

Exhibit F13-01



West Contra Costa Unified School District

BOND MANAGEMENT PROGRAM
 1300 Potrero Avenue
 Richmond, CA 94804
 Main: (510) 412-5657
 Fax: (510) 412-5661

CM/PM PROPOSAL
 EVALUATION

Name of Firm: D&M Pres. MNGMNT. INC. Name of Evaluator: E. KEITH HOLBLANDER

Points Possible	Mandatory Qualifications	Points Awarded	Comments
75			
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	12	
25	Experience of Staff Proposed	20	
20	Experience using Primavera	15	
10	Proposed Methodology and Capabilities	9	
5	Access to Resources	4	
15	Quality Control Systems	13	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	7	
20	Past Performance	15	
10	Overall Responsiveness and Completeness of Proposal	10	
10	Overall Appearance and Effort in the Proposal	7	
160	Totals	132	

Signature of evaluator: E. Keith Holblander

Dated: 12/20/12



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CM/PM PROPOSAL
 EVALUATION

ROBBELEN
 Name of Firm: AECOM

Name of Evaluator: E. KEITH HILTZLANDER

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	13	
25	Experience of Staff Proposed	20	
20	Experience using Primavera	12	
10	Proposed Methodology and Capabilities	10	
5	Access to Resources	5	
15	Quality Control Systems	10	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	10	
20	Past Performance	15	
10	Overall Responsiveness and Completeness of Proposal	10	
10	Overall Appearance and Effort in the Proposal	10	
160	Totals	130	

Signature of evaluator: *E. Keith Hiltzlander*

Dated: 12/20/12



West Contra Costa Unified School District

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CM/PM PROPOSAL
 EVALUATION

Name of Firm: RGM & Associates Name of Evaluator: E. Keith Alexander

Points Possible		Mandatory Qualifications	Points Awarded	Comments
75	15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
	25	Experience of Staff Proposed	12	
	20	Experience using Primavera	5	
	10	Proposed Methodology and Capabilities	10	
	5	Access to Resources	3	
15		Quality Control Systems	10	
30		Cost and Pricing		
	15	Rates proposed for staff	12	
	15	Percentage Rate for Services	6	
20		Past Performance	15	
10		Overall Responsiveness and Completeness of Proposal	10	
10		Overall Appearance and Effort in the Proposal	6	
160		Totals	99	

Signature of evaluator: E. Keith Alexander

Dated: 12/20/12



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: SGI Name of Evaluator: E. Keith Holtslander

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25	Experience of Staff Proposed	15	
20	Experience using Primavera	10	
10	Proposed Methodology and Capabilities	6	
5	Access to Resources	3	
15	Quality Control Systems	7	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	5	
20	Past Performance	10	
10	Overall Responsiveness and Completeness of Proposal	10	
10	Overall Appearance and Effort in the Proposal	10	
160	Totals	96	

Signature of evaluator: E. Keith Holtslander Dated: 12/20/16



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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: WLC Name of Evaluator: E. KATH HOBBS/ANDER

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25	Experience of Staff Proposed	10	
20	Experience using Primavera	10	
10	Proposed Methodology and Capabilities	5	
5	Access to Resources	5	
15	Quality Control Systems	10	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	6	
20	Past Performance	10	
10	Overall Responsiveness and Completeness of Proposal	5	
10	Overall Appearance and Effort in the Proposal	10	
160	Totals	91	

Signature of evaluator: E. Kath Hobbs/Anderson

Dated: 12/26/12



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: MULLER & ASSOCIATES Name of Evaluator: E. KEITH HARRIS-AULDER

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25	Experience of Staff Proposed	10	
20	Experience using Primavera	15	
10	Proposed Methodology and Capabilities	5	
5	Access to Resources	2	
15	Quality Control Systems	7	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	0	
20	Past Performance	10	
10	Overall Responsiveness and Completeness of Proposal	5	
10	Overall Appearance and Effort in the Proposal	6	
160	Totals	80	

Signature of evaluator: [Signature] Dated: 12/20/12



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: Miller & Assoc. Name of Evaluator: Luis Flores

Points Possible	Mandatory Qualifications	Points Awarded	Comments
75	15 Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
	25 Experience of Staff Proposed	15	
	20 Experience using Primavera	13	
	10 Proposed Methodology and Capabilities	5	
	5 Access to Resources	3	
15	Quality Control Systems	10	
30	Cost and Pricing		
	15 Rates proposed for staff	11	
	15 Percentage Rate for Services	0	
20	Past Performance	12	
10	Overall Responsiveness and Completeness of Proposal	5	
10	Overall Appearance and Effort in the Proposal	3	
160	Totals	70	

Signature of evaluator: [Signature] Dated: 12-20-12



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 EVALUATION

Name of Firm: WCC Name of Evaluator: Luis F. Case

Points Possible		Mandatory Qualifications	Points Awarded	Comments
75	15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
	25	Experience of Staff Proposed	10 15	
	20	Experience using Primavera	10	
	10	Proposed Methodology and Capabilities	6	
	5	Access to Resources	3	
15		Quality Control Systems	10	
30		Cost and Pricing		
	15	Rates proposed for staff	7	
	15	Percentage Rate for Services	9	
20		Past Performance	15	
10		Overall Responsiveness and Completeness of Proposal	6	
10		Overall Appearance and Effort in the Proposal	6	
160		Totals	97	

Signature of evaluator: [Signature] Dated: 12-20-12



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: RGM Name of Evaluator: Luis Freese

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25	Experience of Staff Proposed	18	
20	Experience using Primavera	0	
10	Proposed Methodology and Capabilities	7	
5	Access to Resources	2	
15	Quality Control Systems	10	
30	Cost and Pricing		
15	Rates proposed for staff	13	
15	Percentage Rate for Services	9	
20	Past Performance	17	
10	Overall Responsiveness and Completeness of Proposal	8	
10	Overall Appearance and Effort in the Proposal	7	
160	Totals	101	

Signature of evaluator: _____ Dated: 12-20-12



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: SGI Name of Evaluator: Luis Forest

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25	Experience of Staff Proposed	15	
20	Experience using Primavera	15	
10	Proposed Methodology and Capabilities	7	
5	Access to Resources	3	
15	Quality Control Systems		
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	3	
20	Past Performance		
10	Overall Responsiveness and Completeness of Proposal	15	
10	Overall Appearance and Effort in the Proposal	8	
		7	
160	Totals	103	

Signature of evaluator: [Signature] Dated: 12-21-12



West Contra Costa Unified School District

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CM/PM PROPOSAL
 EVALUATION

Name of Firm: DACM Name of Evaluator: Luis Ferrer

Points Possible		Mandatory Qualifications	Points Awarded	Comments
75	15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	12	
	25	Experience of Staff Proposed	20	
	20	Experience using Primavera	16	
	10	Proposed Methodology and Capabilities	9	
	5	Access to Resources	4	
15		Quality Control Systems	17	
30		Cost and Pricing		
	15	Rates proposed for staff	13	
	15	Percentage Rate for Services	10	
20		Past Performance	17	
10		Overall Responsiveness and Completeness of Proposal	8	
10		Overall Appearance and Effort in the Proposal	8	
160		Totals	117	

Signature of evaluator: [Signature] Dated: 12-20-12



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: Robbelen/Agcom Name of Evaluator: Lois Fuller

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	13	
25	Experience of Staff Proposed	20	
20	Experience using Primavera	18	
10	Proposed Methodology and Capabilities	10	
5	Access to Resources	5	
15	Quality Control Systems		
30	Cost and Pricing		
15	Rates proposed for staff	12	
15	Percentage Rate for Services	13	
20	Past Performance		
10	Overall Responsiveness and Completeness of Proposal	7	
10	Overall Appearance and Effort in the Proposal	9	
		10	
160	Totals	129	

Signature of evaluator: [Signature] Dated: 12-26-12



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CM/PM PROPOSAL
 EVALUATION

LFw JONES

Name of Firm: MSI/er Name of Evaluator: _____

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	16	
25	Experience of Staff Proposed	10	
20	Experience using Primavera	12	
10	Proposed Methodology and Capabilities	3	
5	Access to Resources	1	
15	Quality Control Systems	16	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	0	
20	Past Performance	8	
10	Overall Responsiveness and Completeness of Proposal	0	
10	Overall Appearance and Effort in the Proposal	5	
160	Totals	69	

Signature of evaluator: *JF* Dated: 12/20/08



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: w h c Name of Evaluator: L E W Juntas

Points Possible		Mandatory Qualifications	Points Awarded	Comments
15		Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25		Experience of Staff Proposed	8	
20		Experience using Primavera	10	
10		Proposed Methodology and Capabilities	5	
5		Access to Resources	2	
15		Quality Control Systems	8	
30		Cost and Pricing		
15		Rates proposed for staff	8	
15		Percentage Rate for Services	6	
20		Past Performance	8	
10		Overall Responsiveness and Completeness of Proposal	4	
10		Overall Appearance and Effort in the Proposal	5	
160		Totals	74	

Signature of evaluator: [Signature] Dated: 10/30/12



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CM/PM PROPOSAL
 EVALUATION

Name of Firm: RCM Name of Evaluator: Lfw JONES

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	13	
25	Experience of Staff Proposed	20 20	DID NOT SEE IT LISTED
20	Experience using Primavera	8	
10	Proposed Methodology and Capabilities		
5	Access to Resources	3	
15	Quality Control Systems	16	
30	Cost and Pricing		
15	Rates proposed for staff	12	
15	Percentage Rate for Services	8 8	
20	Past Performance	16	
10	Overall Responsiveness and Completeness of Proposal	8 8	
10	Overall Appearance and Effort in the Proposal	8	
160	Totals	167	

Signature of evaluator: [Signature] Dated: 12/20/12



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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: SGF Name of Evaluator: LEW JONES

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25	Experience of Staff Proposed	20	
20	Experience using Primavera	15	
10	Proposed Methodology and Capabilities	8	
5	Access to Resources	5	
15	Quality Control Systems	10	
30	Cost and Pricing		
15	Rates proposed for staff	8	
15	Percentage Rate for Services	2	
20	Past Performance	16	
10	Overall Responsiveness and Completeness of Proposal	9	
10	Overall Appearance and Effort in the Proposal	8	
160	Totals	111	

Signature of evaluator: [Signature] Dated: 12/20/12



West Contra Costa Unified School District

BOARD MANAGEMENT PROGRAM
 1300 Potrero Avenue
 Richmond, CA 94804
 Main: (510) 412-5657
 Fax: (510) 412-5661

CM/PM PROPOSAL
 EVALUATION

Name of Firm: DAK M Name of Evaluator: LEW JONES

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	12	
25	Experience of Staff Proposed	18	
20	Experience using Primavera	16	
10	Proposed Methodology and Capabilities	8	
5	Access to Resources	5	
15	Quality Control Systems		
30	Cost and Pricing		
15	Rates proposed for staff	12	
15	Percentage Rate for Services	8	
20	Past Performance		
10	Overall Responsiveness and Completeness of Proposal	9	
10	Overall Appearance and Effort in the Proposal	8	
160	Totals	112	

