** timely notice of any potential increase in costs in excess of approved budgets provided to **PROGRAM MANAGER**.22. **PROGRAM MANAGER** shall negotiate contractor's proposals and review change orders prepared by Project Architect(s), with Project Architect(s)' input as needed, for approval by the **DISTRICT**'s Governing Board.23. **PROGRAM MANAGER** shall maintain a change order log for each Project and implement procedures to expedite processing of change orders.24. **PROGRAM MANAGER** shall implement procedures for issues identification and resolution of actual or potential claims of the construction contractors, and ensure that all claims against **DISTRICT** are mitigated, eliminated, or settled.25. **PROGRAM MANAGER** shall develop and implement procedures with the assistance and confirmation of the Design Professionals for the review processing of construction contractor(s) applications for progress and final payments for all construction contracts. Coordinate the submittal, review, verification and processing of payment applications for progress and final payment for all Construction contracts.26. In conjunction with the Project Inspector ("PI" or "Inspector") and the Architect(s), **PROGRAM MANAGER** shall monitor Work Of the construction contractors to determine that the work is being performed in accordance with the requirements of the respective construction contracts. As appropriate, with

assistance of Project Architect(s) and PI, make recommendations to **DISTRICT** regarding special, inspection or testing of work that is not in accordance with the provisions of the construction contract documents. **PROGRAM MANAGER** shall establish and implement a quality Control program to monitor the quality and workmanship of construction for conformity with: (a) accepted industry standards; (b) applicable laws, rules, or ordinances; and (c) the design documents, to guard **DISTRICT** against defects in the work of the Construction contractors. Where the work of a construction contractor does not conform as set forth above, **PROGRAM MANAGER** shall, with the input of Project Architect(s), reject the non-conforming work and ensure that the construction contractor(s) corrects the work.

27. **PROGRAM MANAGER** shall provide responses to, and maintain logs of requests for information from construction contractor(s), based on information obtained from the Architect(s).
28. **PROGRAM MANAGER** shall establish and implement procedures, in collaboration with the Design Professionals, for expediting the processing and approval of shop drawings, product data samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the Design Professional(s) for review and approval. Maintain submittal and shop drawing logs.
29. **PROGRAM MANAGER** shall record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
30. **PROGRAM MANAGER** shall prepare and distribute monthly project status reports for each active Project and the Program, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of requests for information ("RFI's"), change orders and submittals.
31. The **PROGRAM MANAGER** shall interpret and decide matters concerning the performance of the **DISTRICT**, Master Architect, Project Architects, and Contractors under the requirements set forth in the Construction Documents upon written request from the **DISTRICT**, Master Architect, a Project Architect or a Contractor. The **PROGRAM MANAGER's** response to such requests shall promptly be made in writing.
32. Interpretations and decisions of the **PROGRAM MANAGER** shall be consistent with the intent of, and reasonably inferable from, the Construction Documents and shall be in writing or in the form of drawings within five (5) Working Days from the date a request for interpretation or information is received by the **PROGRAM MANAGER**.

33. The **PROGRAM MANAGER** shall report to the **DISTRICT** known deviations from the Construction Documents and from the most recent schedules and budgets submitted by the Contractors. The **PROGRAM MANAGER** shall not have control over, or charge of, and shall not be responsible for any acts or omissions of Project Architects, Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
34. The **PROGRAM MANAGER** shall not issue change orders to the Project Architects or Contractors without District's prior written consent.
35. The **PROGRAM MANAGER** shall, on a monthly basis, review the progress of each Contractor for all Projects, shall evaluate the percentage complete of each Construction activity as indicated in the Contractors' Construction Schedule and shall review such percentages with the Contractors. This evaluation shall serve as data for input to the periodic **PROGRAM MANAGER** Schedule Report that shall be prepared and distributed to the **DISTRICT**. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The **PROGRAM MANAGER** shall advise and make recommendations to the **DISTRICT** concerning the alternative courses of action that the **DISTRICT** may take in its efforts to achieve compliance by the Contractor.
36. The **PROGRAM MANAGER** shall prepare and distribute the Progress Payment Reports to the **DISTRICT** for each Project. The Reports shall state the total Construction price, payment to date, current payment requested, retention and actual amounts owed each period. A portion of this Report shall be a Certificate of Payment that shall be signed by the **PROGRAM MANAGER** and delivered to the **DISTRICT** for use by the **DISTRICT** in making payments to the Contractors.
37. The **PROGRAM MANAGER** shall prepare and distribute Project Cost Reports during the Construction Phase for each Project. The Reports shall specify actual Project and Construction Costs compared to the **DISTRICT**-approved Construction Cost Budget for each Project and overall Master Budget.
38. **PROGRAM MANAGER** shall maintain at the Project site and, if necessary, **PROGRAM MANAGER's** office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions that are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to **DISTRICT**. Contractor shall bear responsibility for formal "as-built" documents.

39. **PROGRAM MANAGER** shall observe, with **DISTRICT's** maintenance personnel, the construction contractor's checkouts of utilities, operational systems and equipment, and start-up and testing. Maintain records Of start-up and testing as provided by the construction contractor(s), ensure **DISTRICT** of compliance with applicable provisions of the contract(s).
40. At substantial completion of the Project or designated portions thereof **PROGRAM MANAGER** shall assist the Project Architect(s) in the preparation of a list of incomplete or unsatisfactory items ("punch list work") and a schedule for the completion of the punch list work. Coordinate construction contractors' performance and completion of punch list work. Review, with the Project Architect(s) and **DISTRICT**, the completed punch list work. Ensure, with Project Architect(s) input, that completed punch list work complies with applicable provisions of the Construction contract(s).
41. **PROGRAM MANAGER** shall determine, with the Project Architect(s) and **DISTRICT**, when the Project or designated portions thereof are substantially complete.

H. SUBSTANTIAL COMPLETION

Prior to the issuance of a Certificate of Substantial Completion, if any, the **PROGRAM MANAGER** shall, in consultation with the Project architect(s) and PI, ensure the preparation of a list of incomplete work or work which does not conform to the requirements of the contract documents. This list shall be attached to the Certificate of Substantial Completion, if any.

I. FINAL COMPLETION

The **PROGRAM MANAGER** shall consult with the Design Professional(s), PI and the **DISTRICT** and shall determine when the Project and the contractor's work are finally completed. The **PROGRAM MANAGER** shall assist with the issuance of a Certificate of Final Completion, and shall provide to the **DISTRICT** a written recommendation regarding payment to the contractors.

At the conclusion of corrective action for all punch-list items, the **PROGRAM MANAGER** shall coordinate a final comprehensive review of the Projects and shall report the results of that review to the **DISTRICT**. The **PROGRAM MANAGER's** reports will indicate whether the **PROGRAM MANAGER**, the Project Architects, and the Inspectors of Record find the Work performed acceptable under the Construction Documents and the relevant Project data, and will make recommendations as to final payment and the Notice of Completion to the Contractor. Following issuance of a recorded Notice of Completion of Project or a designated portion thereof, the **PROGRAM MANAGER** shall evaluate the completion of the Work of the Contractors and make recommendations to the Project Architects as to when the **DISTRICT** may file

APPENDIX 1 to EXHIBIT A

	<u>Program Management Services</u>	<u>Construction Management Services</u>
A. Measure M (Phase 1A) Projects ¹		
Madera ES	Yes	Yes
Harding ES	Yes	Yes
Stewart ES	Yes	Yes
Hercules ES	Yes	Yes
Montalvin ES	Yes	Yes
Verde ES	Yes	Yes
Peres ES	Yes	Yes
Lincoln ES	Yes	Yes
Riverside ES	Yes	Yes
B. Measure M (Phase IB) Projects ¹		
Bayview ES	Yes	No
Mira Vista ES	Yes	No
Ellerhorst ES	Yes	Yes
Tara Hills ES	Yes	Yes
Sheldon ES	Yes	Yes
Murphy ES	Yes	Yes
Kensington ES	Yes	Yes
Washington ES	Yes	Yes
Downer ES	Yes	Yes
C. Measure D (Phase 1A) Projects ²		
De Anza HS	Yes	Yes
Portola MS	Yes	Yes
Helms MS	Yes	Yes
Pinole MS	Yes	Yes
El Cerrito HS	Yes	Yes
D. Room Ready Projects Throughout the District	Yes	Yes

¹ Includes all associated projects developed as a part of the modernization at each site, including transitional housing and other miscellaneous and related projects.

² Includes all associated projects, or sub-projects, such as traditional housing, separate demolition/pad preparation, on and offsite utilities, fields, parking, courtyards, site work and play areas. The District, at its sole discretion, may delete one of these Projects from the Construction Management Services and reassign the Project to another Construction Manager or utilize an alternate delivery mechanism.

EXHIBIT "B"
CRITERIA AND BILLING FOR EXTRA WORK

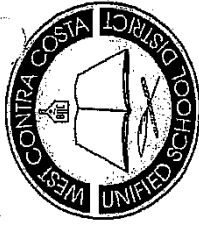
- A. The following extra services to this Agreement shall be performed by **PROGRAM MANAGER** if needed and requested by **DISTRICT**.
1. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection replacement of such work.
 2. Providing services made necessary by the default of contractors, or by major defects or deficiencies in the work of the contractor, or by failure of performance of the **DISTRICT's** consultants; or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
 3. The selection, layout, procurement or specification at the **DISTRICT's** request of movable furniture, furnishings, equipment, or other articles that are not included in the construction contract.
 4. Determining the accuracy of existing drawings.
 5. Providing surveys relative to future facilities, systems or equipment which are intended to be constructed during the Construction Phase.
 6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
 7. Seeking variances or changes to agency guidelines on behalf of the **DISTRICT** when so directed by the **DISTRICT**
 8. Providing coordination of Work or providing services related to Work performed by the **DISTRICT's** own forces.
 9. Preparing to serve or serving as a witness in connection with any public hearing dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of **PROGRAM MANAGER** or where the **PROGRAM MANAGER** is party thereto.
 10. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.
 11. Determining space needs, except for participating in coordination meetings.
 12. Performing technical inspection and testing.

13. Preparing operations and maintenance manuals.
 14. Performing warranty inspections after completion of **PROGRAM MANAGER's** schedule of service attached to Exhibit "C."
 15. Assisting the **DISTRICT** with public relations beyond involvement in public meetings described in Exhibit "A."
 16. The following move-in services: preparing and soliciting responses to requests for proposals; preparing and negotiating contracts; administering contracts; overseeing moving.
 17. Preparing and supporting an interactive construction website for project participants, distinct from the public access status website included in Basic Services.
 18. Conducting partnering sessions.
- B. The rates identified in the Fee Schedule attached to Exhibit "D," which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for extra services.

EXHIBIT "C"
SCHEDULE OF SERVICES

- A. The Schedule of Services shall apply to the completion of all services listed hereunder within the times established by the Agreement. Program Manager shall complete the Services herein in accordance with the District's schedule for the Program and the Staffing Plan which is attached hereto as Exhibit "F."

- B. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement.



**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
MEASURE M AND MEASURE D BOND CONSTRUCTION PROGRAM
MASTER PROGRAM SCHEDULE**

Updated October 5, 2004

	2002	2003	2004	2005	2006	2007	2008
	J	J J	J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D	J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D	J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D	J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D	J F M A M J J A S O N D J F M A M J J A S O N D
MEASURE M							
PHASE 1A							
Madera ES							
Harding ES							
Stewart ES							
Hercules ES							
Montalvin ES							
Verde ES							
Peres ES							
Lincoln ES							
Riverside ES							
PHASE 1B							
Bayview ES							
Mira Vista ES							
Ellerhorst ES							
Tara Hills ES							
Sheldon ES							
Murphy ES							
Kensington ES							
Washington ES							
Downer ES							
PHASE 1A							
MEASURE D							
Middle Schools							
Portola MS							
Helms MS							
Pinole MS							
High Schools							
El Cerrito HS							
ECHS Trans.							
ECHS Gym							
ECHS Demo/Pad							
ECHS Campus							
ECHS Fields							

EXHIBIT "D"
FEE SCHEDULE

A. Compensation

1. The payment of consideration to Program Manager as provided herein shall be full compensation for all of Program Manager's Services incurred in the performance hereof; including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A."** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. Compensation to Program Manager shall be in accordance with the corresponding positions set forth in the Staffing Plan attached hereto as Exhibit "F." Program Manager's compensation shall not exceed the budgeted amounts set forth in the Staffing Plan on either a monthly or a cumulative basis.

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
2. Program Manager shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Program Manager shall submit to the District for approval a copy of the Program Manager's monthly pay request format.

Upon receipt and approval of Program Manager's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice.

EXHIBIT "E"
INSURANCE REQUIREMENTS

- A. Program Manager shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Program Manager, his agents, representatives, employees and consultant(s).
- B. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

Commercial General Liability. One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

1. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
2. **Workers' Compensation.** Statutory limits required by the State of California and
3. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
4. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) for one million dollars (\$1,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter.

C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention:** The Program Manager shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:

The District can accept the higher deductible;

The Program Manager's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

The Program Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, and the District's representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Program Manager; instruments of Service and completed operations of the Program Manager; premises owned, occupied or used by the Program Manager; or automobiles owned, leased, hired or borrowed by the

Program Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to this project, the Program Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Program Manager's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. The Program Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Program Manager shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

The District can accept the lower rating;

Require the Program Manager to procure insurance from another insurer.

- G. **Verification of Coverage:** Program Manager shall furnish the District with:
1. Certificates of insurance showing maintenance of the required insurance coverage;
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

The Seville Group, Inc.
Fees & General Condition Costs

West Contra Costa Unified School District
Effective November 1, 2004

Category	Amount
Total SGI Fees	\$17,119,400
Total SGI General Conditions	\$3,097,500
Total	\$20,216,900

EXHIBIT "E"**INSURANCE REQUIREMENTS**

- A. Program Manager shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Program Manager, his agents, representatives, employees and consultant(s).
- B. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 1. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 - 2. **Workers' Compensation.** Statutory limits required by the State of California and
 - 3. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
 - 4. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) for one million dollars (\$1,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** The Program Manager shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:

The District can accept the higher deductible;

The Program Manager's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

The Program Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, and the District's representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Program Manager; instruments of Service and completed operations of the Program Manager; premises owned, occupied or used by the Program Manager; or automobiles owned, leased, hired or borrowed by the Program Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to this project, the Program Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Program Manager's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. The Program Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Program Manager shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

The District can accept the lower rating;

Require the Program Manager to procure insurance from another insurer.