Signature of evaluator: [Signature] Dated: 12/20/02



West Contra Costa Unified School District

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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: Reebelo Name of Evaluator: Lew Jones

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	12	
25	Experience of Staff Proposed	20	
20	Experience using Primavera	15	
10	Proposed Methodology and Capabilities	8	
5	Access to Resources	5	
15	Quality Control Systems	10	
30	Cost and Pricing		
15	Rates proposed for staff	11	
15	Percentage Rate for Services	14	
20	Past Performance	16	
10	Overall Responsiveness and Completeness of Proposal	9	
10	Overall Appearance and Effort in the Proposal	10	
160	Totals	130	

Signature of evaluator: [Signature] Dated: 12/20/12



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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: Roebbelen Name of Evaluator: Steve Adamo

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	15	
25	Experience of Staff Proposed	25	
20	Experience using Primavera	15	
10	Proposed Methodology and Capabilities	10	
5	Access to Resources	5	
15	Quality Control Systems	15	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	10	
20	Past Performance	20	
10	Overall Responsiveness and Completeness of Proposal	10	
10	Overall Appearance and Effort in the Proposal	10	
160	Totals	145	

Signature of evaluator:  Dated: 12/20/12



West Contra Costa Unified School District

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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: RGM Name of Evaluator: Steve Adamo

Points Possible	Mandatory Qualifications	Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	15	
25	Experience of Staff Proposed	25	
20	Experience using Primavera	15 10	
10	Proposed Methodology and Capabilities	10	
5	Access to Resources	5	
15	Quality Control Systems	15	
30	Cost and Pricing		
15	Rates proposed for staff	15	
15	Percentage Rate for Services	10	
20	Past Performance	15	
10	Overall Responsiveness and Completeness of Proposal	10	
10	Overall Appearance and Effort in the Proposal	10	
160	Totals	145	

Signature of evaluator: *SA* Dated: 12/20/12



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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: _____ DACM _____ Name of Evaluator: Steve Adamo

Points Possible		Mandatory Qualifications	Points Awarded	Comments
75	15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	15	
	25	Experience of Staff Proposed	20	
	20	Experience using Primavera	15	
	10	Proposed Methodology and Capabilities	10	
	5	Access to Resources	5	
15		Quality Control Systems	15	
30		Cost and Pricing		
	15	Rates proposed for staff	15	
	15	Percentage Rate for Services	10	
20		Past Performance	15	
10		Overall Responsiveness and Completeness of Proposal	10	
10		Overall Appearance and Effort in the Proposal	10	
160		Totals	140	

Signature of evaluator: [Signature] Dated: 12/20/12



West Contra Costa Unified School District

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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: WLC Name of Evaluator: Steve Adamo

Name of Firm: WLC Name of Evaluator: Steve Adamo

Points Possible		Mandatory Qualifications	Points Awarded	Comments
75	15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	15	
	25	Experience of Staff Proposed	20	
	20	Experience using Primavera	20	
	10	Proposed Methodology and Capabilities	5	
	5	Access to Resources	5	
15		Quality Control Systems	15	
30		Cost and Pricing		
	15	Rates proposed for staff	10	
	15	Percentage Rate for Services	10	
20		Past Performance	15	
10		Overall Responsiveness and Completeness of Proposal	5	
10		Overall Appearance and Effort in the Proposal	10	
160		Totals	135	

Signature of evaluator: [Signature] Dated: 12/20/12



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Name of Firm: SGI Name of Evaluator: Steve Adamo

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	15	
25	Experience of Staff Proposed	25	
20	Experience using Primavera	20	
10	Proposed Methodology and Capabilities	10	
5	Access to Resources	5	
15	Quality Control Systems	15	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	0	
20	Past Performance	15	
10	Overall Responsiveness and Completeness of Proposal	10	
10	Overall Appearance and Effort in the Proposal	10	
160	Totals	135	

Signature of evaluator: *SGI* Dated: 12/20/12



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**CM/PM PROPOSAL
 EVALUATION**

Name of Firm: Miller and Associates Name of Evaluator: Steve Adamo

Name of Firm: Miller and Associates Name of Evaluator: Steve Adamo

Points Possible		Points Awarded	Comments
75	Mandatory Qualifications		
15	Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects	10	
25	Experience of Staff Proposed	15	
20	Experience using Primavera	15	
10	Proposed Methodology and Capabilities	5	
5	Access to Resources	3	
15	Quality Control Systems	10	
30	Cost and Pricing		
15	Rates proposed for staff	10	
15	Percentage Rate for Services	0	
20	Past Performance	10	
10	Overall Responsiveness and Completeness of Proposal	5	
10	Overall Appearance and Effort in the Proposal	5	
160	Totals	88	

Signature of evaluator: *SA* Dated: 12/20/12

Exhibit F13-02

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Facilities Planning & Construction

Report on the selection process for Program and Construction Management Services

April __, 2013

1. Request for Proposals for Program and Construction Management Services ("RFP") was advertised in local papers of general circulation on July 31, 2012, and posted on the Facilities Planning and Construction website.
2. An informational pre-proposal meeting regarding this RFP was held on August 15, 2012 at the District's Facilities Operations Center to present the RFP and answer questions to prospective proposers.
3. The RFP was amended three (3) times to provide a further deadline for submission of proposals. Six (6) proposals were submitted.
4. On December 20, 2012, the District and two (2) Chief Facilities Officers from other school districts, meet to evaluate the six (6) proposals to determine the firms that would be invited to interview. The Evaluation Committee was comprised of the following members:
 - a. Keith Holtslander, Director of Facilities & Construction
 - b. Luis Freese, Maintenance & Operations Executive Director
 - c. Lew Jones, Facilities Director Berkeley Unified School District
 - d. Steve Adamo, Director Maintenance and Construction, San Jose Unified School District

Each committee member was provided a copy of each proposal received, a copy of the Selection Criteria and Evaluation Criteria (developed by District's facilities legal counsel), a Conflict of Interest Disclosure Form and a scoring sheet.

5. Firms' Proposals were evaluated based the following criteria:
 - a. Experience with OPSC, CDE, DSA, and Title 24 requirements and similar projects;
 - b. Experience of Staff Proposed;
 - c. Experience using Primavera;
 - d. Proposed Methodology and Capabilities;
 - e. Access to Resources;
 - f. Quality Control Systems;
 - g. Cost and Pricing;
 - h. Past Performance;
 - i. Overall Responsiveness and Completeness of Proposal; and
 - j. Overall Appearance and Effort in the Proposal
6. The top four (4) scoring firms were invited to interview with the District's Selection Committee. The firms selected to interview were RGM, SGI, DACM, and Roebbelen.
7. The firms invited to interview with the District's Selection Committee were notified of the interview date, time and location and each were provided a summary of the

information to present in firm's interview.

8. Interviews were held at the District's Facilities Operations Center on Monday, March 25, 2013. The Selection Committee was comprised of the following members:
 - a. Magdy Abdalla, Chief Engineering Officer
 - b. Keith Holtslander, Director of Facilities & Construction
 - c. Luis Freese, Maintenance & Operations Executive Director
 - d. Lew Jones, Facilities Director Berkeley Unified School District
 - e. David L. Goldin, Chief Facilities Officer, San Francisco Unified School District

Following oral presentations, the Selection Committee provided for a time for a question/answer session.

9. Firms were evaluated based on their understanding of the requirements and needs of the District's Capital Program as demonstrated by their project teams. Firms were rated on the completeness of their understanding of the District's Capital Program and their demonstrated ability to meet the District's Capital Program needs. Based on the Selection Committee's evaluation, the Committee made the following Recommendation:
 - Given SGI's invaluable institutional knowledge regarding the District's Capital Program, SGI should be retained to perform Program Management services. Roebbelen should be retained to provide Construction Management services because it has greater demonstrated construction management experience and skills. The Selection Committee agreed that RGM could be appropriate for certain select, construction management projects, but RGM did not have sufficient experience or capacity to perform the entire Program/Construction Management services. Finally, the Selection Committee agreed that DACM was not sufficiently experienced to provide the services required by District's Capital Program.

Exhibit F13-03

Madeline Kronenberg: I'm ready.

Charles Ramsey: Okay, thank you and welcome everybody today. And I'm going to do roll call. Ms. Kronenberg?

Madeline Kronenberg: Present.

Charles Ramsey: Mayor [ph?].

Mayor: Present.

Charles Ramsey: Both men are here. We're gonna move something up on the agenda. So I have a couple of comment and I'm gonna take C4 first. And then I want to get to the business stuff and <inaudible>. And can I get a _____ in the beginning.

Mayor: <inaudible>

Charles Ramsey: And then I recommend they were fine, move approval of minutes?

Madeline Kronenberg: Second.

Charles Ramsey: Okay, all in favor?

Group: Aye.

Charles Ramsey: Next meeting will be May 14th, Saturday, it's the week after debt and labor issues. So we'll have a lot to talk about. So, May 14th is fine [ph?]. I look forward to it. All right?

Bill Fay [ph?]: Yeah.

Charles Ramsey: Public comment: How many speakers do we have today? One, two-- any other— There are no other ones? Will the two people please come up? Say your

name, spell it for the record, because we want to make clear that we reflect it in the minutes. So, if you say your name and you have a last name "Smith," still spell it out.

Paul Haxo: My name is Paul Haxo. The last name is spelled H-A-X-O. I'm a district employee. I'm here to speak on behalf of Stege [ph?] School and was wondering what the process and progress of the _____ construction project is. I understand that we're waiting for the project at Coronado [ph?] for part of <inaudible>, but I understand that's <inaudible> go out for bid, if I understand?

Charles Ramsey: Yeah, it'll be out to bid midnight tonight [ph?].

Paul Haxo: So at that point we're wondering now that there's been a stoppage in the schematic and design-- end of the schematic design phase, _____ at the beginning of the construction drawings would begin eventually [ph?] and it would be submitted to the S.A. and all that stuff. Just trying to make sure that we're still on the calendar..

Charles Ramsey: Yeah, what we'll do is we'll agendaize it and get a better, full discussion in May, 'cause we don't have all the relevant information. The board, obviously, has to make choices as to whether they want to prioritize the paperwork. We need to look and see what they want to do, but I think it's an appropriate time to see what we want to do, because I think it's critical, especially since the portables are already there, already in place, all ready to go, that once Coronado [ph?] moves out in a couple years, that stage [ph?] would move right in and they'd finish up the business [ph?]. <inaudible>

Chris Hurwitz: My name is Chris Hurwitz.

Charles Ramsey: How do you spell your first name?

Chris Hurwitz: C-H-R-I-S. Last name: H-U-R-W-I-T-Z. I am a teacher at Stege Elementary and I'm here to find out what the status is about the rebuilding of the school.

Charles Ramsey: Yeah, that's an excellent opportunity. Cate Boskoff, do you want to speak now?

Cate Boskoff: Yes.

Charles Ramsey: I asked people who had wanted to speak, so please when I ask that, recognize it, and then we'll have a process. I'm trying to run a meeting and I need to know how many speakers. Does anybody else want to speak on Stege? Okay, that's fine. So I agree with you. I think it's appropriate, we need to have a conversation and I'm glad you're here. So we will agendize it and have a full discussion. The architect actually is here for Stege and we need to get that back on track. I grew up in that neighborhood, I have a lot of clients in that neighborhood, I represent Deliverance Temple, sending [ph?] little kids to school there. So I'm very familiar with their _____. I was just saying to Ms. Booker about a month ago we're trying get the _____ going into _____ and so this stage [ph?] is definitely a priority and we're doing a lot right now to try to get acclimated and situated.

Chris Hurwitz: Thank you.

Charles Ramsey: And so here we're excited about it, so I'm glad you're here and we will definitely make sure we have it agendized. And I always tell people the closed mouth never gets fed. Some schools never come and they never say anything and we never know. So the fact that you're doing that, that's wonderful. So that people know you don't want to be forgotten. Okay? And what's your name?

Lisa McNally: Lisa McNally. M-C-N-A-L-L-Y.

Charles Ramsey: And first name-- Lisa?

Lisa McNally: Lisa.

Charles Ramsey: L-I-S or L-E-S?

Lisa McNally: L-I.

Charles Ramsey: Well, I--

<overlapping conversation>

Lisa McNally: Yeah, I know. I know. L-I-S-A.

Cate Boskoff: Could you spell your last name for me?

Lisa McNally: Capital M, capita-- or "C", capital N-A-L-L-Y. I'm here on behalf of Stege as well, too. Because I heard yesterday that they just nixed the plans to not even go ahead with the rebuild. So I don't know. I mean, I guess I'm here to clear up what's going on--

<overlapping conversation>

Charles Ramsey: Go ahead-- Mr. Abdalla wants to respond to you.

<overlapping conversation>

Mr. Abdalla: Somebody must have better news than I do.

Charles Ramsey: Yeah, it's shock [ph?]- 'cause he told them to move forward and go ahead with all the designs.

Mr. Abdalla: I'm not quite sure where you get that information <inaudible> project <inaudible>?

Lisa McNally: There's no what?

Mr. Abdalla: There's not any direction to start it or they _____ the board.

Charles Ramsey: They would have to come to us, 'cause the board directed that those projects would either _____ 2010: Williston [ph?], Highland, Valley View, and Stege and Richmond High should all continue to move forward. So, I'm surprised that that word has gotten out. But, like I said, we'll have a robust discussion about this on May 14th.

Lisa McNally: May 14th. In this same meeting room?

Cate Boskoff: Yes.

Charles Ramsey: Well, we have to agendize it.

<overlapping conversation>

Charles Ramsey: This is the Brown Act, you know, unfortunately, we just can't--

Lisa McNally: I'm just here to represent--

Charles Ramsey: Well, I know that. But what we're saying is that by law and statute we as board members have to make sure that if we're gonna talk about that the public has a right to know that it's public and if other people want to come, then they have an opportunity to speak. We had no idea that anybody was coming from Stege, so we have to agendize it for the next meeting.

Lisa McNally: And we can get the word out, so at least they know.

Madeline Kronenberg: Exactly. This is what I'm gonna ask you to do. Wherever you may have heard that, wherever the rumor mill is, rolling around [ph?] Stege, tell them it's not a rumor, the truth is we're gonna talk about it next time. We're absolutely gonna agendize it and we're going to let them know it's very real [ph?]. There's now way it's put on the backburner. Absolutely up front and center. And I'm all about giving you time-- deadlines, right? Basically let's just cut that till the day we expect to do it on and <inaudible> start actually doing that. We'll do that _____ and we need to do it with all of our schools, because that's what our community's looking for. I know, that's what you're looking for.

Lisa McNally: Mm-hm. Especially when you've got these other plans.

<overlapping conversation>

Madeline Kronenberg: I know.

Charles Ramsey: It's exciting--

<overlapping conversation>

Lisa McNally: --I'm gonna say one--

<overlapping conversation>

Charles Ramsey: And it is surprising, because I know Mr. Abdalla has specifically made sure that Stege didn't lose their funding. So. I know that's a school that hasn't lost its funding. So. We'll see you guys on May 14th.

Lisa McNally: May 14th. All right, thank you so much.

Charles Ramsey: Thank you for coming. And we will talk about Stege.

Lisa McNally: Okay, thank you.

Charles Ramsey: Okay, C4, subcommittee recommendation for board regarding CM-PM request for qualifications. We have Cate Boskoff of Orbach, Huff & Suarez. Is that <inaudible>?

Cate Boskoff: Yes.

Charles Ramsey: Orbach: O-R-B-A-C-H. Huff: H-U-F-F. Suarez-- Am I on quiz today or something?

Woman: Thank you.

Cate Boskoff: Good afternoon [ph?]

Charles Ramsey: Wait a second. I can't hear you.

Cate Boskoff: Okay, I'm gonna work with Mr. Fay on this presentation.

Charles Ramsey: Sure.

Cate Boskoff: I was asked as a _____ council to come and speak to the process that's called <inaudible> construction health management services. And my firm was asked to facilitate or to aid staff in putting together the selection process to ensure that it

complied with public conduct code [ph?] government code, end code [ph?] _____
assisting closest [ph?] support and--

Charles Ramsey: I'm glad you're characterizing it. For some listeners [ph?], there's nothing in the statute that makes it mandatory. But I'm glad you said the legal process for soliciting proposals. That, for me, <inaudible>, but go ahead.

Cate Boskoff: Okay. Essentially, the RFP for programming construction management services was advertised in the appropriate papers July 31, 2012, and also on that same day posted on the facilities' planning and construction website along with _____ site. We had an informational pre-proposal meeting on August 15th the facilities operations center. District staff was on hand to answer questions that potential proposers might have. So, between August 15th and November 30th when the project proposals were due there were three times we tried to further [ph?] deadline to allow responders to have more time to prepare their proposals. So, again, the proposals were submitted on November 30th. A selection committee that was comprised of Mr. Abdalla and two facilities' director-level-- Mr. Abdalla's level from San José unified and Berkeley Unified.

Charles Ramsey: Who was it from San José?

Cate Boskoff: Steve.

Charles Ramsey: Steve.

Cate Boskoff: Steve.

Charles Ramsey: So Ty Williams [ph?] has left down there in San José?

Cate Boskoff: Ty's been gone for, like, three years. Let's see, Keith Holtslander and <inaudible>. At the December 20th meeting they reviewed the proposals, they had a scoring [ph?] that happened. As a result of that scoring there had been six proposals that were received and four made the cut. I was not a part of that. My firm helped facilitate that meeting. Subsequent to that, meetings were set up for _____ San José _____ budgetary screening [ph?] on March 25th and, again, comprised the two outside facilities' directors. This time it wasn't Mr. Abdalla. It was Mr. _____ Berkeley unified, and Mr. Abdalla, Mr. Holtslander and Mr. Freese. And the four first were given ample time to print out— put on their presentations. So I think the entire process went on for about seven

hours on the 25th and following that these special _____ recommendations that I believe Mr. Fay [ph?] can speak to.

Bill Fay: So, the selection committee looked at a process that actually bifurcated PM and CM. So, you would have one firm do the PM, one firm do the CM.

Cate Boskoff: Why?

Billy Fay: Well, because it is-- a program of this size, most programs are bifurcated.

Charles Ramsey: This program has been huge for the last ten years.

Bill Fay: I understand.

Charles Ramsey: And it hasn't been bifurcated.

Bill Fay: And I'm talking about other programs--

Madeline Kronenberg: Yes, but they received the recommendation. I've never seen anything that said it should be bifurcated.

Bill Fay: Well, that-- so the panel looked at retaining Seville as the program manager and for perhaps Roebbelen as the construction manager. And so what I wanted to do is honor their recommendation, bring it to the board or the subcommittee, to see if that was something that you wanted to entertain.

Charles Ramsey: Well, first of all, I'm gonna let-- I have the performance side of it--

Madeline Kronenberg: Me, too.

Charles Ramsey: --and I've read it. I've gone through it and I don't-- there's nothing in the performance of it that shows anything other than a program-- district is in compliance with state laws and regulations. This is the Section on-- that had to deal with compliance with state laws and regulations. The district where you have a problem was really on stuff we had in terms of trying to get our architects aligned in being able to get good proposals in. That has to do with us! So that was the one area that they said needed twenty-six

amendments on that. And they were saying that ninety-nine percent of the time invoices were paid. Ninety-- of a program this size! Ninety-nine percent. Sixty-five hundred invoices and there was only fifty-nine that were even paid after thirty days. So, I'm sitting here saying to myself-- in the changes [ph?]- even though those were requested by us half of the time! So, obviously, we're starting to come up with the new standard, I guess he was saying, but once these standards have been kind of exceeded it wasn't the normal thing to do and now we have the green buildings or something standards that they were talking about. And so I look at this and I say-- it just says, right here-- and this is the stuff that they developed [ph?] preventing or minimizing the number of contractor claims against the district. To me, that shows that things are being pretty well run across the board.

Madeline Kronenberg: <inaudible>

Charles Ramsey: So I don't-- I'm not gonna make that recommendation, because, for me, I look at other programs-- San José unified, It _____ for ten years. They went from '02 to '012 without _____. The district has more volume [ph?] capacity than us. They have a bond program a third of the size of the us: four hundred and twenty-nine million dollars in 2002. I know the whole board did nothing after that. And that person is _____ that ran that district. Then Dave Bowlin [ph?] in San Francisco's been there. He blasted this district! This _____ write a letter excoriating him for his basically lack of respect for West Contra Costa. Well, guess what? After that we passed the re-bond measure, and he was disappointed that Bill Savage got the job and he didn't back in 2003. And then finally, I'm not gonna-- I'll tell you what I think is the biggest conflict: Roebbelen's one of the biggest contracting firms. They bid-- they actually would have been awarded a job, a contract job; McCarthy got it, but they bid projects here all the time. And so, for me, I'm glad we went through this process, I want to thank Dr. Harter, 'cause I think it was important to be able to look at it with a critical eye, look at it different, but this program is not like any other program, just the way we handled the debt limit waiver process. Somebody would say, "Oh, you know what? Well, that-- that's different." Okay, we have shown we can be different and be unique. We can demolish schools in a community where they're not supposed to be demolished. They're supposed to be monetized, because they're _____ and they're poor. They're trapped land-wise. You're not supposed to move kids. We've done different things. And so I really said, yeah, maybe ten years ago when it first happened for a PM-CM. People questioned it then, but ten years later and a billion and a half dollars later and voters approving five [ph?] bond measures, I'm proud of the program that I built. And so I'm glad we went through the process, 'cause I'm a lawyer, we want to be able to stay legally sufficient; if somebody sues-- ain't nobody gonna sue anyway-- but if anybody did _____ I told 'em [ph?], Pat Gunn [ph?]. Back then Pat wanted [ph?] to think somebody's gonna sue, let's give _____. Why? And there was seven bidders, nobody sued. So I'm gonna let Ms.