G. Verification of Coverage: Program Manager shall furnish the District with:

1. Certificates of insurance showing maintenance of the required insurance coverage;
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

Client#: 9237

SEVILGROU

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 12/6/04
PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 626 844-3070	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED The Seville Group, Inc. Seville Construction Services, Inc. 600 So. Lake Avenue, Ste. 401 Pasadena, CA 91106	INSURERS AFFORDING COVERAGE	
	INSURER A: Great American Assurance Co.	
	INSURER B: Hartford Casualty Insurance Co.	
	INSURER C: American Automobile Ins. Co.	
	INSURER D: Illinois Union Insurance Co.	
	INSURER E:	

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TBD	12/07/04	12/07/05	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> BI/PD Ded:2,500				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/POP AGG	\$1,000,000
B	AUTOMOBILE LIABILITY	57UECUP2878	11/14/04	11/14/05	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
A	GARAGE LIABILITY	TBD	12/7/04	12/7/05	AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY	TBD	12/7/04	12/7/05	EACH OCCURRENCE	\$4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$4,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$25000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80924358	08/15/04	08/15/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	OTHER Professional Liability	EONG21655880001	01/31/04	01/31/05	\$1,000,000 per claim	
					\$1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The certificate holder is named as an additional insured as respects general liability for claims arising from the operations of the named insured.

RENEWAL POLICY FOR GENERAL LIABILITY AND UMBRELLA COVERAGE HAVE BEEN BOUND. POLICY (See Attached Descriptions)

CERTIFICATE HOLDER West Contra Costa Unified School District David Johnson 1108 Bissell Avenue Richmond, CA 94801-3135	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Nancy L. Small</i>
---	-------------------------------------	---

DESCRIPTIONS (Continued from Page 1)

NUMBER HAS NOT YET BEEN ASSIGNED. YOU WILL RECEIVE A CERTIFICATE WITH THE NEW POLICY NUMBER AS SOON AS IT HAS BEEN ISSUED.

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

West Contra Costa Unified School District is included as an Additional Insured.

**EXHIBIT "F"
STAFFING PLAN**

G:\Clients\6405\10023\SGI PM-CMAgreement04.0908v3

THE SEVILLE GROUP, INC.
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOND PROGRAM MANAGEMENT TEAM
1300 Potrero Avenue
Richmond, CA 94804
510.412.5657 Tel
510.412.5661 Fax

www.sevillegroup.com



April 13, 2006

Mr. Bill Savidge
Engineering Officer
Facilities Operations Center
1300 Potrero Avenue
Richmond, CA 94804

Dear Mr. Savidge:

Thank you for giving us the opportunity to submit a proposal for Program and Construction Management (PM/CM) Services, including time and materials estimates for the following: 1) Completion of remaining work and final close out of all Measure M Elementary School projects; 2) PM/CM services for all Measure D projects and Downer Elementary School (including fee adjustments for extended construction schedules) and; 3) General Site Work and interior improvements at ten (10) elementary schools and one high school, as follows:

1) Measure M Phase 1A/1B Elementary School Projects (\$1,044,449):

This includes already completed work as well as additional projected hours needed to closeout all Measure M projects. As you know, we have not processed any SGI contract modifications for CM services since the contract novation of November 2004. However, since the approval of the contract novation, an additional \$23 million of construction has taken place at 17 school sites. This additional work includes, among other items, a seismic upgrade at Lincoln Elementary School; a Harding Elementary School Auditorium Renovation; Site work at Montalvin, Verde and Madera Elementary Schools; and portable building installation for temporary housing at various school sites. Moreover, as a result of this additional construction work, the construction schedules for the Modernization and New Construction projects needed to be extended in order to accommodate the additional work.

2) General Site Work and Interior Improvements (\$354,976): includes PM/CM services for Richmond HS Track and Field; site improvements at Harding, Bayview, Mira Vista, Murphy, Montalvin, and Riverside, Sheldon and Tara Hills Elementary Schools; and miscellaneous interior improvements at various school sites.

Innovative Solutions. Proven Experience.



Your Bond Dollars at Work!

SGI Proposal for
Additional Services
Page 2

3) **Measure D Projects & Downer Elementary School (\$1,220,575):** this includes revised time and materials projections for the remaining Measure D projects and Downer Elementary School. These revised time and materials projections take into account the the time delay(s) caused by the miscellaneous geotechnical issue/problems at various Measure D school sites.

Our Program and Construction Management services include the following tasks/professional responsibilities:

1. Overall Bond Program Management, including implementing and maintaining the District's Master Plan for all bond projects.
2. Tracking all Bond project budgets, commitments, expenditures and projecting future potential commitments.
3. Coordinating Architects and Engineers in the development of final plans and specifications for bidding
4. Review, coordinate and distribute construction documents prior to bidding
5. Coordinating bidding process, and reviewing and awarding of contract(s) to successful bidders
6. Construction Management during the construction phase
7. Project Close-Out

In addition to the above responsibilities, services will also include the initiation of contracts/purchase orders, processing invoices and coordinating, approving and processing change orders for the remaining Measure M projects and for the Measures D and J projects through February 2008.

SGI FEES

This time and materials proposal for the above mentioned work is in the amount of \$2,620,000. Attached you will find a detailed time and materials breakdown for each school site, to cover additional projected time and materials, as well as already completed work. Moreover, please note that these time and materials projections utilize our current hourly rate schedules.

If you have any questions regarding this proposal, please contact me at your convenience.

Sincerely,

Lance Jackson
Bond Program Manager

/attachment

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** May 3, 2006
From: ~~W~~Vince Kilmartin **Agenda Item:** CI E.25
Associated Superintendent for Operations
Core Value: Provide safe and nurturing facilities that are conducive to successful learning, teaching, working and participation. **Strategic Priority:** Facilities
Subject: Amendment to Seville Group Contract for Program, Project, and Construction Management

Background information: The Seville Group ("SGI") is a key component of the District's Bond Construction Program. They are providing full Program, Project, and Construction Management services to the District for the Measure M and D projects. This proposed contract amendment would provide for the following adjustments:

1. Increased compensation for Construction Management on Measure M Phase 1A and 1B projects due to extended schedules and added scope to complete the work;
2. Increased compensation for additional projects, or new increments of previous projects, requiring Construction Management services not included in SGI's original contract, including Richmond HS Track and Field, Harding Sitework, Montalvin Sitework, Interior Improvements at Multiple Sites Project, Bayview Sitework, Murphy Sitework, Tara Hills Sitework, Sheldon Sitework, Riverside Sitework;
3. Increased compensation for Program Management services to complete Measure D with consideration of new extended timelines due to project schedule extensions.

The proposal also includes SGI's assumption of Program Management services for new Measure J projects at no additional cost during the period when their staff is under contract for these services to complete the Measure D projects. Future costs upon the completion of Measure D timeframe will be forthcoming.

Recommendation: Approve contract amendment.

Fiscal Impact: Total amendment costs by this action \$2,620,000. Project budgets will be adjusted to reflect these approvals, with reporting in the yearly Facilities Program Budget update.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

Amendment #1

Exhibit A

S&G Contract & Contract Modifications
Staffing Plan Schedule
By Project

No.	Employee	Original Finish Date	Current Finish Date	2007												2008												2009												2010												2011											
				J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Program Management																																																															
1	Debra Jackson Program Director	12/31/2007	2/28/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
2	Paul Parra Deputy/Pre-Construction	3/31/2008	2/28/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
3	Rob Bayne Project Controls Engineer	3/31/2008	2/28/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
4	Dan Kyu Project Controls Engineer	12/31/2007	2/28/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
5	Solby Tee Vong Project Engineer	12/31/2008	2/28/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
6	April Clement Project Engineer	12/31/2007	2/28/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
7	Karin Nassab Deputy / Construction	3/31/2008	2/28/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
Construction Management																																																															
Dawson ES																																																															
8	Joia Chapp Sr. Construction Manager	12/31/2008	7/31/2008	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]											
9	Cesar Monterrosa Project Engineer	12/31/2008	7/31/2008	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]											
El Centro HS																																																															
10	Lew Brower Sr. Construction Manager	12/31/2008	5/31/2009	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
11	Aryan Heydari Construction Manager	12/31/2007	10/31/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
12	Hector Deleon Project Engineer	12/31/2007	7/31/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
Pinolis MS																																																															
13	Lester LaBuis Sr. Construction Manager	12/31/2007	10/31/2009	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
14	Herman Blackmon Jr. Construction Manager	12/31/2007	7/31/2009	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
Helms MS																																																															
15	Elean Comrie Sr. Construction Manager	7/31/2008	7/31/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
16	Laren Power Project Engineer	12/31/2007	12/31/2009	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
Portola Middle School																																																															
17	Vacant Sr. Construction Manager	4/30/2008	3/31/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
18	Vacant Project Engineer	12/31/2007	10/31/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
ES Site Work / Field Projects																																																															
19	Sonji White Construction Manager	12/31/2007		[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]											
	Hector Deleon Project Engineer	12/31/2007		[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]											
Community Kitchens																																																															
	Jose Chapp Bid Package: 2, 3 & 4	9/30/2007		[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
	Cesar Monterrosa Bid Package: 2, 3 & 4	9/30/2007		[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
	Sonji White Bid Packages 3 & 6	12/31/2007		[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
	Elean Comrie CM Services: Bid Package: 1 Schools Design Coordination	6/30/2007		[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
		6/30/2007		[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											

No.	Employee	Original Finish Date	Current Finish Date	2007												2008												2009												2010												2011											
				J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
General Condition Reimbursables																																																															
Program Management																																																															
1	Kevin Baraire Project Controls Specialist	12/31/2009	9/30/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
2	Winson Thai Network Administrator	12/31/2009	9/30/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											
3	Imelda Sanchez Receptionist	12/31/2009	9/30/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]											

Legend: [Solid Black] Measure M & D Base Contract [Hatched] Measure M & D Project Extensions [Diagonal Lines] Additional Services And Extensions

(1) Add Service/Board Of Education Approval Date 5/3/2007 See Attachment B Measure M & D Project Extensions
 (2) Add Service/Board Of Education Approval Date 5/3/2007 See Attachment B Site Work / Field Projects
 (3) Add Service/Board Of Education Approval Date 3/7/07 See Attachment C Community Kitchen Projects at 17 School Sites

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

**AMENDMENT #1
to**

**AGREEMENT FOR "PROGRAM, PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES
RELATED TO DISTRICT BOND PROGRAM"**

with

THE SEVILLE GROUP

**Original Contract approved by the Board of
Trustees on
October 13, 2004.**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

This Amendment is made as of April 17, 2007, confirming two actions of the West Contra Costa Unified School District Board of Trustees, to the "Agreement for Program, Project and Construction Management Services" between the West Contra Costa Unified School District and The Seville Group.

1. Amendment #1 confirms the action of the Board of Trustees of May 3, 2006. This action provides for:
 - a. "Increased compensation for Construction Management on Measure M Phase 1A and 1B projects due to delays in completion of the work;"
 - b. "Increased compensation for additional projects, or new increments of previous projects, requiring Construction Management services not included in SGI's original contract, including Richmond HS Track and Field, Harding Sitework, Montalvin Sitework, Interior Improvements at Multiple Sites Project, Bayview Sitework, Murphy Sitework, Tara Hills Sitework, Sheldon Sitework, Riverside Sitework;"
 - c. "Increased compensation for Program Management services to complete Measure D with consideration of new extended timelines due to project delays."
2. Amendment #1 also confirms the action of the Board of Trustees of May 3, 2006. This action provides for:
 - a. "The proposal also includes SGI's assumption of Program Management services for new Measure J projects at no additional cost during the period when their staff is under contract for these services to complete the Measure D projects."
3. Amendment #1 also confirms the action of the Board of Trustees of September 20, 2006. This action confirmed that Seville Group is uniquely qualified to provide Program Management services to the District for Measure J projects. In addition, this action confirmed that The Seville Group would provide these services without additional compensation during the period when their staff was providing Program Management services up to the current end date of Program Management staffing in February 2008.

The increased compensation noted above is as defined in The Seville Group revised staffing plan, dated March 15, 2007, attached as "Amendment #1: Exhibit A." This exhibit shall supercede the existing staffing plan of the Agreement. The scope of work and schedule of services are modified by the new "Exhibit A" attached to this amendment. All other terms and conditions of the agreement and associated exhibits shall remain in force.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

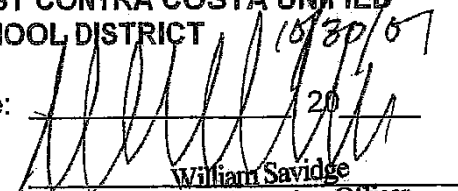
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**WEST CONTRA COSTA UNIFIED
SCHOOL DISTRICT**

Date:

By:

Title:

10/30/07


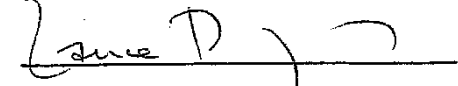
William Savidge
District Engineering Officer
WCCUSD

THE SEVILLE GROUP

Date:

By:

Title:

OCTober 29th, 2007


Band Program Mgr.

ORIGINAL DRAFT APRIL 17, 2007 EXECUTION DRAFT OCTOBER 29, 2007

Exhibit F14-02

**AGREEMENT FOR PROGRAM, PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
SEVILLE GROUP, A CALIFORNIA CORPORATION,
DOING BUSINESS AS
SGI, CONSTRUCTION MANAGEMENT**

**AGREEMENT FOR PROGRAM, PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
SGI CONSTRUCTION MANAGEMENT**

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AGREEMENT FOR PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Program, Project and Construction Management Services ("Agreement") is made as of the 1st day of Oct., 2013, between the **West Contra Costa Unified School District** ("District") and **Seville Group, a California corporation, dba SGI, Construction Management** ("Construction Manager") (collectively, the "Parties"), for the following project(s) (collectively the "Project"):

The construction management and administration of the following projects, which are part of the District's Measures D and E Bond Program ("Program") (See Exhibit "A" for Projects and scope).

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Construction Manager shall invoice for each component separately and District shall compensate Construction Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. DEFINITIONS

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s). The Architect is a member of the Design Team
 - 1.1.3. **Construction Manager:** The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Construction Manager.
 - 1.1.4. **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.5. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Design Team, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Program Manager, the Design Team, the Construction Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
 - 1.1.6. **Consultant(s):** Any and all consultant(s), sub-consultant(s),

subcontractor(s), or agent(s) to the Construction Manager.

- 1.1.7. **Design Team:** The architect(s), engineer(s), and other designer(s) that the District designates as designing all or a portion of the Project, including all consultants to the architect(s), engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
- 1.1.8. **DSA:** The Division of the State Architect.
- 1.1.9. **Extra Services:** Extra Services are defined in Article 7 and **Exhibit "B."**
- 1.1.10. **Fee:** The Construction Manager's Fee is defined herein, payable as set forth herein and in **Exhibit "D."**
- 1.1.11. **Program Manager:** Any program manager hired to perform program management services under for the District, including all Consultant(s) to the Program Manager. If no Program Manager is hired by the District for the Project(s), then all references to "Program Manager" shall be read and interpreted as the District.
- 1.1.12. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Construction Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

Article 2. SCOPE, RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

- 2.1. **Scope:** Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that the Construction Manager's Services described herein are based on a construction manager / general contractor structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / multiple-prime structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 2.2. **Coordination:** In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.
- 2.3. **Construction Manager's Services:** Construction Manager shall act as the District's agent to render the services and furnish the work as described in

Exhibit "A," which will commence upon the receipt of a Notice to Proceed signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

Article 3. CONSTRUCTION MANAGER STAFF

- 3.1. The Construction Manager has been selected to perform the work herein because of the skills and expertise of key individuals as set forth within the guidelines and parameters of the RFP/RFQ, ("Minimum District Requirements").
- 3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:
- | | |
|-----------------------|---------------|
| Principal In Charge: | Lance Jackson |
| Project Director: | Karim Nassab |
| Program Manager: | Juan Garrahan |
| Dep. Program Manager: | Tim Peel |
- 3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

Article 4. SCHEDULE OF WORK

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

Article 5. CONSTRUCTION COST BUDGET

- 5.1. The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Design Team and the District

throughout the design process and construction.