Kronenberg finish and then I'm gonna make a motion <inaudible> we'll go from there. But she wanted to have some final comments.

Madeline Kronenberg: Thank you.

<overlapping conversation>

Bill Fay: So-- and just to let you know, there were, of course, outside people here. This is the first that I heard of Mr. Godin [ph?] describe-- saying anything bad about this program. So, on face value, this didn't have anything to do with performance. This didn't have anything to do with performance. I think that this is real _____ program. We had independent people out there. They pushed this conversation and I just wanted to stay true to the process. My secondary recommendation is to install SGI as PM-CM. But there's a twist that I'd like to add. So Roebbelen, if they join this program at all, would be conflicted from doing contracting. And what I was trying to do is set up a bench. And we had four firms, two firms fell out; it didn't appear that they had any personnel that was strong enough to join this team. So, I would ask that would the board give two contracts, the Seville being the prime and running the program as they have for the past twelve years.

Charles Ramsey: I appreciate that. I don't think-- for me, it's not necessary. And I don't mean to bring Roebbelen in, I don't want to bring anybody in. I have a performance audit that says-- the marriage is working. I don't even--

Mayor: Can I--?

<overlapping conversation>

Charles Ramsey: Oh, sure. Go ahead.

Kronenberg: So this is my point. When I go through this, there is— We're a school district and we get grades. initially, when somebody gets an "A," which is what this looks like, you don't say, "Guess what? I'm gonna bring somebody else in to do your job for you, because you did it so well." Right? If there was something in here that said, "Oh, wow. It shouldn't have this. It should be PMC [ph?]. It should be audited [ph?]. It should be run differently," I would respond to that. I don't see anything like that. And what I see is an interesting exercise that was followed because of a staff interpretation of writing codes, but I don't see anything in this exercise that persuades me that we should leave

the system, which is validated by every performance audit that I've ever read, that says that we're doing a good job with our program. Our program's different. Our program's different. And to just suddenly decide that you're gonna bifurcate-- go in a very different direction even though it's been effective doesn't make any sense to me.

Charles Ramsey: I'm gonna share something, 'cause I've been around a long time, from the beginning of this program. Turner was the first firm in this program. Turner Construction. And I'll never forget they looked me in the face and they said, "Your program's not big enough." This was for over forty million dollars, 'cause they were on the _____. Turner SCS [ph?].

Mayor: I bet [ph?].

Charles Ramsey: Bifurcated system. I had it. They walked away from it. They said, "We all know Richmond has the capability to be able to pass one." I'll never forget Turner [ph?]. There's all these work alternatives to Turner [ph?] coming up, so all of a sudden it costs a hundred and fifty. And now [ph?] it passed three hundred. Then we passed four hundred. <knocks on table>. "Don't you remember us?" <knocks on table> But it once again reminded me that a lot of time people don't believe you're capable of doing <inaudible>. And we've always taught our kids in the district, "You can reach-- _____? You can reach for that." That's why Roger Farm [ph?] _____ is with the ILC [ph?] family [ph?] now at University of Pennsylvania, coming out on projects _____ and he's feeling that _____ city official shaking his hand there in Philadelphia. So I understand it's great, but just because you've had something and you think, "Jeez--" It's sort of like me saying to this team, "Hey, we've got the Piper Jaffray. We've got the DJ De La Rosa [ph?]." And they've worked their tails off. They've done everything. They've delivered. And all of a sudden I'm gonna go after Brandford [ph?] and say to them, "Hey, well, we just need a change, but _____. Our _____, hey, you know, I want in." I don't think it's-- it's not where we're at in the middle of a program that's halfway through, having to educate and train people, having conflict. It's just not necessary when I don't see anything success in our program. I mean, for *The Times* to come out, they didn't criticize the bond program, they didn't criticize the work. We're not being criticized for what we're doing in the schools we're <inaudible>.. We're just being criticized, because we have too much debt. That's all they can say and report on that. They haven't said the program hasn't run.

Madeline Kronenberg: No.

Charles Ramsey: So and neither has the oversight committee and it's our-- it's a board decision that _____ they either vote us in or vote us out. So my whole issue is to

keep the current situation with Seville Group as the PM and CM. That's my recommendation.

Cate Boskoff: So as a point of process I wanted to point out that last time we did an RFP was in 2001. Now we've done one in 2013 and, essentially, we'll now come back to the board with a new contract--

Charles Ramsey: Yep.

Cate Boskoff: --which will give you a five-year run.

Charles Ramsey: And you have to negotiate [ph?].

Cate Boskoff: --under the new RFP. But service contracts have to be renewed or re-read every five years. So regardless--

Charles Ramsey: I disagree with you.

Cate Boskoff: They have to be renewed. They don't have to go out for a--

Charles Ramsey: Well, I agree we do. We--

<overlapping conversation>

Cate Boskoff: --go through the board.

Charles Ramsey: We're making a way--

<overlapping conversation>

Charles Ramsey: --to reward [ph?], to renew the contract like we do--

<overlapping conversation>

Cate Boskoff But since you've done an RFP and you're selecting them under this new RFP, I mean, you're taking-- instead of throwing out the RFP, you're selecting the firm that's already in place.

Charles Ramsey: After the RFP-- you've gone through the RFP process, you've gone through an independent, neutral-- I didn't talk anybody into-- I didn't get involved. No board member got involved. They went through the process, you went through your own screening, you decided who you wanted to interview, they came in and they interviewed, you did your scoring, you did your recommendation, and you're giving us your recommendation. That's great. We rejected it.

Cate Boskoff: No, that's--

<overlapping conversation>

Charles Ramsey: And so we're telling y--

Cate Boskoff: You rejected it in part, because-- correct.

Charles Ramsey: We're accepting the part <knocking table in emphasis> around the PM and we're also saying that we're rejecting the part-- we're not bringing Roebbelen in for the CM and we're saying for <knocking table in emphasis> PM-CM, **Seville Group shall continue to serve in that capacity under the RFP--**

<overlapping conversation>

Cate Boskoff: --that's a point of process though I think it might be important to start fresh with this RFP having been with one that-- that institutes this new contract. Because of the--

<overlapping conversation>

Charles Ramsey: That's fine. I don't have any problem with that. I mean, that you, as a lawyer, will sit down and draft a contract with terms and conditions, that's fine. But-- that's what I do thousands of. I just got out <inaudible>--

<overlapping conversation>

Charles Ramsey: But I understand what you mean. You'll have an agreement, not for _____ one, but for-- there are thirteen.

Cate Boskoff: Thirteen.

Charles Ramsey: But I have to tell you, between me and you, it doesn't matter, because the board action is what really consummates a contract. You could have them write a contract up all you want; if the board doesn't ratify it, it doesn't matter. Again, you don't have to-- for professional services, you don't by law have to have a contract. You have to have terms and conditions and being worked on. It makes it in the case of lawsuits, it clarifies no ambiguity because you have the terms and conditions under which you're working. But I had no problem-- I understand your analysis and what you're going through [ph?], so I made the motion that for PM we accept staff's recommendation. For CM we reject Steph's recommendation, Roebbelen, and institute Seville Group as the one who will be doing construction management. And that's my recommendation.

Madeline Kronenberg: I vote with you.

Charles Ramsey: All right. So that's--

Bill Fay: We'll bring that back to board on the 24th and then we'll bring back the contract when it's complete.

Charles Ramsey: Okay, thank you very much for that, Cate. It's good to see you. I still need you to respond to email for the Ivy League Connection dance.

Cate Boskoff: <inaudible>

Charles Ramsey: We had fun watching the-- we always have a kids thank us for support. All right, so now we're on to Dover.

[recording ends at specified end point]

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Exhibit F13-04

***CI C.5 Ratification and Approval of Engineering Services Contracts**

Comment:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: \$611,947. Funding sources Measure J Bond and Measure D-2010 Bond.

***CI C.6 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: De Anza HS Replacement Campus; Portola MS CCS @ Downer; Vista HS Portable Tech Labs 1 & 2. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In addition to normal ratification, approval of the noted Change Orders for the Portola MS CCS @ Downer project is required by the Board, with special findings as noted below, because this project is in excess of the Public Contract Code limit of 10% of the original contract value. In accordance with Public Contract Code 20118.4, the Board, by ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$607,870.16

***CI C.7 Approval of Program and Construction Management Contract**

Comment:

The District undertook a RFP/RFQ process for the Program and Construction Management of the WCCUSD Bond Program. This process was adjunct to the Education Code provisions on contract terms.

Six firms submitted proposals that were screened by a committee that consisted of facility management professionals employed by WCCUSD and other districts that have G.O. Bond Programs. Four firms proceeded to the interview phase by the panel that suggested an alternate approach for these services that was presented to the Facilities Sub Committee on April 9, 2013.

The FSC felt that a change in course was not warranted, as the program was already well managed and there was no basis to introduce an alternate management solution. As such, the committee recommends maintaining the continuity by awarding a new contract to the Seville Group, Inc., to provide both Program and Construction Management Services.

Staff will negotiate a new contract to be executed by the Superintendent of Schools.

Recommendation:

To ratify the Facilities Sub Committee's recommendation to award a new contract to the Seville Group, Inc.

Fiscal Impact:

To be negotiated. Funding sources Measure J, Measure D-2010 & Measure E-2012.

***CI C.8 Ratification of Staff Awarded Contract (CUPCCAA): JFK Park Restoration – Landscape Design Build**

Comment:

Plans and specifications provided by Facilities Staff to comply with restoration requirements of *Construction Access, Property Use and Restoration License Agreement* with City of Richmond dated July 31, 2008. Scope of work includes design build irrigation and planting for JFK park restoration, prepare, irrigate and landscape north side of play yard, prepare and sod south side of play yard, install mulch on southwest corner and west side of play yard and install Fibar Chips in play structure area.

The Superintendent's designee has approved and executed a contract for the project to Lemmings Irrigation, Inc., \$39,500. All contracts approved by District staff must be ratified or, in some cases, reviewed by the District's Board. (California Uniform Public Construction Cost Accounting Act Resolution # 90-0809 (2009); Educ. Code § 22034)

Recommendation:

Ratify staff award of the contract to Lemmings Irrigation, Inc.

Fiscal Impact:

\$39,500. Project will be funded from the Measure J.

***CI C.9 Ratification of Staff Awarded Contract (CUPCCAA): JFK Park Restoration - Paving and Fencing**

Comment:

Plans and specifications provided by Facilities Staff to comply with restoration requirements of *Construction Access, Property Use and Restoration License Agreement* with City of Richmond dated July 31, 2008. Scope of work includes removal of interim perimeter play yard fencing at JFK Park, installation of permanent fencing along 41st St. and on south side of Martin Luther King, Jr. Elementary School staff parking lot, asphalt removal required for fencing, and replacement of asphalt on perimeter of play yard.