- 5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.3. Construction Manager shall work appropriately with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in Exhibit "A," so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Construction Manager shall notify the District if it believes the construction cost of the work by the Project design profession(s) will exceed the Construction Cost Budget. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.
- 5.4. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.
- 5.5. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted 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 proposals are sought.
- 5.6. If any of the following events occur:
 - 5.6.1. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget, or
 - 5.6.2. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or
 - 5.6.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:
 - 5.6.3.1. Give the Construction Manager written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.6.3.2. Authorize the Construction Manager to re-negotiate, where appropriate, re-bid on or more Projects within three (3) months time (exclusive of District and other agencies' review time).

5.6.3.3. Terminate this Agreement if the Program is abandoned, without further obligation by either party.

5.6.3.4. Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding, with Construction Manager's performing cost estimating, value engineering, and/or bidding support at no additional cost to the District.

5.7. The Construction Cost Budget shall be reconciled at the completion of each design phase.

Article 6. FEE AND METHOD OF PAYMENT

6.1. District shall pay Construction Manager for all services contracted for under this Agreement on an hourly basis pursuant to the Fee Schedule attached to **Exhibit "D."**

6.2. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's errors or omissions.

6.3. The Construction Manager's Fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, personal equipment, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

Article 7. PAYMENT FOR EXTRA SERVICES

7.1. District-authorized Services outside of the scope in **Exhibit "A"** are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.

7.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost must be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

Article 8. OWNERSHIP OF DATA

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

Article 9. TERMINATION OF AGREEMENT

- 9.1 If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination. District shall have the right to withhold payment and deduct any amounts reasonably equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager, pending resolution of the dispute. In no event shall the District have the right to terminate the Agreement for its own convenience. Construction Manager shall only be terminated for cause, as set-forth herein.
- 9.2 The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.3 Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4 If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the Fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.5 If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

Article 10. INDEMNITY

- 10.1. To the furthest extent permitted by California law, Construction Manager shall

defend, indemnify and hold free and harmless the District, its agents, representative, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the services, the Project, or this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.

- 10.2. Construction Manager shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Construction Manager shall also reimburse District for the cost of any settlement paid by District arising out of any Claim, reasonably related to Construction Manager's scope of services under this contract. Construction Manager shall reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Construction Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the indemnified parties.

Article 11. FINGERPRINTING

- 11.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Construction Manager and its subcontractors and employees will have only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.
- 11.2. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 11.3. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

Article 12. RESPONSIBILITIES OF THE DISTRICT

- 12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.
- 12.2. The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4. The District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.5. The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.
- 12.6. During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 12.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. LIABILITY OF DISTRICT

- 13.1. Other than as provided in this Agreement or California law the District shall not be liable, regardless of whether any claim is based on contract or tort, for any consequential damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by intentional misconduct, recklessness or gross negligence shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.4. To the extent permitted law and reasonably obtaining insurance policies, the Construction Manager hereby waives any and all additional recovery from the

District under this Agreement, which loss or damage is already covered and paid by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

Article 14. INSURANCE

- 14.1. Construction Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees and sub-consultant(s).
- 14.2. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 14.2.1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 14.2.2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- 14.2.3. **Workers' Compensation.** Statutory limits required by the State of California and
- 14.2.4. **Employer's Liability.** Two million dollars (\$2,000,000) per accident for bodily injury or disease.
- 14.2.5. **Professional Liability.** This insurance shall cover the Construction Manager and his/her sub-consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 14.3. The District reserves the right to modify the limits and coverage described herein, with appropriate credits or changes to be negotiated for such changes.
- 14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or

eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 14.5. Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form
- 14.5.2. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 14.5.3. For any claims related to this project, the Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.
- 14.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 14.5.5. The Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 14.6. Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.
- 14.7. Verification of Coverage:** Construction Manager shall furnish the District with:
- 14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;
- 14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person

authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

Article 15. NONDISCRIMINATION

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. COVENANT AGAINST CONTINGENT FEES

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. ENTIRE AGREEMENT/MODIFICATION

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Construction Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Construction Manager specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

Article 18. NON-ASSIGNMENT OF AGREEMENT

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

Article 19. LAW, VENUE

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this

Agreement shall be determined and governed by the laws of the State of California.

- 19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. ALTERNATIVE DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 21. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 22. EMPLOYMENT STATUS

- 22.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 22.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact

by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (and offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).

- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. WARRANTY OF CONSTRUCTION MANAGER

- 23.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 23.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 23.3. Construction Manager certifies that it is aware of the provisions of Division 2, Part 1 of the Labor Code of the State of California that requires employers to pay employees in full and on time and will abide by those provisions and ensure that employees shall be paid timely pursuant to a reasonable payroll schedule for time worked.
- 23.4. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

Construction Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

Article 25. COMMUNICATIONS / NOTICE

Communications between the Parties to this Agreement may be sent to the following addresses:

<p><u>District</u> West Contra Costa Unified School District 1400 Marina Way South Richmond, CA 94804 ATTN: Director of Facilities and Construction</p>	<p><u>Construction Manager</u> Seville Group, a California corporation, dba SGI, Construction Management 199 S. Hudson Ave. Pasadena, CA 91101 ATTN: Lance Jackson</p>
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The Parties, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 26. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Construction Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Construction Manager's good faith efforts to meet these goals.

Article 27. OTHER PROVISIONS

- 27.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 27.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for

California school districts at or around the same time and in or around the same geographic area of the District.

27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

Dated: 10-10-13,
2013

Dated: 10/9/13,
2013

West Contra Costa Unified School District

**Seville Group, a California corporation,
dba SGI, Construction Management**

By: *Bruce Harter*

By: *[Signature]* 10/9/13

Print Name: Bruce Harter

Print Name: LANCE R. JACKSON

Print Title: Superintendent

Print Title: Chief OPERATING OFFICER

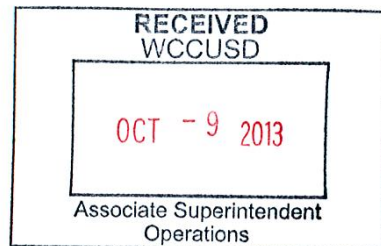


EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

1.	BASIC SERVICES	A-1
2.	GENERAL PROGRAM SERVICES	A-3
3.	PRECONSTRUCTION PHASE	A-3
4.	PRE-BID PHASE	A-5
5.	BIDDING PHASE	A-6
6.	CONSTRUCTION PHASE	A-6
7.	PROJECT COMPLETION	A-8
8.	FINAL DOCUMENTS	A-9
9.	WARRANTY	A-9
10.	AUDIT	A-9

EXHIBIT "A"**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER**

Construction Manager shall provide the professional services herein and as necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Within the guidelines and parameters of the RFP/RFQ, ("Minimum District Requirements"), Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the Site Committee meetings, and of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in the deliverables it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.8. At the request of the District, develop a Management Information System (MIS) to assist in establishing communications between the District, Construction Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall

- Interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
 - 1.10. Prepare a bidders list for each bid package for approval by District.
 - 1.11. Assist the District in pre-qualifying bidders if prequalification is desired by the District. This service shall include the following:
 - 1.11.1. Preparation and distribution of prequalification questionnaires;
 - 1.11.2. Receiving and analyzing completed questionnaires;
 - 1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and
 - 1.11.4. Preparing recommendations for the District.
 - 1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
 - 1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
 - 1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the Design Team and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
 - 1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Budget and other Project costs shall be adjusted as indicated in the Agreement.
 - 1.16. Provide and maintain a management team on the Project sites as directed by the District.
 - 1.17. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
 - 1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
 - 1.19. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.

- 1.19.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, this coordination shall be at no additional cost to the District.
- 1.20. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, this direction and planning shall be at no additional cost to the District.
- 1.21. Construction Manager is NOT responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required and Construction Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:
- 1.21.1. Ground contamination or hazardous material analysis.
- 1.21.2. Any asbestos testing, design or abatement.
- 1.21.3. Compliance with the CEQA, except that Construction Manager shall provide current information for use in CEQA compliance documents.
- 1.21.4. Historical significance report.
- 1.21.5. Soils investigation.
- 1.21.6. Geotechnical hazard report.
- 1.21.7. Topographic survey, including utility locating services.
- 1.21.8. Other items specifically designated as the District's responsibilities under this Agreement.
- 1.21.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its Design Team.

- 2.2. **Review of existing systems, policies, procedures and personnel:** Annually review existing systems, policies, procedures and personnel. In particular, Construction Manager will review the existing implementation of Primavera Project Management, Contract Management and Info maker at a District office. Construction Manager shall work with District's employees and consultants to finalize the overall system design. Work product shall include, but not be limited to, Primavera Contract Management configuration support, review of business processes, assigning "source, use and responsibility" for information elements, and documentation of business processes and program operation at the District level.
- 2.3. **Scheduling:** Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 2.3.1. Construction Manager must have comprehensive knowledge of Primavera Project Management and Primavera Contract Management implementation and operation in a network environment.
- 2.4. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.4.1. Implement cost control report templates specific to Primavera Project Management and Primavera Contract Management at the local District level. Resident data will be incorporated into the reporting module so that project and program cost reports will be available by hard copy and on line to central office management. Work product will show the form and format of comprehensive cost reports that detail budget, commitment, expenditures and forecasts.
- 2.4.2. Assist District staff and consultants to develop and implement a Central Program Reports Data Base (CPRDB) that will integrate with existing master database models. The CPRDB will include information from other applications, and will provide a complete, user-friendly report writer function, including ease of use in changing column headings, sort sequences, filters and summaries. The CPRDB will be SQL and ODBC compliant in order to provide transparency of data access through MS Excel, MS Access, Crystal Reports, Primavera Systems and other similar tools. The CPRDB will also enable the archiving and period stamping of records to enable month-to-month comparisons. The analytical data will be refreshed on a periodic basis determined by restrictions of the native source or by business imperatives.
- 2.5. **Communications to Board:** The Construction Manager may be required to attend each meeting of the District's Board of Education, and to provide updates at each meeting. In addition, the Construction Manager shall attend District committee meetings, Citizen Bond Oversight Committee ("CBOC") meetings, or other Project-related meetings within the community.
3. **PRECONSTRUCTION PHASE**
- 3.1. Provide overall coordination of the Project; serve as the focal point of

communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to District and Project Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project Design Team to the contractor(s).

3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including District, Design Team, and construction contractor(s).

3.3. **Value Engineering.** Provide value engineering at the 100% Design Development Phase and the 50% Construction Document Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and the Design Team. The Construction Manager will prepare a value engineering report that will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

3.3.1. The Construction Manager shall organize and conduct a value engineering workshop for the Project.

3.3.1.1. The Construction Manager shall invite the Design Team to participate in the workshop.

3.3.1.2. Prior to the value engineering workshop, the Construction Manager and the Design Team will provide all participants with a preliminary list of value engineering items for discussion and order of magnitude estimates of cost both for design and construction.

3.3.1.3. The workshop will consist of an initial Project design review, research of alternative solutions, and evaluations of alternatives. The workshop will conclude with a review of design and construction costs, benefits of various items selected, and selection of items to be incorporated into the Project design.

3.3.1.4. The Construction Manager will incorporate the workshop findings into one complete report for submittal to the District and Design Team.

3.3.2. Value engineering is expected to be an ongoing process to determine ways to build a more efficient and economical Project without reducing its quality and meet its goals and objectives.

3.4. **Constructability Reviews.** Perform constructability reviews and site

verification of the Project at the 100% Design Development Phase and at 90% Construction Documents. The Construction Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the design documents. The Construction Manager's actions in reviewing the Project design and design documents, and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Construction Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.

- 3.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with the Design Team and advise and consult with District. Construction Manager shall review and approve contractor(s)' schedules, but shall not dictate any contractor(s)' means and/or methods of performance.
- 3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.7. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.8. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.9. Attend all planning, programming and master site planning meetings relating to the Project.
- 3.10. Provide updated cost estimates for the Project at the 100% Design Development 50% Construction Documents Phase and the 90% or 100% Construction Document Phase as directed by District; coordinate with the Design Team and reconcile cost estimates with Design Team's estimates.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, including design review for adherence to Collaborative for High Performance Schools.

4. PRE-BID PHASE

- 4.1. Develop a master schedule and a construction milestone schedule for the Project.
- 4.2. Construction Manager shall in consultation with District and according to District approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the Design Team to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for District's approval.
- 4.4. Work with the Design Team to separate the construction phase for the Project into bid packages.

5. BIDDING PHASE

- 5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Receive questions from bidders, referring questions to the Design Team and District as required. Coordinate with the Design Team to respond to bidder questions by addenda.
- 5.2. Prepare bid analyses and advise District on compliance of bidders with District requirements and bid requirements. Report and recommend to District after review and evaluation. Make recommendations to District for prequalification of bidders and award of contracts or rejection of bids.
- 5.3. Conduct post bid, pre-award conferences with successful bidders.
- 5.4. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.

6. CONSTRUCTION PHASE

- 6.1. Administer the construction contracts.
- 6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District. Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

- 6.4. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and the Design Team.
- 6.5. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.
- 6.6. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 6.7. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 6.8. Develop, implement, and coordinate with assistance from the District, the Design Team, and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 6.9. The Construction Manager shall review the Contractor(s)' Safety Program submittals and review and document the implementation of the Contractor(s)' Safety Program. The Construction Manager shall report any observed deviations from the Contractor(s)' Safety Program and applicable CalOSHA requirements to the appropriate contractor personnel and follow-up with a written safety notice to both the contractor and the District. Neither the Construction Manager nor the District shall be responsible for or have any liability for contractors(s) failure to provide, comply with or enforce said safety programs.
- 6.10. Record the progress of the Project by a daily log.
- 6.11. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 6.12. Negotiate contractor's proposals and review change orders prepared by the Design Team, with the Design Team's input as needed, for approval by the District's representative and the governing board.