Exhibit F13-05

The preliminary estimate for the project was \$700,000 so the language for the PLA was not included in the bid documents. The lowest bid was more than one million dollars, which would require the project be covered by the PLA. Considering this information, it is appropriate that the District re-estimate the project and rebid. Therefore it is recommended that the Board take action at this time to reject all bids and authorize staff to rebid the project.

Recommendation:

Reject all bids and authorize staff to rebid project.

Fiscal Impact:

Not known at this time. Funded from the Measure D-2010 Bond.

*CI **C.16 Agreement for Program, Project and Construction Management Services between West Contra Costa Unified School District and SGI Construction Management (“Agreement”)**

Comment:

On July 24, 2013 the contract for Program and Construction Management Services with SGI, Construction Management was brought to the Board of Education for consent approval, Item C-13. In the process of adopting the consent agenda, Director Ramsey requested that the Board approve a change to the contract that would remove the Termination for Convenience clause and add a clause affirming that the agreement shall be only terminated for cause.

Director Ramsey cited as rational for the removal of the clause a need to keep “the continuity of the bond program flowing” and preserve the District’s relationship with SGI, “so that if there is a change of board, change of administration . . . we don’t take something that [was] created over the last 15 years and just dismantle it on the whims of individuals”. The Board unanimously voted to delete the termination for convenience clause and add a clause that allows for termination only for cause.

At staff’s direction, legal counsel prepared the requested revisions. Pursuant to the Brown Act, the item is herein re-noticed, as the removal of the termination for convenience provision could be interpreted as a material change.

The changes to the Agreement (included in the provided redlin) are in accordance with changes to the July 24, 2013 meeting minutes at the August 12, 2013 BOE meeting and recited as follows: *(the new language is underlined and the removed language appears as ~~strike-through~~ text)*

Recommendation:

Memorialize revisions for the Agreement for Program, Project and Construction Management Services as changed between West Contra Costa Unified School District and SGI Construction Management.

Fiscal Impact:

To Be Determined

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** September 11, 2013
From: Bill Fay **Agenda Item:** CI C.16
Associate Superintendent for Operations
Subject: Agreement for Program, Project and Construction Management Services between West Contra Costa Unified School District and SGI Construction Management (“Agreement”)

Background information: On July 24, 2013 the contract for Program and Construction Management Services with SGI, Construction Management was brought to the Board of Education for consent approval, Item C-13. In the process of adopting the consent agenda, Director Ramsey requested that the Board approve a change to the contract that would remove the Termination for Convenience clause and add a clause affirming that the agreement shall be only terminated for cause.

Director Ramsey cited as rational for the removal of the clause a need to keep “the continuity of the bond program flowing” and preserve the District’s relationship with SGI, “so that if there is a change of board, change of administration . . .we don’t take something that [was] created over the last 15 years and just dismantle it on the whims of individuals”. The Board unanimously voted to delete the termination for convenience clause and add a clause that allows for termination only for cause.

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Recommendation:

Memorialize revisions for the attached Agreement for Program, Project and Construction Management Services as changed between West Contra Costa Unified School District and SGI Construction Management.

Fiscal Impact: To Be Determined.

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

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

TABLE OF CONTENTS

Article 1.	DEFINITIONS	1
Article 2.	SCOPE, RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER ..	2
Article 3.	CONSTRUCTION MANAGER STAFF	3
Article 4.	SCHEDULE OF WORK	3
Article 5.	CONSTRUCTION COST BUDGET.....	3
Article 6.	FEE AND METHOD OF PAYMENT.....	5
Article 7.	PAYMENT FOR EXTRA SERVICES.....	5
Article 8.	OWNERSHIP OF DATA	5
Article 9.	TERMINATION OF AGREEMENT	6
Article 10.	INDEMNITY.....	7
Article 11.	FINGERPRINTING	7
Article 12.	RESPONSIBILITIES OF THE DISTRICT	8
Article 13.	LIABILITY OF DISTRICT.....	8
Article 14.	INSURANCE	9
Article 15.	NONDISCRIMINATION.....	11
Article 16.	COVENANT AGAINST CONTINGENT FEES	11
Article 17.	ENTIRE AGREEMENT/MODIFICATION	11
Article 18.	NON-ASSIGNMENT OF AGREEMENT	11
Article 19.	LAW, VENUE	12 ¹¹
Article 20.	ALTERNATIVE DISPUTE RESOLUTION.....	12
Article 21.	SEVERABILITY	12
Article 22.	EMPLOYMENT STATUS.....	12
Article 23.	WARRANTY OF CONSTRUCTION MANAGER	13
Article 24.	COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS	14 ¹³
Article 25.	COMMUNICATIONS / NOTICE	14
Article 26.	DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION	14
Article 27.	OTHER PROVISIONS	14

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER-1

EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA WORK **B-1**

EXHIBIT "C" – SCHEDULE OF WORK **C-1**

EXHIBIT "D" – FEE SCHEDULE **D-1**

EXHIBIT "E" – CERTIFICATIONS **E-1**

AGREEMENT FOR PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Program, Project and Construction Management Services ("Agreement") is made as of the ____ day of _____, 2013, between the **West Contra Costa Unified School District** ("District") and **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 is part of the District's Measures D and E Bond Program ("Program") (See Exhibit "A" for Project 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.
- 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: _____
 Project Director: _____
 Construction Manager: _____
 Asst. Construction Manager: _____
 Other: _____
 Other: _____

- 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 cooperatively 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 professional(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) at no additional cost to the District.
 - 5.6.3.3. Terminate this Agreement if the Project 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

an amount equal to _____ percent
(_____ %) of the Construction Cost Budget

for all services contracted for under this Agreement and based on the Fee Schedule attached to **Exhibit "D."**

6.2. District shall pay Construction Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**

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

6.4. 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, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** ("Fee")

Article 7. PAYMENT FOR EXTRA SERVICES

7.1. District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Construction Manager's Fee 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, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager. 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.
~~9.1.~~

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~~9.2.~~ District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.

~~9.3-9.2.~~ 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.

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~~9.4-9.3.~~ 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.

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~~9.5-9.4.~~ 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.

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~~9.6-9.5.~~ 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

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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

~~10.1.10.2.~~ 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.

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~~10.2.10.3.~~ 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. 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.

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Article 11. FINGERPRINTING

~~11.1.11.2.~~ 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.

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~~11.2.11.3.~~ No drugs, alcohol and/or smoking are allowed at any time in any

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buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

~~11.3.11.4.~~ Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

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Article 12. RESPONSIBILITIES OF THE DISTRICT

~~12.1.12.2.~~ 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.

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~~12.2.12.3.~~ The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.

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~~12.3.12.4.~~ 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).

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~~12.4.12.5.~~ 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.

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~~12.5.12.6.~~ The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.

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~~12.6.12.7.~~ 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.

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~~12.7.12.8.~~ 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.

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Article 13. LIABILITY OF DISTRICT

~~13.1.13.2.~~ 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.

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~~13.2.13.3.~~ Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.

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~~13.3.~~~~13.4.~~ 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.

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~~13.4.~~~~13.5.~~ The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered 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.

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Article 14. INSURANCE

~~14.1.~~~~14.2.~~ 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).

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~~14.2.~~~~14.3.~~ **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

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~~14.2.1.~~~~14.3.1.~~ **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.

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~~14.2.2.~~~~14.3.2.~~ **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.

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~~14.2.3.~~~~14.3.3.~~ **Workers' Compensation.** Statutory limits required by the State of California and

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~~14.2.4.~~~~14.3.4.~~ **Employer's Liability.** Two million dollars (\$2,000,000) per accident for bodily injury or disease.

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~~14.2.5.~~~~14.3.5.~~ **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.

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~~14.3.~~~~14.4.~~ The District reserves the right to modify the limits and coverages

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described herein, with appropriate credits or changes to be negotiated for such changes.

~~14.4.14.5.~~ **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.

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~~14.5.14.6.~~ **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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~~14.5.1.14.6.1.~~ All policies except for the professional insurance policy shall be written on an occurrence form

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~~14.5.2.14.6.2.~~ 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.

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~~14.5.3.14.6.3.~~ 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.

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~~14.5.4.14.6.4.~~ 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.

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~~14.5.5.14.6.5.~~ 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.

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~~14.5.6.14.6.6.~~ 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.

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~~14.6.14.7.~~ **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.

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~~14.7.14.8.~~ **Verification of Coverage:** Construction Manager shall furnish the District with:

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~~14.7.1.14.8.1.~~ Certificates of insurance showing maintenance of the required insurance coverage;

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~~14.7.2.14.8.2.~~ 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.

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Article 15. NONDISCRIMINATION

Field Code Changed

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.

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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.

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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.

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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.

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Article 19. LAW, VENUE

~~19.1~~19.2. 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~~19.3. 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.

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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.

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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.

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Article 22. EMPLOYMENT STATUS

~~22.1~~22.2. 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~~22.3. 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~~22.4. 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

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authority.

~~22.4.~~22.5. 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).

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~~22.5.~~22.6. 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.

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~~22.6.~~22.7. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

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Article 23. WARRANTY OF CONSTRUCTION MANAGER

~~23.1.~~23.2. 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.

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~~23.2.~~23.3. 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.

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~~23.3.~~23.4. Construction Manager certifies that it is aware of the provisions 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.

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~~23.4.~~23.5. 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.

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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).

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Article 25. COMMUNICATIONS / NOTICE

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

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<p>District West Contra Costa Unified School District 1300 Potrero Avenue Richmond, CA 94804 ATTN: Director of Facilities and Construction</p>	<p>Construction Manager _____, Inc. _____ _____, CA _____ ATTN: _____</p>
---	--

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.

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Article 27. OTHER PROVISIONS

~~27.1.~~27.2. 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.

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~~27.2.~~27.3. 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

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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.

~~27.3-27.4.~~ 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.

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

Dated: _____,
2013

Dated: _____,
2013

West Contra Costa Unified School District

SGI, Construction Management

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit F13-06

Proof of Subcontractor Payment Details for December, 2012 and January, 2013 Services: Submitted with January, 2013 Services Invoice

SGI Subcontractor Payment Details (December / January Services)

Sub Consultant Invoice Detail			WCCUSD Invoice Details		Sub Contractor Payment Details				
Sub Consultant	Invoice Number	Sub-Consultant Invoice Amt Billed	Month Ending	Date	SGI Invoice #	Date Paid To SGI	Date SGI Paid Sub Consultant	Sub-Consultant Invoice Amt Paid by SGI	Comments
CMR	1366	\$15,200.00	11/30/2012	12/1/2012	JGCR-1213-05A	12/28/2012	1/4/2013	\$15,200.00	1) Payment received on 1/04/13 from WCCUSD. SGI has paid sub consultant in-full per the payment terms of the sub consultant agreement (terms provided below)
CMR	1367	\$15,200.00	12/31/2012	1/2/2013	JGCR-1213-06	2/12/2013	See Comments		1) Payment received on 2/12/13 from WCCUSD. SGI will pay sub consultant in-full per the payment terms of the sub consultant agreement (terms provided below)
CMR	1368	\$16,720.00	2/11/2013	2/11/2013	JGCR-1213-07A		See Comments		1) SGI is waiting for payment from District. 2) Once payment is received by WCCUSD, SGI will pay sub consultant in-full per the payment terms of the sub consultant agreement (terms provided below)

* SGI Sub-Consultant Payment Terms

- Amanco: 15 days from date paid by WCCUSD
- CMR: 30 days from date paid by WCCUSD
- MBCM: 30 days from date paid by WCCUSD
- Miller Associates: 30 days from date paid by WCCUSD

Exhibit F13-07

From: David <dhp@verizon.net>
Sent: Friday, November 13, 2015 5:11 PM
To: Ernie Cooper; Jenny Dominguez
Subject: FW: SGI JAN Payment???