- 6.13. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.14. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 6.15. Assist District in selecting and retaining special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, surveyors, and testing laboratories, and coordinate their services.
- 6.16. In conjunction with the Inspector and the Design Team, monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the Construction Documents. As appropriate, with assistance from the Design Team and the Inspector, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the construction Contract Documents.
- 6.17. To protect District against defects in the work of the construction contractor(s), Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.17.1. Accepted industry standards;
 - 6.17.2. Applicable laws, rules, or ordinances; and
 - 6.17.3. The design documents and Contract Documents;
 - 6.17.4. Where the work of a Construction contractor does not conform as set forth above, Construction Manager shall, with the input of the Design Team;
 - 6.17.5. Notify the District of any non-conforming work observed by the Construction Manager;
 - 6.17.6. Reject the non-conforming work; and
 - 6.17.7. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.18. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.
- 6.19. Establish and implement procedures, in collaboration with the District and the Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.20. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction

contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

- 6.21. Prepare and distribute monthly project status reports for the Project, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of RFIs, change orders, and submittals.
- 6.22. Maintain at the Project site and, if necessary at the District Facilities office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and the Design Team share responsibility to prepare "Record Drawings" and "As-Built" documents.

7. PROJECT COMPLETION

- 7.1. The Construction Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager shall, in consultation with the Architect(s), the Design Team and IOR, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractors' performance and completion of punch list work. The Construction Manager shall review the completed punch list work with the District, the Architect(s), the Design Team and IOR. The Construction Manager shall ensure, with input from these entities, that the completed punch list work complies with applicable provisions of the Construction contract(s).
- 7.3. The Construction Manager shall determine, with the District, the Architect(s), the Design Team and IOR, when the Project or designated portions thereof are complete.
- 7.4. The Construction Manager shall conduct, with the District, the Architect(s), the Design Team and IOR, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of final completion.
- 7.5. The Construction Manager shall consult with the District, the Architect(s), the Design Team and IOR and shall determine when the Project and the

contractor's work are finally completed. The Construction Manager shall assist with the Issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

8. FINAL DOCUMENTS

8.1. The Construction Manager shall review, monitor and approve all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

8.2. The Construction Manager shall use its best efforts and all due diligence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion and DSA's Certification and final approval of the Project.

9. WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. AUDIT

Construction Manager shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Construction Manager transacted under this Agreement. Construction Manager shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Pursuant to Government Code Section 8546.7, this Agreement shall be subject to examination and audit of the State Auditor as specified in the code. Construction Manager shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Construction Manager and shall conduct audit(s) during Construction Manager's normal business hours, unless Construction Manager otherwise consents.

EXHIBIT "B"**CRITERIA AND BILLING FOR EXTRA SERVICES****[THESE TASKS WILL BE "EXTRA SERVICES" FOR ANY HOURLY / T&M FORM OF COMPENSATION]**

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement. The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services:

1. Providing services required because of significant documented changes in the Project Initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project Involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not Included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparing to serve or serving as a witness in connection with any public hearing (except for a contractor's hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto.
7. Performing technical inspection and testing.
8. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project construction management practice.

EXHIBIT "C"

SCHEDULE OF WORK

[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO EXECUTION OF THE AGREEMENT.]

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, personal equipment, per diem expenses, printing, providing, or shipping of deliverables.
2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as the following rates, which include overhead, administrative cost and profit, shall be utilized and shall not be changed for the term of the Agreement. Construction Manager should not bill for more than forty (40) hours a week for services. (Please refer to attached fee schedule - incorporated herein)

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$ _____ .00
Project Director:	\$ _____ .00
Dep. Program Director	\$ _____ .00
Design Manager	\$ _____ .00
Construction Manager (s):	\$ _____ .00
Assistant Construction Manager	\$ _____ .00
Project Engineer	
Other	\$ _____ .00
Other	\$ _____ .00

3. District shall retain two percent (2%) of Construction Manager's fee or Ten Thousand Dollars (\$10,000), whichever is greater, until DSA has closed the project out with certification. Funds retained pursuant to this provision shall be placed in an interest bearing escrow account. Upon submission of final project documents to DSA, fifty percent (50%) of retained funds shall be released.

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to all Consultants and sub-consultants.
4. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.
5. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%) of invoice amount.



Program, Project, and Construction Management Services
 Massachusetts, United States, and International
 (FFS # 07-0112-01)

EXHIBIT "D"

COST AND FEE SUMMARY

Summary

SGI is proposing to perform the assigned work scope on a time and material basis with a not-to-exceed amount based on the required level of effort, the actual timeline of assigned projects, and the following 2013 Fee Schedule by position:

Position/Managerial Grade	Hourly Rate
Principal-in-Charge	\$215.00
Program Director	\$200.70
Deputy Program Manager	\$172.40
Program Manager	\$172.40
Project Manager, Sr.	\$176.30
Controls Manager, Sr.	\$172.40
Project Manager	\$156.00
Controls Manager	\$156.00
Project Controls Engineer, Sr.	\$149.70
Project Controls Engineer III	\$125.00
Project Controls Engineer II	\$85.00
Project Controls Engineer I	\$65.00
Contracts Manager	\$78.00
Contracts Engineer	\$65.00
Document Control Manager	\$78.00
Document Control Engineer	\$65.00
Office Engineer III	\$78.00
Office Engineer II	\$68.00
Office Engineer I	\$58.00
Office Engineer	\$48.00
Compliance Enforcement Manager	\$176.30
Compliance Enforcement Coordinator	\$156.00
Community Outreach Coordinator	\$156.00
Network Systems Administrator	\$80.00
Design Manager	\$172.40
Constructability Review	\$156.00
Design Coordinator	\$155.80
Project Analyst	\$125.00

not included in staffing plans; (c) Insurance in excess of current coverages; (d) Transportation in connection with the project, authorized out of town travel and subsistence, and electronic communications; (e) Fees paid for securing approval of authorities having jurisdiction over the project; (f) Costs of bid advertising; (g) Costs/schedule control software and project management collaboration application software (h) Permits, plans or specifications required by the Client or the Client's other consultants and any other specialty consultants, including all reproductions required by approval authorities having jurisdiction over the Program.

The five year staffing plan shown on the following page is SGI's current estimate based on the timeline provided on the August 15, 2012 pre-bid meeting. These timelines are dependent upon several factors, such as, sequencing the work to level resources throughout the program, and accounting for schedule constraints, including on-going school and future school activities, stakeholder expectations, site access, room for construction, and marshaling of materials and equipment. Accordingly, as these factors change the timeline provided during the pre-bid meeting, the following staffing plan will need to be revised to incorporate the final constructed timelines.

1. SGI is proposing to bill on a time and material basis, with an annual 3% escalation on the hourly rates shown and a 10% mark-up on general conditions.
2. General Conditions Expenses are not included in the hourly rates. These reimbursable expenses typically include: (a) expenses related to project office including rent, utilities, maintenance, furnishings, office equipment, data processing equipment/software, office supplies, telephone systems and related charges; (b) Specialty consultants

EXHIBIT "E"

CERTIFICATIONS

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Construction Manager Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Construction Manager's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Construction Manager's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Construction Manager for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Construction Manager's services under this Agreement and Construction Manager certifies its compliance with these provisions as follows: "Construction Manager certifies that the Construction Manager has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Construction Manager's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

Construction Manager's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Construction Manager's on-site employees of Construction Manager by an employee of Construction Manager, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

[TO BE COMPLETED BY CONSULTANT] I am a representative of the Construction Manager entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Construction Manager.

Date: _____
Name of Construction Manager or Company: _____
Signature: _____
Print Name and Title: _____

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between West Contra Costa Unified School District
("District" or "Owner") and _____ ("Construction
Manager") ("Contract" or "Project").

I _____,
Name Name of Construction Manager

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____,
Name Name of Construction Manager

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I _____,
Name Name of Construction Manager

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Construction Manager: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit F14-03



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
 1108 BISSELL AVENUE
 RICHMOND, CALIFORNIA 94801
 PURCHASING DEPARTMENT
 PHONE (510) 231-1190
 FAX (510) 231-1194

PURCHASE ORDER #

C1140033

**THIS ORDER NUMBER MUST
 APPEAR ON ALL INVOICES,
 PACKING SLIPS, ETC.**

PURCHASE ORDER

ACCEPTANCE OF THIS ORDER IS EXPRESSLY
 LIMITED TO THE TERMS AND CONDITIONS HEREIN

VENDOR:

ORACLE AMERICA INC
 500 ORACLE PKWY
 REDWOOD CITY, CA 94065

SHIP TO:

WCCUSD FACILITIES BOND PROGRAM
 FACILITIES OPERATIONS CENTER
 1300 POTRERO AVENUE
 RICHMOND, CA 94804

VENDOR ID: C001385 FAX#: (408) 642-2847

REQUISITION NUMBER	SITE	REQUESTOR	ORDER DATE	DELIVER ON OR BEFORE
R24768	810/	KYU, DON	02/07/11	
QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	EA	ORACLE SERVICE CONTRACT #4098673 GSA CONTRCT #GS-35F-0009T		
1	EA	20 EACH CSI #16878408 PRIMAVERA CONTRACT MANAGEMENT - APPLICATION USER PERPETUAL - FULL USE	4,256.00	4,256.00
1	EA	20 EACH OF CSI #16878408 PRIMAVERA P6 ENTERPRISE PROJECT PORTOFOLIO MANAGEMENT - APPLICATION USER PERPETUAL - FULL USE	5,852.00	5,852.00
		MK		
			SUB TOTAL:	10,108.00

6159740853 5640 \$ 11,093.53

DISCOUNT:
TAX: 985.53
FREIGHT: 0.00
PO TOTAL: 11,093.53

Submit invoices to ACCOUNTING DEPARTMENT, WEST CONTRA COSTA SCHOOL DISTRICT, 1108 Bissell Ave. Box 4014 Richmond, California, promptly; in case of PARTIAL SHIPMENT submit invoice for goods shipped only. The date for determining terms and discounts will be the invoice date or delivery date of the items ordered, which ever is later. Direct accounting questions to (510) 231-1135.

To conform with I.R.S. regulations your Social Security Number or Federal Tax I.D. Number must be included on your invoice.

Items furnished must comply with all applicable laws, regulations and requirements of responsible governmental agencies pertaining to their use in schools.
 Ship F.O.B. DESTINATION (No shipments will be received after 2:30 p.m., or on Sundays, or Holidays.)
 MSDS (Material Safety Data Sheet) ALL ITEMS must be shipped with its proper MSDS, as required by both state and federal laws.

DIRECTOR GENERAL SERVICES

Exhibit F14-04



Oracle Primavera - Budgetary Estimate

Prepared for

West Contra Costa Unified School District

May 4, 2010

Prepared By:

Michael Dawson
Applications Sales Representative
Oracle – Primavera Global Business Unit
916.756.1242
michael.dawson@oracle.com

Confidentiality Statement

This document contains confidential and proprietary information. The use, disclosure, reproduction, modification, transfer, or transmittal of this document for any purpose without the written permission of Oracle is prohibited.

The content of Oracle's proposal and materials submitted in connection therewith are not intended to be part of any resulting contract without first being negotiated between and agreed to by Oracle.

To: David Page
West Contra Costa Unified School District
Bond Program Management Team
1300 Portreo Ave, Richmond, CA 94804

May 4, 2010

David,

Thank you for taking the time to meet with us and your continued support and consideration of Primavera to meet the project management needs of the West Contra Costa Unified School District. Per your request, we have identified a proposed user configuration and developed a budgetary estimate for the procurement of Oracle Primavera applications to meet the needs of WCCUSD staff.

If you have any questions regarding this document, please feel free to contact me at your convenience.

Best Regards,

Michael Dawson
Applications Sales Representative
Oracle – Primavera Global Business Unit
916.756.1242
michael.dawson@oracle.com

ORACLE PRIMAVERA - BUDGETARY ESTIMATE

Per your request, we have provided budgetary pricing for the procurement of 20 application user licenses of Primavera P6 Enterprise Project Portfolio Management and Primavera Contract Management applications.

The pricing and discounts detailed below are based on the State of California Multiple Award Schedule (CMAS) pricing schedule. The pricing is based on the agency being eligible to purchase off of the CMAS Contract. This budgetary pricing and discount is valid until May 30, 2010

Product Description	Quantity	Price	List Fee	CMAS Discount %	Net Fee
Primavera P6 Enterprise Project Portfolio Management - License Fee	20	\$2,750	\$55,000	51.64%	\$26,599.40
Primavera Contract Manager - License Fee	20	\$2,000	\$40,000	51.64%	\$19,345.00
				Subtotal	\$45,944.40
Annual Support Fee (22%)					\$10,107.80
				Total	\$56,052.20

All fees on this Quoting Document are in US Dollars.

This pricing example is provided for evaluation purposes. This quote is intended to further our discussions, it is not eligible for acceptance by you and is not a part of a binding contract between us for the products and/or services specified. User minimums and licensing rules may apply to the products specified. If you would like to purchase the products and/or services specified in this draft quotation, please ask Oracle to issue you with a formal Quote (which may include an Oracle License and Services Agreement if you do not already have a license agreement with Oracle) for your acceptance and execution and return to Oracle. Your order will be effective only upon Oracle's acceptance of the formal Quote (and the Oracle License and Services Agreement, if required).

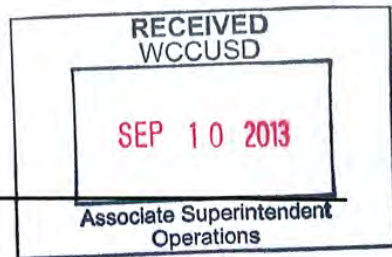
Note:

Annual Software Update and Support is 22% of purchase price of licenses.

Sales Tax and Shipping Charges not included

Exhibit F14-05

West Contra Costa Unified School District
Bond Program



Payment Approval Form

Date: 09/03/2013
 Contractor/Vendor: SGI Seville Group Inc.
 Description: GCR & Reimbursable
 Purchase Order: D1380053 1000000632
 Object Code: 6207
 Invoice Number: # WCC J GCR-1314-02
 Vendor Number: # V006608

RECEIVED
WCCUSD
SEP 10 2013
BOND/FINANCE

Please review the attached Invoice and indicate your approval for payment by signing where indicated below.

	<u>Signature</u>	<u>Date</u>
<u>Bond Program Controls:</u>		9-3-13
<u>Karim Nassab:</u> <u>Bond Program Manager</u>	 (for K. Nassab)	09.03.13
<u>Magdy Abdalla:</u> <u>Facilities</u>		9/9/13
<u>Martin Coyne:</u> <u>WCCUSD Fiscal Services</u>		9/10/13
	JB 9/9/13	
<u>Bill Fay:</u> <u>Associated Superintendent</u>		9-9-13

West Contra Costa Unified School District
Bond Program

Payment History / Approval Form

PROJECT: 615007

INVOICE NUMBER: WCC J GCR-1314-02 **DATED:** 09/03/2013

PROJECT DESCRIPTION:

GCR & Reimbursable

VENDOR / CONTRACTOR:

SIG Seville Group Inc.
1300 Potrero Avenue
Richmond CA 94804

I hereby certify that the following is work performed or services provided by the Vendor / Contractor for the above project for the period 08/01/2013 to 08/31/2013 inclusive, and I hereby recommend that the payment shown below be made to the Vendor / Contractor in accordance with the terms of the agreement.

Total due Vendor / Contractor under original purchase order:	<u>\$3,813,621.00</u>
Purchase Order Increase:	<u>\$.00</u>
Total encumbered to date:	<u>\$3,813,621.00</u>
Previous payment(s):	<u>\$2,491,369.15</u>
Amount of this Invoice:	<u>\$102,251.54</u>
Purchase order balance after this payment:	<u>\$1,220,000.31</u>

Reviewed for accuracy, recommended for payment:

--	--	--	--	--

Reimbursables C#10000000632
PS:01396-61500-97456202-708XXGC

Project Manager:

 (for K. Nassab) 09.03.13
Signature Date



**SGI - General Conditions Reimbursable Backup Data
For Period Covering August 1, 2013 to August 31, 2013**

MASTER

No.	Vendor Name	Invoice No	Invoice Date	Amount	Service Fee @ 10%	TOTAL
1	Alhambra Sierra	5428591 081413	8/19/2013	\$189.77	\$18.98	\$208.75
2	Norco Delivery Services	523085	7/31/2013	\$21.31	\$2.13	\$23.44
3	Norco Delivery Services - WCCUSD	520800	7/28/2013	\$21.31	\$2.13	\$23.44
4	Pitney Bowes Global Financial Services	2917862-AU13	8/13/2013	\$342.26	\$34.23	\$376.49
5	Point Richmond Self Storage	E655 AUG13	8/1/2013	\$179.00	\$17.90	\$196.90
6	Point Richmond Self Storage	E656 AUG13	8/1/2013	\$179.00	\$17.90	\$196.90
7	Silva Cost Consulting, Inc.	7/15/1905	8/1/2013	\$7,000.00	\$700.00	\$7,700.00
8	Silva Cost Consulting, Inc.	2027	8/1/2013	\$2,875.00	\$287.50	\$3,162.50
9	Staples Business Advantage	3206860083	8/10/2013	\$919.65	\$91.97	\$1,011.62
10	Zoom Imaging Solutions, Inc.	1239380	8/21/2013	\$1,009.01	\$100.90	\$1,109.91
11	Verizon Wireless	9710657408	8/26/2013	\$1,173.35	\$117.34	\$1,290.69
12	ProSoft	5785570	8/1/2013	\$57.83	\$5.78	\$63.61
13	Costco	8192013	8/19/2013	\$42.46	\$4.25	\$46.71
14					\$0.00	\$0.00
15					\$0.00	\$0.00
16					\$0.00	\$0.00
17					\$0.00	\$0.00
18					\$0.00	\$0.00
19					\$0.00	\$0.00
20					\$0.00	\$0.00
21					\$0.00	\$0.00
22	SGI Invoice #1314-02	02	8/31/2013	\$78,945.98	\$7,894.60	\$86,840.58
		Receptionist		\$6,218.32		
		Office Engineer		\$6,811.52		
		Admin. Support/Receptionist		\$5,347.65		
		Admin. Support/Receptionist		\$4,342.94		
		Admin. Support/Receptionist		\$5,439.69		
		Enterprise Information Portal Specialist		\$0.00		
		GCR Office Engineer I		\$9,991.48		
		Admin. Support/Receptionist		\$5,444.88		
		GCR Office Engineer I		\$11,200.64		
		Office Engineer		\$4,909.20		
		Network Systems Administrator		\$6,676.50		
		Assistant Administrator		\$6,381.96		
		Office Engineer		\$6,181.20		
					Invoice Total	\$102,251.54

1-800-4-WATERS (1-800-492-8377)

www.AlhambraWater.com

Upcoming Delivery Dates

<u>August</u>	<u>September</u>	<u>October</u>
Monday, 26	Monday, 9 Monday, 23	Monday, 7 Monday, 21

Alhambra We Deliver! **STANDARD**
Bottled Water • Filtration • Coffee

Back to School. Back to the Office. Back to H2O Basics!
Summer's ending & that means vacations give way to packing school and work lunches. Stock up on plenty of individual .5 liter bottles for a convenient way to keep everyone hydrated all day. It's the 0-calorie way to stay refreshed!

Customer Account #: 28217905428591

TASHA JULES
SEVILLE GROUP INC
1300 POTRERO AVE
RICHMOND, CA 94804-3729

Invoice Date: 08-14-13
Invoice #: 5428591 081413
Purchase Order #:

Date	Transaction #	Details	Qty.	Each	Amount
Previous Balance					352.90
07-16-13	PNO CHECK# 0294	Payment - Check - No Check # - Thank You			-172.02
08-09-13	P29614315	Payment - Credit Card - 129041 - Thank You			-180.88
Remaining Balance					0.00
<hr/>					
07-29-13	T132104971003	ALHAMBRA 5G CRYSTAL FRESH DRINKING WATER	10.0	8.89	88.90
		5.0 GALLON BOTTLE DEPOSIT	10.0	0.00	0.00
		5.0 GALLON BOTTLE RETURN	-10.0	0.00	0.00
		ENERGY SURCHARGE	1.0	3.08	3.08
		Rec'd By: Not Available or Refused			
<hr/>					
08-12-13	T132244971004	ALHAMBRA 5G CRYSTAL FRESH DRINKING WATER	11.0	8.89	97.79
		5.0 GALLON BOTTLE RETURN	-11.0	0.00	0.00
		5.0 GALLON BOTTLE DEPOSIT	11.0	0.00	0.00
		Rec'd By: Not Available or Refused			
<hr/>					
Total New Charges					189.77
Bottles On Hand: 5-Gal=22					

Effective 09/11/13, there will be a price increase of \$1.00 per bottle on 5-Gallon and 3-Gallon products. We appreciate the opportunity to serve you and thank you for your continued business.

Previous Balance
\$352.90

Payment
\$352.90

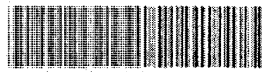
Total New Charges
\$189.77

Pay This Amount
\$189.77

Write the complete account number on your check. Detach remittance and mail with payment in the enclosed envelope. To pay online go to

www.AlhambraWater.com

Alhambra ATHENA BELMONT Crystal (DEPROCK) Hickley Kenwood Mount Olympus RELYANT Sierra Sparkletts STANDARD



28217905428591

Alhambra STANDARD

6750 DISCOVERY BLVD.
MABLETON, GA 30126

A VI130814_BV10-116-000003471

Customer Account #: 28217905428591
Due By: Upon Receipt
Late Fees May Apply After: 09-06-13
Total Amount Due: \$189.77

Check here and see reverse for address and phone corrections.

Check here and see reverse if paying by credit card.



\$

000116 000003471



SEVILLE GROUP INC
ACCOUNTS PAYABLE
199 SOUTH HUDSON AVE # 101
PASADENA, CA 91101

Mail Remittance With Payment To:

ALHAMBRA
PO BOX 660579
DALLAS TX 75266-0579

022210 220110 00282179054285912 0018977 0 0018977 0 1



INVOICE DATE	CUSTOMER
8/10/13	LA 1592969
PLEASE PAY BY	TERMS
9/09/13	Net 30 Days

INVOICE DETAIL

Staples Advantage Federal ID #:04-3390816

THE SEVILLE GROUP
 ACCOUNTS RECEIVABLE
 199 S HUDSON AVE
 PASADENA, CA 91101

SGI CONSTRUCTION MANAGEMENT
 ATTN: IMELDA SANCHEZ
 1300 POTRERO AVE.
 RICHMOND, CA 94804

Bill to Account: @980157

Ship to Account: WEST CONTRA COS

Budget Ctr:
 P O Number:
 Ordered by: IMELDA SANCHEZ

Release:
 Job:

Invoice Number: 3206860083
 Order: 7104154079-000-001
 Order Date: 8/09/13

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	044327	MARKER ULTRA FINE 831-01 BLUE	1		DZ	1	18.99	18.99
2	807771	FOLDR TT GLASS 2EX 1DIV LTR RD	3		BX	3	29.49	88.47
3	044328	MARKER 832-01 ULTRA FINE RED	1		DZ	1	18.99	18.99
4	354744	SPLS 100% RECY PAD WHI NR 12PK	2		DZ	2	13.45	26.90
5	704389	FILE DRAWR PCKTS 5.25 EXP LTR	1		BX	1	16.95	16.95
6	811892	WRISTREST MOUSE PLW BK	1		EA	1	8.95	8.95
7	887832	FLAT FACIAL TISSUE 2PLY WHITE	2		PK	2	8.99	17.98
8	833860	*10 CASES* OF SPLS 8.5X11 COPY	1		PK	1	359.90	359.90
9	887844	LUNCHEON NAPKINS 400SHTS WHITE	3		PK	3	3.99	11.97
10	818902	HEFTY FOAM PLATES, 8 7/8, 100PK	2		PK	2	11.20	22.58
11	512215	SPLS 11X17 COPY CS	1		CT	1	51.99	51.99
12	518703	16 OZ BLUE PLASTIC CUP 50/PK	3		PK	3	7.99	23.97
13	721678	16 OZ BIG DRINK FOAM CUP	1		CT	1	25.99	25.99
14	483018	WITE-OUT CORRECTION TAPE 10PK	1		PK	1	13.99	13.99
15	105833	STAPLES 3X3 PASTEL NOTES, 12PK	1		PK	1	8.69	8.69
16	385323	PAD POST-IT 3X3 POP-UP RULD WY	1		PK	1	8.99	8.99
17	482920	STAPLE REMOVER VALUE PACK	1		PK	1	.79	.79
18	130674	DISPENSER TAPE BLACK 130674	1		EA	1	1.99	1.99
19	382242	ROUND STIC GRIP BP MED BLUE 12	1		DZ	1	1.69	1.69
20	744100	3TAB 14PT MAN FF LTR 50CT	1		BX	1	12.09	12.09
21	236224	NON-DAIRY CREAMER 12 OZ 3 PK	1		PK	1	4.99	4.99
22	382241	ROUNDSTIC GRIP BP MED BLACK 12	1		DZ	1	1.69	1.69
23	167031	STAPLES HIGHLIGHTERS YELLOW DZ	1		DZ	1	2.49	2.49
24	474347	FOLDER ECO 1/3 LTR MA 171-1/3	1		BX	1	5.49	5.49
25	329493	BIN KLEENEARTH STRAIGHT SCISSO	1		PK	1	9.99	9.99
26	920274	SELF-INK REC W/DT STAMP 920274	1		EA	1	9.99	9.99
27	917878	BROTHER TZE-221 9MM BLK ON WHT	1		EA	1	14.99	14.99
28	563033	SPLENDA NO CALORIE SWEETNER	1		BX	1	11.99	11.99
29	797324	EQUAL PACKETS	1		BX	1	6.09	6.09
30	637844	BP MEDIUM DUTY FORKS 300/BX	1		BX	1	7.49	7.49
31	919358	ACCEL 1SUB 8.5X11 NTBK CR RED	3		EA	3	2.49	7.47
32	BTC15577	BIGELOW 6 FLAVOR TEA 168 BAGS	1		CT	1	22.99	22.99

Freight:	.00	Tax: (9.0000 %)	72.13	Sub-Total:	847.52
				Total:	919.65

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4110 Page: 1
 Make checks payable to Staples Advantage, Dept LA PO Box 83689, Chicago IL 60696-3689

Invoice Number Account Number
 9710657408 871593948-00001

Overview of Lines

Charges by Cost Center	Monthly Charges	Usage and Purchase Charges	Equipment Charges	VZW			Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
				Surcharges and Other Credits	Taxes, Governmental and Fees	Third-Party Charges (includes Tax)							
500001-00000-5520													
510-364-2647 Hector Deleon	\$55.09	\$1.99		\$2.53	\$4.32		\$63.93	733		3227KB			
510-376-9911 Roderick Sais	\$55.09			\$2.46	\$4.10		\$61.65	32		1671KB			
510-377-4130 Karim Nassab	\$55.09	\$1.99		\$2.53	\$4.32		\$63.93	422	21	1,709,112KB			
510-377-5014 Winson Thai	\$55.09			\$2.46	\$4.10		\$61.65			798KB			
510-529-1540 Eddie Law	\$55.09			\$2.46	\$4.10		\$61.65	429		1712KB			
510-529-1560 Juan Garrahan	\$55.09			\$2.46	\$4.10		\$61.65	131		555,877KB			
510-542-1860 Terese Sladowski	\$55.09			\$2.46	\$4.10		\$61.65	14		1262KB			
510-542-1867 Timothy Peel	\$55.09			\$2.46	\$4.10		\$61.65	137	8	4314KB			
510-542-4269 Cary Talbott	\$57.09			\$2.46	\$4.10		\$63.65	107		9776KB			
510-542-6118 Toby Black	\$55.09			\$2.46	\$4.10		\$61.65	474	1	2450KB			
510-542-6807 Gaile Suarez	\$55.09			\$2.46	\$4.10		\$61.65	35		2099KB			
510-549-6588 Gregory Smith	\$99.97		\$95.88	\$4.16	\$5.93		\$205.94	19		8025KB			
510-549-6878 Rene Barrera	\$55.09			\$2.46	\$4.10		\$61.65	526		65,278KB			
510-590-7633 Verna Van	\$55.09			\$2.46	\$4.10		\$61.65	73		2738KB			
510-734-2209 Sonya Perkins	\$55.09			\$2.46	\$4.10		\$61.65	638		2489KB			
510-734-2797 Marc Alojopan	\$55.09			\$2.46	\$4.10		\$61.65	481		3292KB			
510-812-0130 Jose Chapa	\$55.09			\$2.46	\$4.10		\$61.65	342		2985KB			
510-812-0132 Inelda Sanchez	\$55.09			\$2.46	\$4.10		\$61.65	181		1573KB			
510-847-7045 Paul Orr	\$55.09			\$2.46	\$4.10		\$61.65	101		3879KB			
Subtotal	\$1,093.59	\$3.98	\$95.88	\$48.58	\$60.17	\$0.00	\$1,322.20						



RICHMOND, CA 94822
 4801 CENTRAL AVE
 RICHMOND, CA 94804
 LA 0 ET 90 022304
 MEMBER #11175602167

E 1767 KS COFFEE 9.49
 E 1767 KS COFFEE 9.49
 E 61451 INBVAR 13.99

VF TOTAL American Express 42.96

XXXXXXXXXX1005
 08/19/13 10:05 AM SWIPED
 Svc# : 00242 Acct# : 403170
 Gen'L Exp: Exp: Recp: 00
 Tran ID# : 32210982400
 Merchant ID : 9954821

APPROVED - DISCOURSE
 AMOUNT: \$42.96
 0482 909 00000004 0151

CHANGE .00
 TOTAL NUMBER OF ITEMS SOLD = 4
 CASHIER: JEE
 874720K 12.35 0482 04 0151 4
 ON TAXES PAID ON ANY LIQUID PURCHASES
 I THINK YOU
 PLEASE COME AGAIN

Exhibit F14-06

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION

AMENDMENT NO #3

TO

AGREEMENT FOR "PROGRAM, PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES
RELATED TO DISTRICT BOND PROGRAM"

WITH

THE SEVILLE GROUP

Original Contract approved by the Board of
Trustees on
October 13, 2004

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION

This Amendment is made as of October 27, 2008, confirming one (1) actions of the West Contra Costa Unified School District Board of Trustees, to the "Agreement for Program, Project and Construction Management Services" between the West Contra Costa Unified School District and The Seville Group.