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Dominguez/Mr. Copper,

Here is an email string involving Mr. Davis (MBCM) and Mr. Stauffer that started in the transfer of staff MBCM to Amanco.

This may give you some background.

David Page

From: John Stauffer [mailto:johnjstauffer@att.net]
Sent: Friday, March 01, 2013 11:31 AM
To: 'Leroy Davis'
Cc: David Page
Subject: RE: SGI JAN Payment???

Thank you, Leroy. I'm truly sorry to hear about your mother's declining health ... I fully understand the need to "drop everything" having cared for my mother for the final 6 years of her life after finding her near death on a chance visit back to CT. Very glad to see that your priorities are in order ... you're doing the right thing ... WCCUSD issues are insignificant and temporal compared to living with the regrets resulting from "family-comes-second" decisions.

You've always been instant turn-around or better, I know this, I greatly appreciate this, and I'm well aware where the fault lies these 2 plus years.

I apologize for having been exhausted by SGI's financial and professional gross irresponsibility towards myself and others that are told that we're "one team" ... only to watch paycheck distribution at month end for that months work effort while we've been 1-month plus as many as 4-additional-months behind current month due solely because of SGI's failure to pay MBCM.

This has gone way beyond SGI hiding behind requesting "professionalism" while practicing something bordering on indentured servitude. Month after month, year after year, no one from SGI management has ever come to me to explain a payment delay let alone offer an apology ... while month after month I've gone to SGI management to request that they please look into expediting payments weeks and often months late.

Again, my apologies to you for having to say "I've lost all patience" with a situation solely resulting from SGI's attitude towards timely payment of consultant firm invoices.

My thoughts ... my concerns ... my prayers, are with your mother, your family, and you. Sincerely - John

John Stauffer
San Francisco, CA

M 415-385-0065
johnjstauffer@att.net

From: Leroy Davis [<mailto:ledavone@yahoo.com>]
Sent: Friday, March 01, 2013 10:00 AM
To: John Stauffer
Cc: knassab@sgicm.com
Subject: Re: SGI JAN Payment???

John,

We did get paid for December, I pick up the check, however, I have an emergency and had to fly back to DC. My mother is gravely ill! I dropped everything and left. I will be back on Monday I hope.

John I have actually been paying you in advance of getting paid by Seville since September. My mother's issues withstanding, I will try to get a check to you by Monday. Continue to bring your issues forward, however, maintain discretion. The entire issue of invoicing and contracts are somewhat political, problematic and controversial. Therefore, I highly recommend that you maintain complete reticence on this subject unless you can discuss the matter discreetly and in private with Seville's managers. I would not discuss these issues in a public forum. I have received feedback that you are airing laundry publicly and it has made some people uncomfortable.

Leroy Davis

Principal

MBCM LLC

1425 k st. NW. Washington DC 20005

202-266-9909 office

202-587-5600 fax

818-625-0246 cell

Ledavone@yahoo.com

On Mar 1, 2013, at 8:52 AM, "John Stauffer" <johnjstauffer@att.net> wrote:

Leroy – Another month – another request to Juan to make certain that SGI paid you ... mentioning yet again that you've always turned around payments same-day.

Juan was told by SGI that they're current ... often a very subjective interpretation on their part! Let me know "true or false", so that I can have Juan continue to work on payment finally being made.

Thanks - John

John Stauffer
San Francisco, CA
M 415-385-0065
johnstauffer@att.net

Exhibit F13-08

From: Fay, Bill <BFay@wccusd.net> on behalf of Fay, Bill
Sent: Monday, July 02, 2012 1:58 PM
To: Coyne, Martin
Cc: Abdalla, Magdy;Gamba, Sheri;Holtslander, Keith
Subject: FW: SGI Fee Schedule
Attachments: image001.png; image002.png; image003.png; image004.png; image005.png
Importance: High

Martin,

Please audit SGI invoices for mileage, vacation / illness and any other extraneous expenses billed to the district over the last three years and prepare a finding. As this process is already underway, please advise a likely timeframe when this task can be accomplished.

Bill

Bill Fay

Associate Superintendent - COO

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA. 94801

(510) 231-1105 (Office)

(510) 236-0190 (Facsimile)

bfay@wccusd.net<<mailto:bfay@wccusd.net>>

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Exhibit F13-09

**West Contra Costa
Unified School District**

**MEASURES J (2005) AND D (2010)
PERFORMANCE AUDIT**

JUNE 30, 2013

February 11, 2014

**TOTAL SCHOOL SOLUTIONS
4751 MANGELS BOULEVARD
FAIRFIELD, CA 94534**

TSS reviewed the District's Financial Audit for 2012-13. Crowe Horwath LLP conducted the 2012-13 financial audit of the District and issued an unqualified audit opinion. TSS noted that Crowe Horwath LLP's financial audit report identified a couple of significant deficiencies in the District's accounting of student body funds not considered to be material weaknesses based on their limited purpose review of internal controls over financial reporting and disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards. These deficiencies were not noted in their review of bond funds. TSS also verified that Crowe Horwath LLP concluded for the items tested, nothing came to the auditor's attention that the District had not comply with state laws and regulations.

Observations

- In TSS's review of SGI invoices, an invoice listed detailed personnel charges of SGI employee's vacation and sick hours that were charged to the District. Typically, contracting agencies do not compensate an independent contractor for their employee's vacation time, sick time, and other fringe benefits.
- In TSS's review of the District's legal invoices charged to bond funds, it was noted that one of the legal cases has incurred more than \$2.8 million to date in legal fees as of June 30, 2013. The majority of the legal fees are hourly professional charges that resulted from preparation for a legal matter in which the court case has been postponed on several occasions. It was also noted that only one signature (the Associate Superintendent of Business) is required to approve these legal invoices.

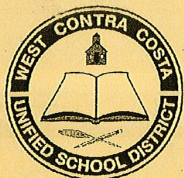
Recommendations

- It is recommended that the District review SGI's management contract to determine whether SGI's employees' vacation and sick hours are valid charges in accordance with the contract.
- It is recommended that the District closely monitor and control the legal costs of the high cost litigation case in which they are embroiled, to ensure the costs are reasonable and appropriate.

District Response

- The District concurs with both recommendations.

Exhibit F13-10



West Contra Costa Unified School District

Administration Building
1108 Bissell Avenue
Richmond, California 94801-3135

Check Number: 115919
Check Date: 10/21/2014

\$61,411.22

Pay Sixty One Thousand Four Hundred Eleven Dollars and 22 cents *****

To The Order Of THE SEVILLE GROUP INC
1400 MARINA WAY SOUTH
RICHMOND, CA 94804

**FILE COPY
NON-NEGOTIABLE**

West Contra Costa USD, Richmond, CA 94801-3135 Page 1 of 1

Invoice Date	Invoice Number	Description	Invoice Amount			
10/08/2014	500001-2500E-02	CONSTRUCTABILITY REVIEW FOR MU Voucher - GL-21-9745-6207-364-0000-8500-400130-0-0000	\$1,155.00			
10/07/2014	500001-2500K-02	PINOLE VALLEY CAMPUS REP - CON Voucher - GL-21-9745-6207-362-0000-8500-400130-0-0000	\$15,566.20			
10/07/2014	500001-2500F-02	CONSTRUCTABILITY REVIEW FOR MU Voucher - GL-21-9745-6207-160-0000-8500-400130-0-0000	\$7,240.80			
10/07/2014	500001-2500I-02	OHLONE EAST CAMPUS - CONSTRUCT Voucher - GL-21-9745-5860-146-0000-8500-400130-0-0000	\$14,107.50			
10/14/2014	GCR-1500-0914036	CENTRAL FACILITIES PROGRAM COO Voucher - GL-21-9745-6202-615-0000-8590-400130-0-0000	\$21,945.10			
10/20/2014	10/20/14	SGI REFUND Voucher - GL-21-9745-6202-615-0000-8590-400130-0-0000	\$1,396.62			
Vendor No.			Vendor Name	Check No.	Check Date	Check Amount
11231			THE SEVILLE GROUP INC	00115919	10/21/2014	\$61,411.22

Coyne, Martin

From: Coyne, Martin
Sent: Monday, October 20, 2014 7:09 PM
To: Goco, Tomas
Cc: Webber, Regina; Coyne, Martin
Subject: Check for SGI
Attachments: SGI refund.pdf

Tomas,

Please prepare a check to SGI in the amount of \$1,396.62.
This check is a refund of amount overpaid to SGI. I leave a hard copy on your seat.
Please see the attached documentation. If you have any questions, please email or call me.

Thanks,
Martin Coyne
Executive Director, Business Services
West Contra Costa Unified School District
(510) 231-1148 Office phone
(510) 619-6303 Cell phone

01396-61500-97456202-
708XXGC

21-9745-6202-615-0000-8590-400130-
0-0000

DIRECT PAY

Date: R. Webb 10/21/2014

2012-2013 Vacation + Sick Leave

Invoice #	Employee	Month/Year	Hours Billed	Billable Hours	Hours Difference	Billable Rate	Amount Difference
WCC-J-GCR-1112-12	Lora Boehlke	Jun-12	104.00	102.00	2.00	\$ 45.00	\$ 90.00
WCC-J-GCR-1112-12	Imelda Sanchez	Jun-12	168.00	161.00	7.00	\$ 35.65	\$ 249.55
WCC-J-GCR-1112-12	Samara Silverman	Jun-12	168.00	160.00	8.00	\$ 45.00	\$ 360.00
WCC-J-GCR-1112-12	Winson Thai	Jun-12	175.00	171.50	3.50	\$ 48.96	\$ 171.36
WCC-J-GCR-1112-12	Maria Zupo	Jun-12	168.00	166.00	2.00	\$ 40.00	\$ 80.00
WCC-J-GCR-1112-11	Lora Boehlke	May-12	184.00	176.00	8.00	\$ 45.00	\$ 360.00
WCC-J-GCR-1112-11	Melissa Payne	May-12	184.00	160.00	24.00	\$ 70.00	\$ 1,680.00
WCC-J-GCR-1112-11	Imelda Sanchez	May-12	184.00	156.00	28.00	\$ 35.65	\$ 998.20
WCC-J-GCR-1112-11	Samara Silverman	May-12	184.00	165.00	19.00	\$ 45.00	\$ 855.00
WCC-J-GCR-1112-11	Winson Thai	May-12	188.00	130.00	58.00	\$ 48.96	\$ 2,839.68
WCC-J-GCR-1112-11	Verna Van	May-12	180.00	172.00	8.00	\$ 45.00	\$ 360.00
WCC-J-GCR-1112-11	Maria Zupo	May-12	176.00	168.00	8.00	\$ 40.00	\$ 320.00
WCC-J-GCR-1213-06	Jeanette Lee	Nov-12	160.00	159.50	0.50	\$ 35.65	\$ 17.83
WCC-J-GCR-1213-04	Winson Thai	Sep-12	186.00	185.50	0.50	\$ 48.96	\$ 24.48
WCC-J-GCR-1213-04	Verna Van	Sep-12	176.00	80.00	96.00	\$ 45.00	\$ 4,320.00
WCC-J-GCR-1213-06	Winson Thai	Dec-12	141.00	140.50	0.50	\$ 48.96	\$ 24.48
							\$ 12,750.58

Amount Rec'd \$ 15,362.80

Amount Due 13,966.18

Amount Overpaid \$ 1,396.62 *

2012-2013 Vacation + Sick Leave \$12,750.58

2013-2014 Vacation + Sick Leave 1,215.60

Total \$ 13,966.18

* Please refund SGI \$ 1,396.62.