1. Amendment #3 confirms the action of the Board of Trustees of February 6, 2008. This action provides for:

Increased compensation for Program Management services for Measure J projects not included in SGI's original Contract. Scope of services include: cost tracking, fiscal controls, network administration, document controls, invoice processing, multi-year project budgeting and tracking, bid phase management, contract management, website management, reception, and coordination of services for all of the District's construction projects. The proposal also includes SGI's assumption of providing Program Management services for the remaining Measure M and D projects at no additional cost to the district during the period when their staff was providing Program Management services for Measure J projects up until the current end date of August 2012.

(See Exhibit B)

The increase compensation noted above is as defined in The Seville Group revised staffing plan attached as "Amendment #3: Exhibit A. This exhibit shall supersede the existing staffing plan of the Agreement. The scope of work and schedule of services are modified by the new "Exhibit A" attached to this amendment. All other terms and conditions of the agreement and associated exhibits shall remain in force.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the date(s) indicated below.

WEST CONTRA COSTA UNIFIED
SCHOOL DISTRICT

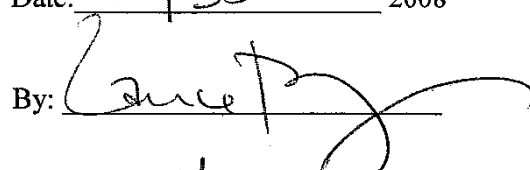
Date: 10/30 2008

By: 
William Savidge
District Engineering Officer
WCCUSD

Title: _____

THE SEVILLE GROUP

Date: 10/30 2008

By: 

Title: SR. VP OPERATIONS

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Amendment # 3

Staffing Plan / Schedule

No.	Employee	Start Date	Finish Date	2008												2009												2010												2011												2012												2013																																				
				J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D																									
Program Management																																																																																																				
1	Lance F. ...	3/1/2008	8/31/2012	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												(B)																								
2	Refael P. ...	3/1/2008	12/31/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												(B)												
3	Rob Payne	3/1/2008	8/31/2012	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												(B)												
4	Don Kya	3/1/2008	7/31/2012	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												(B)												
5	Sekthy Tee Vong	3/1/2008	4/30/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												(B)												
6	April Clement	3/1/2008	12/31/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												(B)												
Construction Management																																																																																																				
7	Karim Nassab	3/1/2008	7/1/2012	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
Downer ES																																																																																																				
8	Jose Chapa	12/31/2006	4/1/2009	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
9	Marc Alojapan	12/31/2006	4/1/2009	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
El Cerrito HS																																																																																																				
10	Lew Brower	12/31/2006	5/31/2008	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
11	Aryan Heydari	12/31/2007	5/31/2009	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
12	Sonya Perkins	10/1/2008	3/1/2010	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
Halma MS																																																																																																				
13	Elena Comrie	7/31/2008	7/31/2010	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
14	Roderick Sias	12/31/2007	12/31/2009	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
Bertola Middle School																																																																																																				
15	Vacant	8/1/2008	7/31/2011	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
16	Vacant	8/1/2009	4/30/2011	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
Pinole MS																																																																																																				
17	Herman Blackman Jr.	12/31/2007	7/1/2010	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
18	Richard Rodgers	12/31/2007	9/30/2008	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
De Anza High School																																																																																																				
19	Jose Chapa/Lew Brower	3/1/2008	8/1/2013	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
18	Lee ...	4/1/2008	11/30/2013	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
Kennedy High School																																																																																																				
20	Lester LaBrel			[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
		8/1/2008	2/1/2009	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												
		3/1/2008	9/1/2009	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												
Richmond High School																																																																																																				
		8/1/2007	3/1/2008	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]																								
		3/1/2008	3/1/2009	[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												[Hatched]												
Dover Elementary School																																																																																																				
		6/1/2008	7/1/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
21	Amancio	12/1/2008	6/1/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
Ford Elementary School																																																																																																				
		6/1/2008	12/31/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
22	Amadco	11/1/2008	2/28/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
Oliver Elementary School																																																																																																				
23	Vacant	10/1/2009	12/31/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
24	Vacant	10/1/2009	12/31/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
Nashom Elementary School																																																																																																				
25	Vacant	10/1/2009	12/31/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
26	Vacant	10/1/2009	12/31/2011	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
Emergency Repair Program																																																																																																				
27	Survey Phase 3	8/1/2008	11/30/2008	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
		7/1/2008	12/31/2009	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								

Gene	Employee	Original Finish Date	Current Finish Date	2008												2009												2010												2011												2012												2013																								
				J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D													
Information Management																																																																																								
1	Kevin Barrios	12/31/2009	9/30/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]																								
2	Winston Thai	12/31/2009	9/30/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												
3	Imelda Sanchez	12/31/2009	9/30/2010	[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												[Solid Black]												

Legend:

- Measure J Program Management Staff
- Measure M Projects
- Measure J Projects
- Other Funded Projects

(B) Board Of Education Approval Date 2/6/2008 Program Management Services Measure J Projects

We. Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 6, 2008
From: Jeff Edmison *[Signature]* **Agenda Item:** CI G.18
Associate Superintendent for Operations
Subject: Measure J Bond Program Management Services Award of Contract

Background Information: The District's Measure J Bond Program has been managed since 2002 by the Seville Group ("SGP"). This company has provided Program Management services which include cost tracking, fiscal controls, network administration, document control, invoice processing, multi-year project budgeting and tracking, bid phase management, contract management, website management, reception, and coordination of services for all of the District's construction projects. These program management services are essential to the functioning of the District's Bond Program.

On October 3, 2007 the Board directed staff to use firms previously pre-qualified in 2002 and 2004 for management services on the District's Measure J Bond Program. This recommendation is made in accordance with that action.

District staff has negotiated a fee for services with a staffing plan prepared by SGI to maintain current levels of service for the Bond Program Management.

Recommendation: Award contract for Measure J Bond Program Management Services to Seville Group ("SGP")

Fiscal Impact: \$7,316,368. Measure J Bond Fund.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____		Seconded by: _____
Approved _____	Not Approved _____	Tabled _____

aif

Exhibit F14-07

West Contra Costa Unified School District
Bond Program

Payment History / Approval Form

PROJECT: 000615

INVOICE NUMBER: WC-J-1112-07

DATED: 02/01/2012

PROJECT DESCRIPTION:

Measure J Program Management

VENDOR / CONTRACTOR:

SGI Seville Group Inc.
1300 Potrero Avenue
Richmond CA 94804

I hereby certify that the following is work performed or services provided by the Vendor / Contractor for the above project for the period 01/01/2012 to 01/31/2012 inclusive, and I hereby recommend that the payment shown below be made to the Vendor / Contractor in accordance with the terms of the agreement.

Total due Vendor / Contractor under original purchase order:	<u>\$4,918,374.00</u>
Purchase Order Increase:	<u>\$.00</u>
Total encumbered to date:	<u>\$4,918,374.00</u>
Previous payment(s):	<u>\$4,634,605.00</u>
Amount of this Invoice:	<u>\$163,410.00</u>
Purchase order balance after this payment:	<u>\$120,359.00</u>

Reviewed for accuracy, recommended for payment:

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Dover ES	115-9741-850-6207	\$44,067.00
Ford ES	124-9741-850-6207	\$31,867.00
King ES	132-9740-850-6207	\$26,617.00
Nystrom ES	144-9740-850-6207	\$3,635.00
Ohlone ES	146-9740-850-6207	\$27,627.00
De Anza HS	352-9741-850-6207	\$25,003.00
El Cerrito HS	354-9740-850-6207	\$4,594.00

Project Manager:



Signature

2-1-12

Date



Invoice # WC-J-1112-07
 Invoice Date: 02/01/12
 Period Ending: 01/31/12

INVOICE
 Measure J - General Program - Fee
 Requisition Number: R14269, R21878 & R29645
 Purchase Order Number: J1080148

Bill To: West Contra Costa Unified School District
 Attn: Magdy Abdalla

Ship To: The Seville Group, Inc.
 Attn: Lance Jackson
 1300 Potrero Ave.
 Richmond, CA 94804

For Architectural & Program/Project Management Services for Measure J Facilities Bond Program
 Period Covering January 1 to January 31, 2012

Accounting Code and School Name	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Total Complete To-Date		Billed through Period		Previous		Current Billing January 2012	
				%	Amount	%	Amount	%	Amount	%	Amount
115 9741 850 6207 Dover ES	\$ 240,107.00	\$ 375,000.00	\$ 615,107.00	93.60%	\$ 575,717.80	86.43%	\$ 531,650.96	7.2%	\$44,067		
124 9741 850 6207 Ford ES	\$ 185,590.00	\$ 360,000.00	\$ 545,590.00	94.36%	\$ 514,822.51	88.52%	\$ 482,955.11	5.8%	\$31,867		
132 9740 850 6207 King ES	\$ 196,908.00	\$ 220,000.00	\$ 416,908.00	98.38%	\$ 410,135.81	91.99%	\$ 383,518.58	6.4%	\$26,617		
144 9740 850 6207 Nystrom ES	\$ 160,156.00	\$ 230,000.00	\$ 390,156.00	99.31%	\$ 387,476.96	98.38%	\$ 383,841.63	0.9%	\$3,635		
146 9740 850 6207 Ohlone ES	\$ 335,672.00	\$ 490,000.00	\$ 825,672.00	95.61%	\$ 789,426.03	92.26%	\$ 761,798.60	3.3%	\$27,627		
214 9740 850 6207 Portola MS	\$ -0-	\$ 150,000.00	\$ 150,000.00	99.39%	\$ 149,086.00	99.39%	\$ 149,086.00	0.0%	\$0		
352 9741 850 6207 De Anza HS	\$ 377,343.00	\$ 1,047,598.00	\$ 1,424,941.00	99.89%	\$ 1,423,429.79	98.14%	\$ 1,398,427.04	1.8%	\$25,003		
354 9740 850 6207 El Cerrito HS	\$ -0-	\$ 80,000.00	\$ 80,000.00	97.60%	\$ 78,077.25	91.86%	\$ 73,485.44	5.7%	\$4,592		
360 9740 850 6207 Kennedy HS	\$ 225,000.00	\$ 70,000.00	\$ 295,000.00	99.97%	\$ 294,913.00	99.97%	\$ 294,913.00	0.0%	\$0		
364 9740 850 6207 Richmond HS	\$ 175,000.00	\$ -0-	\$ 175,000.00	99.96%	\$ 174,927.00	99.96%	\$ 174,927.00	0.0%	\$0		
Total	\$ 1,895,776.00	\$ 3,022,598.00	\$ 4,918,374.00	97.55%	\$ 4,798,012.15	94.23%	\$ 4,634,603.36	3.3%	\$163,410		

Please Pay Current Amount Due: **\$163,410**

Certification:
 All charges contained in this invoice have been incurred in accordance with the Scope of Work and all charges for General Conditions / Reimbursable Expenses are not included in the Seville Group's fees, and The Seville Group, Inc. is entitled to payment for the amount depicted.

(Handwritten signature)
 The Seville Group, Inc.
 Karim Nassab
 Program Manager



MEASURE J
Summary

West Contra Costa Unified School District
Program & Construction Management Fees

Invoice Work Hours By Project Manager
Period Covering January 1 to January 31, 2012
February 1, 2012

Phase	No.	School Site	Total Measure J Invoice
Measure J Phase IA PM	1.	Dover ES	\$44,067
	2.	Ford ES	\$31,867
	3.	King ES	\$26,617
	4.	Nystrom ES	\$3,635
	5.	Ohlone ES	\$27,627
	6.	De Anza HS	\$25,003
	7.	El Cerrito HS	\$4,594
	8.	Kennedy HS	\$0
	9.	Portola MS	\$0
			\$163,410

Exhibit F14-08

West Contra Costa Unified School District
Bond Program

Payment History / Approval Form

PROJECT: 615007

INVOICE NUMBER: WC-J-1213-10

DATED: 05/01/2013

PROJECT DESCRIPTION:

Program Management

VENDOR / CONTRACTOR:

SGI Seville Group Inc.
1300 Potrero Ave.
Richmond CA 94804

I hereby certify that the following is work performed or services provided by the Vendor / Contractor for the above project for the period 04/01/2013 to 04/30/2013 inclusive, and I hereby recommend that the payment shown below be made to the Vendor / Contractor in accordance with the terms of the agreement.

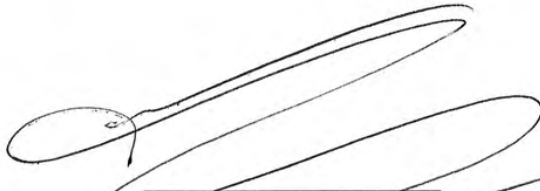
Total due Vendor / Contractor under original purchase order:	<u>\$517,128.00</u>
Purchase Order Increase:	<u>\$.00</u>
Total encumbered to date:	<u>\$517,128.00</u>
Previous payment(s):	<u>\$62,782.00</u>
Amount of this Invoice:	<u>\$147,964.00</u>
Purchase order balance after this payment:	<u>\$306,382.00</u>

Reviewed for accuracy, recommended for payment:

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Measure 2010-D (015-9745-850-6240)

Project Manager:



Signature

5-1-13
Date

INVOICE



Bill To:
West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94801-3135
Attn: Magdy Abdalla, Director of Facilities and Construction

Ship To:
The Seville Group, Inc.
1300 Potrero Ave.
Richmond, CA 94804
Attn: Lance R. Jackson

WC-J-1213-10
5/1/2013
4/30/2013

Invoice Number:
Invoice Date:
Period Ending:

Measure J - General Program - Fee
Requisition Number(s): R34300, R34308, R37566, R37567, R42417
Purchase Order Number(s): J1280400, J1280401, J1280423, J1280424, D1380068, D1380069, J1280425

For Architectural & Program/Project Management Services for Measure J Facilities Bond Program
For Period Covering April 1, 2013 to April 30, 2013

Accounting Code and School Name	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Fiscal Year: 2012 - 2013		Billed through Previous Period	Current Billing April, 2013
				Complete %	To-Date Amount		
J1280400	\$139,314.00	\$0.00	\$139,314.00	98.53%	\$137,260.76	98.53%	\$137,260.76
J1280401	\$417,442.00	\$0.00	\$417,442.00	99.36%	\$414,788.96	99.36%	\$414,788.96
J1280423	\$110,018.00	\$0.00	\$110,018.00	100.00%	\$110,018.00	100.00%	\$110,018.00
J1280424	\$100,501.00	\$0.00	\$100,501.00	92.53%	\$92,996.05	92.53%	\$92,996.05
D1380068	\$0.00	\$700,000.00	\$700,000.00	98.37%	\$688,599.00	98.37%	\$688,599.00
D1380069	\$0.00	\$318,096.00	\$318,096.00	119.31%	\$379,532.98	119.31%	\$379,532.98
J1280425	\$97,008.00	\$0.00	\$97,008.00	89.13%	\$86,462.00	89.13%	\$86,462.00
R42417	\$517,128.00	\$0.00	\$517,128.00	40.75%	\$210,746.00	12.14%	\$62,782.00
Totals:	\$1,381,411.00	\$1,018,096.00	\$2,399,507.00	88.37%	\$2,120,403.75	82.20%	\$1,972,439.75
Please Pay Current Amount Due:							\$147,964.00

Certification:
All charges contained in this invoice have been incurred in accordance with the Scope of Work and all charges for General Conditions-Permits/Expenses are not included in the Seville Group's fees, and The Seville Group, Inc. is entitled to payment in the amount requested.



For SGI Use Only: INV33676

The Seville Group, Inc.
Karim Nassab
Program Manager

Exhibit F14-09



SGI - General Conditions Reimbursible Backup Data

Period Ended: 07/31/08

WCC M GCR-00809-01

No.	Vendor Name	Invoice No	Invoice Date	Amount	Service Fee @ 10%	TOTAL
1	Alhambra Sierra Springs	0708 2821790 5428591	7/12/2008	\$ 67.37	\$ 6.74	\$ 74.11
2	Arrowhead	08G0028155786	7/10/2008	\$ 0.86	\$ 0.09	\$ 0.95
3	AT&T	828993037 (06/04/08 - 07/03/08)	7/3/2008	\$ 1,836.95	\$ 183.70	\$ 2,020.65
4	Ben Barbor Consulting	3	2/15/2008	\$ 800.00	\$ 80.00	\$ 880.00
5	Dell	XCRIT5212	7/15/2008	\$ 599.98	\$ 60.00	\$ 659.98
6	DELL	XCMPX2P3	7/17/2008	\$ 254.00	\$ 25.40	\$ 279.40
7	Dell	XCRC565NT	7/25/2008	\$ 3,479.23	\$ 347.92	\$ 3,827.15
8	Graphic Reproduction	4312	7/31/2008	\$ 290.00	\$ 29.00	\$ 319.00
9	Maverick Office Automation	1474	4/29/2008	\$ 372.60	\$ 37.26	\$ 409.86
10	Maverick Office Automation	1476	4/29/2008	\$ 372.60	\$ 37.26	\$ 409.86
11	Maverick Office Automation	1477	4/29/2008	\$ 372.60	\$ 37.26	\$ 409.86
12	Maverick Office Automation	1478	4/29/2008	\$ 372.60	\$ 37.26	\$ 409.86
13	Maverick Office Automation	1475	4/29/2008	\$ 372.60	\$ 37.26	\$ 409.86
14	Maverick Office Automation	1479	4/29/2008	\$ 372.60	\$ 37.26	\$ 409.86
15	Office Depot	42352090-001	3/14/2008	\$ 531.39	\$ 53.14	\$ 584.53
16	Overnite Express	952878	6/9/2008	\$ 55.77	\$ 5.58	\$ 61.35
17	Overnite Express	956124	7/1/2008	\$ 102.49	\$ 10.25	\$ 112.74
18	Overnite Express	959904	7/7/2008	\$ 70.20	\$ 7.02	\$ 77.22
19	Overnite Express	962425	7/14/2008	\$ 15.44	\$ 1.54	\$ 16.98
20	Overnite Express	963306	7/21/2008	\$ 43.07	\$ 4.31	\$ 47.38
21	Parsons Brinkerhoff	50362C-01	6/9/2008	\$ 13,200.00	\$ 1,320.00	\$ 14,520.00
22	Pitney Bowes	18701531867 (05/25/08)	5/25/2008	\$ 206.99	\$ 20.70	\$ 227.69
23	Plan Bags of America	683	6/11/2008	\$ 122.72	\$ 12.27	\$ 134.99
24	Staples	8010147579	7/19/2008	\$ 533.75	\$ 53.38	\$ 587.13
25	Up Town Resources	1373222	7/28/2008	\$ 216.53	\$ 21.65	\$ 238.18



SGI - General Conditions Reimbursible Backup Data
 Period Ended: 07/31/08

WCC M GCR-00809-01

No.	Vendor Name	Invoice No	Invoice Date	Amount	Service Fee @ 10%	TOTAL
26	WCCUSD GCR Labor (SGI Invoice #53)	SGI Invoice #53	8/11/2008	\$ 20,224.04	\$ 2,022.40	\$ 22,246.44
		Network Systems Administrator		\$ 8,575.00		
		Controls Specialist		\$ 6,270.72		
		Admin. Support/Receptionist		\$ 5,378.32		
GCR- TOTAL						\$ 49,375.02
Amount for:				Measure D	84.60%	\$ 41,771.27
				Measure M	15.40%	\$ 7,603.75
27	Silva Cost Consulting	1451	8/1/2008	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
				\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
Total for Measure D Reimbursibles						\$ 54,971.27

Total GCR's

\$ 62,575.02

THE SEVILLE GROUP, INC.
 WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
 BOND PROGRAM MANAGEMENT TEAM
 1300 Potrero Avenue
 Richmond, CA 94804
 510.412.5657 Tel
 510.412.5661 Fax

www.sevillegroup.com



SGI Invoice Date: August 11, 2008

Invoice #: 53

Billing Period: July 1 - July 31, 2008

Innovative Solutions. Proven Experience.

No	Employee Name:	Position:	Hourly Rate:	Total number of Hours:	Total
1.	Winson Thai	Network Systems Administrator	\$ 43.75	196	\$ 8,575.00
2.	Kevin Barairo	Controls Specialist	\$ 34.08	184	\$ 6,270.72
3.	Imelda Sanchez	Admin. Office Manager/Support	\$ 29.23	184	\$ 5,378.32
Total Invoice					\$ 20,224.04


 Lance Jackson Vice President



Attachments



Your Bond Dollars at Work!

Exhibit F14-10



July 10, 2013

Mr. Magdy Abdalla
Engineering Officer
Facilities Operations Center
1300 Potrero Avenue
Richmond, CA 94804

*ok
Magdy
7/10/13*

Subject: Program General Condition Reimbursables (GCR's) for Measures D, & J
Projects

Dear Mr. Abdalla:

Thank you for giving us the opportunity to submit a proposal for reimbursable costs, for various Measure D and J School Bond projects. Reimbursable costs covered in this proposal include computer hard/software expenses, office equipment, legally required advertisements, postage, security, office supplies, and cellular phone expenses. In addition this proposal provides for other professional service costs, including cost estimation, scheduling, software programming, network administration and support, and documentation management (see Attachment A).

The above mentioned professional services covered by this reimbursable proposal primarily include:

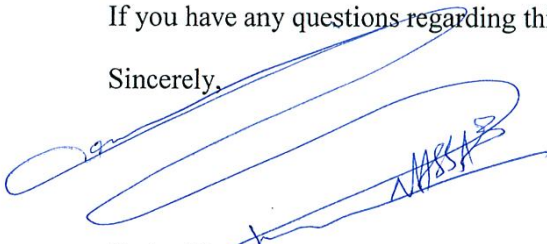
- 1) maintaining current construction schedules and cost estimates for all bond related activities and projects, which requires meeting regularly with FOC staff, CM's, and AOR's to monitor, track, and report schedule changes, new project developments, and potential change order information;
- 2) maintaining the Bond Team's website, including SQL/Access database support services for web-based invoice and purchase order tracking systems, transition to Primavera/Munis cost control environment;
- 3) document control services and support for all bond related construction projects.

SGI FEE SCHEDULE

These fees will cover the period of July 1, 2013 through December 31, 2013. This time and materials proposal for the above mentioned work is in the amount of \$1,276,965.

If you have any questions regarding this proposal, please contact me at your convenience.

Sincerely,



Karim Nassab
Bond Program Manager

/attachment



(Attachment A)

**West Contra Costa Unified School District
Construction Management Fees
Measure D & J Reimbursable Cost**

July 10, 2013

General Condition Reimbursable			2013						SUB -Total
			1 Jul 22	2 Aug 22	3 Sep 20	4 Oct 23	5 Nov 19	6 Dec 21	
1. Network Administrator Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$44.51	\$44.51	\$44.51	\$44.51	\$44.51	\$44.51	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$7,834	\$7,834	\$7,122	\$8,190	\$6,766	\$7,478	\$45,222
2. Project Controls Specialist Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$6,102	\$6,102	\$5,547	\$6,379	\$5,270	\$5,825	\$35,225
3. Receptionist Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$6,102	\$6,102	\$5,547	\$6,379	\$5,270	\$5,825	\$35,225
4. Administrative Assistant Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$6,102	\$6,102	\$5,547	\$6,379	\$5,270	\$5,825	\$35,225
5. Contracts Manager Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$6,102	\$6,102	\$5,547	\$6,379	\$5,270	\$5,825	\$35,225
6. Master Scheduler Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$27,878	\$27,878	\$25,344	\$29,146	\$24,077	\$26,611	\$160,934
7. Scheduler Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$27,878	\$27,878	\$25,344	\$29,146	\$24,077	\$26,611	\$160,934
8. Estimator Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$27,878	\$27,878	\$25,344	\$29,146	\$24,077	\$26,611	\$160,934
9. Estimator Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$27,878	\$27,878	\$25,344	\$29,146	\$24,077	\$26,611	\$160,934
10. Estimator Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	50%	50%	50%	50%	50%	50%	
		Days	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$13,939	\$13,939	\$12,672	\$14,573	\$12,038	\$13,306	\$80,467
11. Estimator Various Measure D and J Bond Program Projects	7/1/2013-12/31/2013	Billing Rate Per Hour	50%	50%	50%	50%	50%	50%	
		Days	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	\$158.40	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$13,939	\$13,939	\$12,672	\$14,573	\$12,038	\$13,306	\$80,467
12. Programmer Various Measure D and J Bond Program Projects	0	Billing Rate Per Hour	100%	100%	100%	100%	100%	100%	
		Days	\$104.50	\$104.50	\$104.50	\$104.50	\$104.50	\$104.50	
		Hours	22	22	20	23	19	21	
		Sub-Total	176	176	160	184	152	168	
			\$18,392	\$18,392	\$16,720	\$19,228	\$15,884	\$17,556	\$106,172
13. Total Non Position GCR			\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$180,000
									\$1,276,965

Exhibit F14-11

Design Management
Details

West Contra Costa Unified School District
Program & Construction Management Fees

Invoice Work Hours By Project Manager
For Period Covering March 1, 2015 to March 31, 2015

No Employee	2015 Billing Rates	1	2	3	4	5	Total Hours	Total Invoiced
		March	March	March	March	March		
		40	40	40	40	16	176	
1 Andrews, Tierra	\$58.00							
Contracts Engineer - Apprentice (Y1)								
Hours		40.0	24.0	37.0	40.0	16.0	157.0	
Invoiced		\$2,320	\$1,392	\$2,146	\$2,320	\$928	\$9,106	\$9,106
Non Billable		0.0	16.0	3.0	0.0	0.0	19.0	
Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
2 Brown, Kent	\$176.30							
Project Manager, Sr.								
Hours		39.0	40.0	27.5	40.0	16.0	162.5	
Invoiced		\$6,876	\$7,052	\$4,848	\$7,052	\$2,821	\$28,649	\$28,649
Non Billable		1.0	0.0	12.5	0.0	0.0	13.5	
Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
3 Robinson, Alaric	\$155.80							
Design Coordinator								
Hours		40.0	40.0				80.0	
Invoiced		\$6,232	\$6,232	\$0	\$0	\$0	\$12,464	\$12,464
Non Billable		0.0	0.0	40.0	40.0	16.0	96.0	
Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
4 Silverman, Samara	\$78.00							
Office Engineer III - Apprentice (Y1)								
Hours		40.0	40.0	40.0	32.0	16.0	168.0	
Invoiced		\$3,120	\$3,120	\$3,120	\$2,496	\$1,248	\$13,104	\$13,104
Non Billable		0.0	0.0	0.0	8.0	0.0	8.0	
Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
5 Sladowska, Terese	\$125.00							
Project Analyst - Apprentice (Y1)								
Hours		23.0	40.0	39.0	37.0	16.0	155.0	
Invoiced		\$2,875	\$5,000	\$4,875	\$4,625	\$2,000	\$19,375	\$19,375
Non Billable		17.0	0.0	1.0	3.0	0.0	21.0	
Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
6 Truitt, Mellissa	\$172.40							
Quality Assurance Manager								
Hours		16.0	24.0	24.0	12.8		76.8	
Invoiced		\$2,758	\$4,138	\$4,138	\$2,207	\$0	\$13,240	\$13,240
Non Billable		24.0	16.0	16.0	27.2	16.0	99.2	
Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	

Total Invoice	\$95,938
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Exhibit F14-12

Program Management
Details

West Contra Costa Unified School District
Program & Construction Management Fees

Invoice Work Hours By Project Manager
For Period Covering June 1, 2015 to June 30, 2015

No	Employee	2015 Billing Rates	1 June	2 June	3 June	4 June	5 June	Total Hours	Total Invoiced
1	Bayne, Rob Programming Engineer	\$154.00	40	40	40	40	16	176	
	Hours		40.0	32.0	37.0	39.0	8.0	156.0	
	Invoiced		\$6,160	\$4,928	\$5,698	\$6,006	\$1,232	\$24,024	\$24,024
	Non Billable		0.0	8.0	3.0	1.0	8.0	20.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
2	Boehlke, Lora Office Engineer III - Apprentice (Y1)	\$84.00							
	Hours		40.00	40.00	32.00	40.00	16.00	168.0	
	Invoiced		\$3,360	\$3,360	\$2,688	\$3,360	\$1,344	\$14,112	\$14,112
	Non Billable		0.0	0.0	8.0	0.0	0.0	8.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
3	Butler, Erica Office Engineer I - Apprentice (Y1)	\$63.00							
	Hours		36.00	38.00	40.00	39.00	16.00	169.0	
	Invoiced		\$2,268	\$2,394	\$2,520	\$2,457	\$1,008	\$10,647	\$10,647
	Non Billable		4.0	2.0	0.0	1.0	0.0	7.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
4	Clinkscales, Keith Scheduler	\$166.00							
	Hours		40.0	24.0	40.0	40.0	16.0	160.0	
	Invoiced		\$6,640	\$3,984	\$6,640	\$6,640	\$2,656	\$26,560	\$26,560
	Non Billable		0.0	16.0	0.0	0.0	0.0	16.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
5	Clement, April Project Controls Engineer III - Apprentice (Y1)	\$135.00							
	Hours		40.00	40.00	32.00	40.00	8.00	160.0	
	Invoiced		\$5,400	\$5,400	\$4,320	\$5,400	\$1,080	\$21,600	\$21,600
	Non Billable		0.0	0.0	8.0	0.0	8.0	16.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
6	Garrahan, Juan Program Manager	\$178.00							
	Hours		40.00	40.00	40.00	0.00	16.00	136.0	
	Invoiced		\$7,120	\$7,120	\$7,120	\$0	\$2,848	\$24,208	\$24,208
	Non Billable		0.0	0.0	0.0	40.0	0.0	40.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
7	Jules, Latasha Office Engineer I - Apprentice (Y1)	\$63.00							
	Hours		37.00	40.00	32.00	40.00	16.00	165.0	
	Invoiced		\$2,331	\$2,520	\$2,016	\$2,520	\$1,008	\$10,395	\$10,395
	Non Billable		3.0	0.0	8.0	0.0	0.0	11.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	
8	Nassab, Karim Program Director	\$207.00							
	Hours		40.00	40.00	40.00	40.00	16.00	176.0	
	Invoiced		\$8,280	\$8,280	\$8,280	\$8,280	\$3,312	\$36,432	\$36,432
	Non Billable		0.0	0.0	0.0	0.0	0.0	0.0	
	Total Hours		40.0	40.0	40.0	40.0	16.0	176.0	