See attached paper

OK to Pay

WTC
10/20/14

2013 - 2014 Vacation & Sick Leave

Invoice #	Employee	Month/ Year	Hours Billed	Billable Hours	Hours Difference	Billable Rate	Amount Difference
WCC-J-GCR-1314-01	Tierra Andrews	Jul-13	176.00	168.00	8.00	\$ 45.00	\$ 360.00
WCC-J-GCR-1314-01	Erica Butler	Jul-13	162.00	154.00	8.00	\$ 35.65	\$ 285.20
WCC-J-GCR-1314-01	Erica Cardona	Jul-13	153.00	145.00	8.00	\$ 35.65	\$ 285.20
WCC-J-GCR-1314-01	Jeanette Lee	Jul-13	152.00	144.00	8.00	\$ 35.65	\$ 285.20
							\$ 1,215.60

Exhibit F13-11

Coyne, Martin

From: Coyne, Martin
Sent: Monday, October 20, 2014 7:09 PM
To: Goco, Tomas
Cc: Webber, Regina; Coyne, Martin
Subject: Check for SGI
Attachments: SGI refund.pdf

Tomas,

Please prepare a check to SGI in the amount of \$1,396.62.
This check is a refund of amount overpaid to SGI. I leave a hard copy on your seat.
Please see the attached documentation. If you have any questions, please email or call me.

Thanks,
Martin Coyne
Executive Director, Business Services
West Contra Costa Unified School District
(510) 231-1148 Office phone
(510) 619-6303 Cell phone

01396-61500-97456202-
708XXGC

21-9745-6202-615-0000-8590-400130-
0-0000

DIRECT PAY

Date: Ruech 10/21/2014

Exhibit F13-12

Jackson gets \$30,000 a Month to Replace White's \$13,000 Jackson Not Implicated in West Contra Costa Investigation, Says OUSD

 postnewsgroup.com/blog/2015/03/20/jackson-gets-30000-month-replace-whites-13000/

By Ken Epstein

3/20/2015

The Oakland Unified School District has hired Lance Jackson as the interim head of the Division of Facilities and Management Department at the cost of \$30,000 a month.

Depending on how long the district takes to conduct a national search for a new administrator to oversee OUSD's school bond-financed construction programs and repairs, maintenance and custodial services, the cost would total \$360,000 a year – more than the \$280,000 a year earned by Supt. Antwan Wilson.

Tim White, who was forced out of his position in February, earned about \$13,000 a month when he left the district, roughly \$156,000 a year.

"Lance is earning \$30,000 per month, which equates to \$360,000 annually, although it's unlikely he'll remain in the position for that long and the contract was not designed with the idea that Lance will remain as interim head of facilities for a full year," said district spokesman Troy Flint in an email to the Post.

"This high rate of pay is due to a number of considerations, but most importantly that Lance was the only person well-positioned to take over the facilities department after Tim's departure."

"Lance is the only person who satisfies all the (necessary experience and qualifications), and for someone with that level of expertise working on a consultant basis, the price tag is significant– but if that means sound management of the \$435 million in taxpayer bond money at stake, it's an investment that will pay dividends for OUSD and our constituents. There's too much at risk to entrust projects with this level of complexity and this much money involved to someone who may not be prepared to carry the work forward."

In addition, the Post has learned that Jackson and his company Seville Group Inc. (SGI) are responsible for planning and design management of the \$1.6 billion dollar construction program currently underway at West Contra Costa Unified School District, which has come under intense public criticism for mismanagement by the district's administration.

According to Oakland Unified, as Chief Operating Officer of Seville, Jackson is ultimately responsible for the company's work in West Contra Costa. But the company is not implicated in the investigation of mismanagement, and Jackson has not been involved for five years in day-to-day oversight of construction in that district, according to OUSD.

On Feb. 17, Supt. Wilson announced White's replacement in an email to employees: "OUSD is pleased to announce that Lance Jackson, Chief Operating Officer of the Seville Group, Inc. (SGI), has agreed to become interim leader of the Oakland Unified School District's Facilities Planning and Management Department. Jackson will serve in this role pending the search and selection of a new Deputy Chief for Facilities Planning and Management."

Jackson and his company have had consulting contracts with OUSD for a number of years.

In the 14 years that Tim White worked for the school district, he was in charge of expenditures for school bond Measure J, \$475 million; Measure B, \$35 million; Measure A, \$330 million; and before that Measure C, \$169 million. He also brought in \$300 million in state matching funds.

Seville Group, Inc., founded in 1994, provides program, project, and construction management services for public agencies in California. Its projects include facilities, such as K-12, higher education and municipal facilities; infrastructure projects, including water, wastewater, power, and highway projects; and transportation projects.

According to the company's website, Jackson has over 20 years of program and project management experience. As COO of the Seville Group, "He is responsible for facilitating the best practices for all programs and projects to strengthen the quality of services provided."

"He is responsible for planning and design management of the billion dollar construction program currently underway at West Contra Costa Unified School District and is also providing executive oversight for the East Side Union High School District's new construction and modernization programs and the Oakland Unified School Districts Measure B Bond Program and Capital project," according to the website.

In a strongly worded editorial last Sunday, the Oakland Tribune called on the West Contra Costa's Board of Education to fire Supt. Bruce Harter for mismanagement of the district's \$1.6 billion school construction bond program.

Harter should resign, and if he does not, the board should fire him, according to the Tribune.

What became clear after six school bonds, the Tribune wrote, was that "There's not enough money to finish all the construction promised. Criteria are needed for selecting the schools that will get the remaining funds."



“Harter had a professional responsibility to mind the purse, to provide the school board, the bond oversight committee and the public with meaningful analyses of the spending,” the Tribune said. “Instead, Harter and his staff stonewalled.”

Obtaining “basic information such as square footage construction costs is nearly impossible. A 2013 audit dinged the district for disproportionately spending on architectural, engineering and management costs rather than direct construction,” the editorial said.

For the full Oakland Tribune editorial, go to www.contracostatimes.com/news/ci_27697711/contra-costa-times-editorial-fire-west-contra-costa

In response to questions from the Post, OUSD spokesman Flint wrote in an email: “To my understanding, the investigation in Contra Costa is centered on district management and one trustee who took an unusually active interest in how the funds were allocated– not on SGI. As SGI’s COO, Lance has ultimate responsibility for many of SGI’s projects, but he hasn’t been involved with day-to-day project management in West Contra Costa for more than five years.”

Share



Exhibit F13-13

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.
1400 Marina Way South
Richmond, CA 94804
Attn: Lance R. Jackson



Program Management
Purchase Order Number: See Contract #
Contract Number: 1000000838

Invoice Number: WC-PM-1314-10a
Invoice Date: 5/1/2014
Period Ending: 4/30/2014

For Period Covering April 1, 2014 to April 30, 2014

Contract Number and School Name	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Fiscal Year: 2013 - 2014		Billed through Previous Period	Current Billing April, 2014
				Total Complete %	To-Date Amount		
1000000838 PM	\$431,061.00	\$979,758.00	\$1,410,819.00	90.80%	\$1,280,982.00	\$1,189,735.00	\$91,247.00
Totals:	\$431,061.00	\$979,758.00	\$1,410,819.00	90.80%	\$1,280,982.00	\$1,189,735.00	\$91,247.00

Please Pay Current Amount Due: \$91,247.00

Certification:
All charges contained in this invoice have been incurred in accordance with the Scope of Work and all charges for General Conditions / Reimbursables 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: INV65638

The Seville Group, Inc.
Karim Nassab
Program Director

Handwritten signature/initials: JS-5-14

Program Management
Details

West Contra Costa Unified School District
Program & Construction Management Fees

Invoice Work Hours By Project Manager
For Period Covering April 1, 2014 to April 30, 2014

No Employee	2014 Billing Rates	1 April	2 April	3 April	4 April	5 April	Total Hours	Total Invoiced
1 Clement, April Project Controls Engineer III - Apprentice	\$125.00	32	40	40	40	24	176	
	Hours	32.0	16.0	32.0	40.0	24.0	144.0	
	Invoiced	\$4,000	\$2,000	\$4,000	\$5,000	\$3,000	\$18,000	\$18,000
	Non Billable	0.0	24.0	8.0	0.0	0.0	32.0	
	Total Hours	32.0	40.0	40.0	40.0	24.0	176.0	
2 Garrahan, Juan Program Manager	\$172.40							
	Hours	32.0	40.0	40.0	40.0	24.0	176.0	
	Invoiced	\$5,517	\$6,896	\$6,896	\$6,896	\$4,138	\$30,342	\$30,342
	Non Billable	0.0	0.0	0.0	0.0	0.0	0.0	
	Total Hours	32.0	40.0	40.0	40.0	24.0	176.0	
3 Jackson, Lance Principal-In-Charge	\$215.40							
	Hours	6.4	8.0	8.0	8.0	4.8	35.2	
	Invoiced	\$1,379	\$1,723	\$1,723	\$1,723	\$1,034	\$7,582	\$7,582
	Non Billable	25.6	32.0	32.0	32.0	19.2	140.8	
	Total Hours	32.0	40.0	40.0	40.0	24.0	176.0	
4 Nassab, Karim Program Director	\$200.70							
	Hours	32.0	40.0	40.0	40.0	24.0	176.0	
	Invoiced	\$6,422	\$8,028	\$8,028	\$8,028	\$4,817	\$35,323	\$35,323
	Non Billable	0.0	0.0	0.0	0.0	0.0	0.0	
	Total Hours	32.0	40.0	40.0	40.0	24.0	176.0	

Total Invoice	\$91,247
----------------------	-----------------

Exhibit F13-14

INVOICE



Ship To:
The Seville Group, Inc.
1400 Marina Way South
Richmond, CA 94804
Attn: Lance R. Jackson