Program Management
Details

West Contra Costa Unified School District
Program & Construction Management Fees

Invoice Work Hours By Project Manager
For Period Covering June 1, 2015 to June 30, 2015

No Employee	2015 Billing Rates	1 June	2 June	3 June	4 June	5 June	Total Hours	Total Invoiced
9 Page, David Project Controls Manager	\$171.00	40	40	40	40	16	176	
	Hours	40.0	40.0	40.0	40.0	16.0	176.0	
	Invoiced	\$6,840	\$6,840	\$6,840	\$6,840	\$2,736	\$30,096	\$30,096
	Non Billable	0.0	0.0	0.0	0.0	0.0	0.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	
10 Panchal, Nilesh Cost Estimator II	\$171.00	40.00	40.00	40.00	40.00	16.00	176.0	
	Hours	40.00	40.00	40.00	40.00	16.00	176.0	
	Invoiced	\$6,840	\$6,840	\$6,840	\$6,840	\$2,736	\$30,096	\$30,096
	Non Billable	0.0	0.0	0.0	0.0	0.0	0.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	
11 Payne, Melissa Compliance Enforcement Coordinator - Apprentice (Y1)	\$135.00	38.00	40.00	40.00	40.00	16.00	174.0	
	Hours	38.00	40.00	40.00	40.00	16.00	174.0	
	Invoiced	\$5,130	\$5,400	\$5,400	\$5,400	\$2,160	\$23,490	\$23,490
	Non Billable	2.0	0.0	0.0	0.0	0.0	2.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	
12 Rosas, Bertha Office Engineer I	\$60.00	40.00	24.00	40.00	40.00	16.00	160.0	
	Hours	40.00	24.00	40.00	40.00	16.00	160.0	
	Invoiced	\$2,400	\$1,440	\$2,400	\$2,400	\$960	\$9,600	\$9,600
	Non Billable	0.0	16.0	0.0	0.0	0.0	16.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	
13 Sanchez, Imelda Office Engineer III DISC - Apprentice (Y2)	\$67.00	40.00	40.00	40.00	40.00	16.00	176.0	
	Hours	40.00	40.00	40.00	40.00	16.00	176.0	
	Invoiced	\$2,680	\$2,680	\$2,680	\$2,680	\$1,072	\$11,792	\$11,792
	Non Billable	0.0	0.0	0.0	0.0	0.0	0.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	
14 Thai, Winson Network Systems Administrator - Apprentice (Y1)	\$69.00	37.00	41.00	40.00	40.00	16.00	174.0	
	Hours	37.00	41.00	40.00	40.00	16.00	174.0	
	Invoiced	\$2,553	\$2,829	\$2,760	\$2,760	\$1,104	\$12,006	\$12,006
	Non Billable	3.0	-1.0	0.0	0.0	0.0	2.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	

Total Invoice \$285,058

Exhibit F14-13

PROJECT STATUS REPORT

De Anza High School - Building 10 Linked Learning

Period Ending: 02/29/2016

Scope: Building 10-Linked Learning & Sports Fields

Construction Status:

Architect: DLM Architects
Project Manager: Paul Orr, SGI
Project Engineer: Lisa Nagai, SGI
Contractor: BHM Construction, Inc.
Inspector: Mark Eriksen
WCCUSD Manager:

Contract Status:

Notice to Proceed: 10/13/2014

	Original	Projected	Approved
Construction Schedule (days):	395	106	0
Original Completion Date:	11/12/2015		
Projected Completion Date:	02/26/2016		

Schedule Assessment/Update:

Construction Duration (Calendar Days): 501
Construction Calendar Days Elapsed: 501
Construction Calendar Days Remaining: 0
Percent of Construction Completed: 100%

Contract Budget Status:

Original Contract Amount: \$ 17,750,953.00
Approved Change Orders: \$ 555,289.00
Adjusted Contract Amount: \$ 18,306,242.00

Progress This Period:

- Close out documentation punch list, balance of landscaping pending weather conditions, warranties and manuals.

Anticipated Progress Next Period:

- Project Completed.

Progress Photos: 02/29/2016



New Sports Fields & Building 10



New Practice Court Entrance



New Batting Cage & Softball Field

PROJECT STATUS REPORT

Korematsu Middle School - New Campus

Period Ending: 02/29/2016

Scope: New Campus Project

Construction Status:

Architect: HY Architects
Project Manager: David Carey, SGI
Project Engineer: Supriya Shrestha, SGI
Contractor: Arntz Builders, Inc.
Inspector: Steve Cayson
WCCUSD Manager:

Contract Status:

Notice to Proceed: 05/13/2013

	Original	Projected	Approved
Construction Schedule (days):	960	62	0
Original Completion Date:	12/29/2015		
Projected Completion Date:	03/28/2016		

Schedule Assessment/Update:

Construction Duration (Calendar Days): 1050
Construction Calendar Days Elapsed: 1022
Construction Calendar Days Remaining: 28
Percent of Construction Completed: 97%

Contract Budget Status:

Original Contract Amount: \$ 42,762,406.00
Approved Change Orders: \$ 1,339,095.60
Adjusted Contract Amount: \$ 44,101,502.60

Progress This Period:

- **Building A Administration:** Floor finish at stairway landing. Punch list back check, FF&E floor protections and furniture assemble and in place.
- **Building B:** OFCI appliances in place, punch list back check. Book racks installed and punch list in library. Hardwood flooring, bleachers and wall pads complete at gym.
- **Building C:** FF&E floor protections, furniture in classrooms, flooring cleanup, OFCI appliances in place, punch list, floor finish at stairway's landing and elevator in progress.
- **Building D:** Kitchen equipment complete, FF&E staging, assemble and in place and punch list.
- **Site Level 1:** Lath and plaster trash enclosure, grade and pour side walks.
- **Site Level 2:** Light pole installed, form, rebar curb, flatwork and planter box.
- **Site Level 3:** Retaining wall, form, pour, strip parking lot and install sidewalk signage.

Anticipated Progress Next Period:

- **Building A & B:** Punch list back check, training and teachers move in.
- **Building C:** Commissioning, training and teachers move in.
- **Building D:** Final Kitchen inspection and training.
- **Site:** Pave basketball court, install plants, complete site fencing, install bench and paint parking stalls.

Progress Photos: 02/29/2016



Bldg. B: Gym - Wood Flooring, Bleachers and Wall Pads



Bldg. D: FF&E Staging and Assemble



Site: Level 2 - Form, Curb and Flatwork

PROJECT STATUS REPORT

El Cerrito High School - Stadium

Period Ending: 02/29/2016

Scope: Stadium

Construction Status:

Architect: WLC Architects
Project Manager: David Haddad, SGI
Project Engineer:
Contractor: Wright Contracting, Inc.
Inspector: Kris Gilbert
WCCUSD Manager: Andrew Mixer

Contract Status:

Notice to Proceed: 01/27/2014

	Original	Projected	Approved
Construction Schedule (days):	608	155	0
Original Completion Date:	09/27/2015		
Projected Completion Date:	03/31/2016		

Schedule Assessment/Update:

Construction Duration (Calendar Days): 794
Construction Calendar Days Elapsed: 763
Construction Calendar Days Remaining: 31
Percent of Construction Completed: 98%

Contract Budget Status:

Original Contract Amount: \$ 13,438,000.00
Approved Change Orders: \$ 833,923.00
Adjusted Contract Amount: \$ 14,271,923.00

Progress This Period:

- Bldg. A to Bldg. F:**
- Punch list items completed.
- New Bleacher and Press box:**
- Installation of storage enclosure, completion of elevator enclosure and punch list items.
- Home Bleacher**
- Fencing & bleacher installation completed.
- Track/Field:**
- Punch list completed
- Site Item:**
- Contract fencing, landscaping and irrigation completed. Punch list pending.
- Basketball Courts**
- Site preparation underway. PG&E gas enclosure and meter set.

Anticipated Progress Next Period:

- Bldg. A to Bldg. F:**
- Bleacher benches, completion of all gas related items, punch list items, continue close out and PG&E gas activation.
- Basketball Courts:**
- Installation of basketball court scope.

Progress Photos: 02/29/2016



Wall Lettering and Landscaping



Site Overview



Home Bleachers and Fencing

PROJECT STATUS REPORT

Lincoln Elementary School - Building A Exterior Repairs

Period Ending: 02/29/2016

Scope: Building A Exterior Repairs

Construction Status:

Architect: Grossman Design Group
Project Manager: Joe Mayes, WCCUSD
Project Engineer:
Contractor: On Point Construction
Inspector:
WCCUSD Manager:

Contract Status:

Notice to Proceed: 07/14/2015

	Original	Projected	Approved
Construction Schedule (days):	90	140	0
Original Completion Date:	10/12/2015		
Projected Completion Date:	04/08/2016		

Schedule Assessment/Update:

Construction Duration (Calendar Days): 266
Construction Calendar Days Elapsed: 140
Construction Calendar Days Remaining: 126
Percent of Construction Completed: 91%

Contract Budget Status:

Original Contract Amount:	\$	352,000.00
Approved Change Orders:	\$	0.00
Adjusted Contract Amount:	\$	352,000.00

Progress This Period:

- South and East sides final color coat.
- Paint trim on all of MPR.
- Install window flashing on the north wall window.
- Reinstall north wall window and stucco repair.
- Install expansion joint on south side.
- Take down scaffold on west side.
- General clean up.

Anticipated Progress Next Period:

- Paint entire exterior of the MPR.
- Install all roof leader pipes.
- Paint side gate on 6th street.
- Install security window guards.
- Take down the rest of the scaffold.
- General clean up.
- Punch list walk and fix corrections as needed.

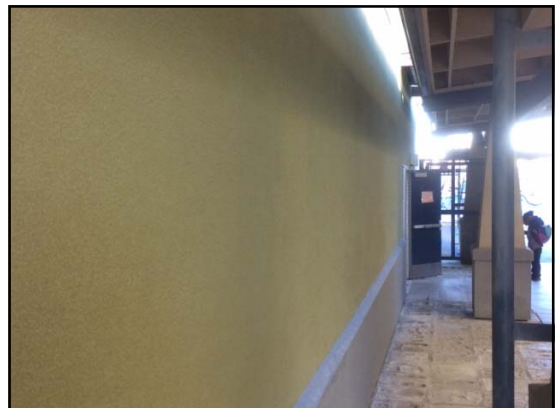
Progress Photos: 02/29/2016



South & Front walls color coat



Back North wall with stucco color coat



North wall with stucco color coat

PROJECT STATUS REPORT

Nystrom Elementary School - Classroom Building Rehabilitation

Period Ending: 02/29/2016

Scope: Modernization of existing classrooms, administration building and site improvements.

Construction Status:

Architect: Interactive Resources
Project Manager: Greg Smith, SGI
Project Engineer: Supriya Shrestha, SGI
Contractor: Roebbelen Contracting, Inc.
Inspector: Man Wah Cheng
WCCUSD Manager: Andrew Mixer

Contract Status:

Notice to Proceed: 08/25/2014

	Original	Projected	Approved
Construction Schedule (days):	480	73	0
Original Completion Date:	12/18/2015		
Projected Completion Date:	06/30/2016		

Schedule Assessment/Update:

Construction Duration (Calendar Days): 675
Construction Calendar Days Elapsed: 553
Construction Calendar Days Remaining: 122
Percent of Construction Completed: 78%

Contract Budget Status:

Original Contract Amount: \$ 21,188,102.00
Approved Change Orders: \$ 706,911.86
Adjusted Contract Amount: \$ 21,895,013.86

Progress This Period:

North/South Wing and Administration Building

- Metal railings at stairways, ceramic tiles, toilet accessories and partitions, sand hard wood flooring in corridor and classrooms, cabinetry/casework in progress, exterior and interior wood trim and painting, tack board and wall panels complete in corridor, exterior steel doors installed, work sink in classrooms, moisture floor treatment, linoleum flooring and air balance conditioning units.

Site work

- Excavate, grade and compaction at south side.

Anticipated Progress Next Period:

North/South Wing and Administration Building

- Complete casework, drop ceiling tiles and flooring.

Site Work

- Site preparation for installation of underground utilities. Installation of ADA ramps and seat walls at entrance. Demo of site facilities/trailers.

Progress Photos: 02/29/2016



Exterior Painting at Westside



Sanding Hard wood floors in corridors



Restroom partitions, tiles and accessories.

PROJECT STATUS REPORT

Valley View Elementary School - Interim Housing

Period Ending: 02/29/2016

Scope: Interim Housing

Construction Status:

Architect: DLM Architects
Project Manager: Sonya Perkins, SGI
Project Engineer: Lisa Nagai, SGI
Contractor: Roebbelen Contracting, Inc.
Inspector: Brad Williamson
WCCUSD Manager:

Contract Status:

Notice to Proceed: 04/01/2015

	Original	Projected	Approved
Construction Schedule (days):	226	77	0
Original Completion Date:	11/13/2015		
Projected Completion Date:	01/29/2016		

Schedule Assessment/Update:

Construction Duration (Calendar Days): 303
Construction Calendar Days Elapsed: 303
Construction Calendar Days Remaining: 0
Percent of Construction Completed: 100%

Contract Budget Status:

Original Contract Amount: \$ 3,466,000.00
Approved Change Orders: \$ 142,387.67
Adjusted Contract Amount: \$ 3,608,387.67

Progress This Period:

- All work completed.
- First day of school 02/22/2016.
- Close-out documentation: warranties and manuals.

Anticipated Progress Next Period:

- Project completed.

Progress Photos: 02/29/2016



New Classrooms



New Kindergarten Class



New Playground Striping