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

Invoice Number: WC-3004-0115022
Invoice Date: 2/2/2015
Period Ending: 1/31/2015

Gompers Project - Construction Management - Fee
Purchase Order Number: J1180159
Contract Number: 1000000707

For Period Covering January 1, 2015 to January 31, 2015

Contract Number and School Name	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Fiscal Year: 2014 - 2015		Billed through Previous Period	Current Billing January, 2015
				% Complete To-Date	Total Amount		
1000000707 Gompers HS	\$428,188.00	\$1,672,733.00	\$2,100,921.00	80.31%	\$1,687,303.48	\$1,640,895.48	\$46,408.00
Totals:				80.31%	\$1,687,303.48	\$1,640,895.48	\$46,408.00

Please Pay Current Amount Due: \$46,408.00

Current Purchase Order Amount \$2,100,921.00
 Less: Billed through Previous Period (\$1,640,895.48)
 Ending PO Amount (Sub-Total) \$460,025.52
 Less: Current Invoice (\$46,408.00)
 Ending PO Amount \$413,617.52

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

The Seville Group, Inc.
Karim Nassab
Program Director

[Handwritten Signature]
2-4-15



For SGI Use Only: INV67793

Gompers HS
Details

West Contra Costa Unified School District
Program & Construction Management Fees

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

No. Employee	2015 Billing Rates	1 January	2 January	3 January	4 January	5 January	Total Hours	Total Invoiced
1 Nagai, Lisa Project Engineer	\$125.00	16	40	40	40	40	176	\$3,000
	Hours Invoiced				24.0		24.0	
		\$0	\$0	\$0	\$3,000	\$0	\$3,000	
	Non Billable	16.0	40.0	40.0	16.0	40.0	152.0	
	Total Hours	16.0	40.0	40.0	40.0	40.0	176.0	
2 Shrestha, Supriya Project Engineer - Apprentice (Y1)	\$100.00							\$15,200
	Hours Invoiced	8.0	40.0	40.0	32.0	32.0	152.0	
		\$800	\$4,000	\$4,000	\$3,200	\$3,200	\$15,200	
	Non Billable	8.0	0.0	0.0	8.0	8.0	24.0	
	Total Hours	16.0	40.0	40.0	40.0	40.0	176.0	
3 Smith, Gregory Project Manager, Sr.	\$176.30							\$28,208
	Hours Invoiced	8.0	40.0	40.0	32.0	40.0	160.0	
		\$1,410	\$7,052	\$7,052	\$5,642	\$7,052	\$28,208	
	Non Billable	8.0	0.0	0.0	8.0	0.0	16.0	
	Total Hours	16.0	40.0	40.0	40.0	40.0	176.0	

Total Invoice	\$46,408
---------------	----------

Exhibit F13-15

**West Contra Costa Unified School District
Facilities Operations Center
1300 Potrero Avenue
Richmond, CA 94804**



**REQUEST FOR PROPOSALS FOR
PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
MEASURE D 2010 BOND PROGRAM
(RFP NO. 07-31-12-01)**

July 31, 2012

The West Contra Costa Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to perform the planning, program management, and project/construction management services through the completion of the District's Measure D 2010 Bond Program.

The District educates approximately 30,000 students at fifty-seven (57) school sites located in the West Contra Costa County cities and unincorporated areas as follows: Olinda, El Cerrito, El Sobrante, Hercules, Hilltop Mall, Kensington, Montalvin, North Richmond, Pinole, Point Richmond, Richmond, , San Pablo and Tara Hills. Voters within the District have overwhelmingly supported the modernization and reconstruction of the District's schools. The District is currently engaged in the planning, pre-design, and design phase of work on the major renovation/reconstruction of elementary and secondary schools as a part of the recently passed Measure D Bond ("Measure D 2010 Program").

Firms submitting Proposals to this RFP must mail or deliver five (5) bound copies and one (1) unbound copy of their Proposal, as further described herein, to:

**Magdy Abdalla, Chief Engineering Officer
Facilities Operations Center
West Contra Costa Unified School District
1300 Potrero Avenue, Richmond, CA 94804**

All Proposals are due by 5:00 p.m., on August 29, 2012.

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

The District will conduct an informational meeting regarding this RFP on August 15, 2012, at the Facilities Operations Center, 1300 Potrero Avenue, Richmond, CA 94804.

If you have any questions regarding this RFP please email Magdy Abdalla, Chief Engineering Officer at MAbdalla@wccusd.net, **and** Keith Holtlander, Director of Facilities & Construction at KHoltlander@wccusd.net.

This is neither a formal request for bids, nor an offer by the District to contract with any firm responding to this request. The District reserves the right to reject any and all proposals.

Thank you for your interest in working with the West Contra Costa Unified School District.

Sincerely,



Magdy Abdalla, Chief Engineering Officer

INSTRUCTIONS FOR SUBMITTING PROPOSALS
--

1. GENERAL

The District seeks to establish a pool of firms with records of excellence in school planning, management and project delivery. Firms must have extensive experience with the Office of Public School Construction ("OPSC"), the Uniform Building Code ("UBC"), Title 24 of the California Code of Regulations, and the Division of the State Architect ("DSA"). The District intends to select one or more firms and award multiple contracts based on the District's needs to perform the planning, program management, and project/construction management services as described in this Request for Proposals. The District may assign all or parts of the work described below to one or more of the successful firm(s). The criteria on which the District makes its determination will not be limited to the amount of proposed fees, but will also be based on ability and experience as described herein. Each Firm submitting a proposal must submit a budget for each phase and break out the cost for each phase as well as an overall cost if the firm is given all phases of work.

The firm(s) selected as a result of this process ("Program / Construction Manager") shall be responsible for the following general categories of work:

Master Planning:

Verify and update the cost estimates in the Facilities Master Plan for Construction and Modernization; provide feedback on appropriate scope, advise the District on phasing, grouping of projects, and other cost-saving methods.

Program Management:

Work with the District on overall scheduling, budgets, and communication for all capital program projects; report to the District on program and individual project status on a regular basis.

Construction Management:

Provide design-phase services in conjunction with all architectural, engineering and consulting firms awarded work by the District; assist with bidding; manage the construction contracts; close out the projects. The District may utilize multiple-prime bidding on these projects.

Local Capacity Building Program:

Provide resource development, implementation, oversight, enforcement and business support services to the LCBP.

The Responsibilities and Services required of the Program / Construction Manager are more fully detailed in Exhibit "A" to the Agreement for Program, Project and Construction Management Services ("Agreement") attached hereto.

The District adheres to the Collaborative for High Performance Schools (CHPS) Best Practices standards and High Performance Rating Criteria. The Scope of Services provided by the Program / Construction Manager shall adhere to the CHPS and High Performance Incentives criteria and best practices, to the extent feasible.

The District may contract immediately, or during the length of the Measure D 2010 Bond Program term with firm(s) to provide all of the services described herein, but it may elect to divide the scope of work into phases as follows:

1. Program Management for all sites;
2. Project Management for specific projects; or
3. Selected services within or across various projects.

2. RESPONSIBILITIES OF PROGRAM / CONSTRUCTION MANAGER

2.1 INITIAL PLANNING PHASE

Advise the District on phasing, grouping of projects, and other potential cost-saving approaches to construction. Develop scopes of work, including recommendations regarding interim housing and deferred maintenance. Assist and advise the District in prioritizing projects.

Verify and update the cost estimates in the Facilities Master Plan. Develop final bond program Master Plan.

Develop master project communication plan, incorporating project participants, District administration, site personnel, community, parents, and website.

Based on performance in Initial Planning phase, the District may approve going forward with one or more phases of the following work.

Firms should refer to the Agreement and Exhibit "A" attached thereto for a more detailed description of the Responsibilities and Services of Construction Manager.

2.2 PROGRAM MANAGEMENT DUTIES

Work with the District to develop scope, sequencing, scheduling, budgets, and communication for all Measure D 2010 Program projects. Develop and maintain reporting systems for each of those components. Report to the District on program and project status on a regular basis throughout the course of the bond program.

Advise District regarding project delivery systems and bid packaging strategies. Make recommendations to District regarding ongoing modifications to the Master Plan and Measure D funded projects to account for changes in sequencing, delays, and cost issues.

Assist in selection of and communication with architects, engineering consultants and Project Inspector. Advise on and coordinate work of subconsultants such as soils consultants. Participate in planning workshops. Attend meetings with site committees and

the District Measure D Bond Oversight Committee. Provide training to District staff and Board of Education.

Advise on an ongoing basis regarding communication with state and other agencies involved in construction process, including Division of the State Architect ("DSA"), California Department of Education ("CDE") and Office of Public School Construction (OPSC). Assist as requested with compliance with the California Environmental Quality Act ("CEQA") and other regulatory requirements. Assist as requested, on extra services basis, with applications for state funding.

Firms should refer to the Agreement and Exhibit "A" attached thereto for a more detailed description of the Responsibilities and Services of Construction Manager.

2.3 PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT DUTIES

2.3.1 Design Phase

Work with the architects and engineering consultants to develop and refine designs to correlate design to budget and Facilities Master Plan. Perform constructability reviews at appropriate stages of design. Prepare cost estimates. Assist with verification of site conditions. Assist in segregating bid packages for maximum cost-effectiveness for the District. Advise regarding owner-supplied equipment and other potential cost-saving measures.

Report to District on status of design and state approval versus the schedule for each project. Attend meetings to coordinate design efforts for the bond program. Assist in identifying and obtaining all necessary approvals.

Firms should refer to the Agreement and Exhibit "A" attached thereto for a more detailed description of the Responsibilities and Services of Construction Manager.

2.3.2 Pre-Construction And Bidding Phase

Develop master schedules and construction schedules for each project. Develop budgets for each project.

Conduct pre-bid conferences. Schedule and conduct preconstruction meetings. Assist with prequalification and evaluating responses. Conduct bidding and report to District on results. Assist and advise regarding bid protests. Coordinate contracting with low bidders, including evaluating bonds, insurance, LCBP and DVBE compliance.

Firms should refer to the Agreement and Exhibit "A" attached thereto for a more detailed description of the Responsibilities and Services of Construction Manager.

2.3.3 Construction Phase

Administer and coordinate the work of the contractors on a daily basis. Enforce performance, scheduling and notice requirements. Monitor schedule and cost information for each prime contractor on each project. Document the progress and costs of each

project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems.

Work cooperatively with District, architects, engineering consultants and contractors to ensure that projects are delivered on time and within budget. Attend weekly job site meetings and prepare and circulate minutes. Evaluate and process payment applications and verify progress. Evaluate and process change order requests.

Evaluate and track requests for information ("RFI's") and responses. Advise District as to status and criticality of RFI's. Work with District team to develop lists of incomplete or unsatisfactory work ("punchlists").

Submit necessary reports to state authorities, including DSA verified reports. Ensure that all other project participants submit necessary closeout documentation.

Firms should refer to the Agreement and Exhibit "A" attached thereto for a more detailed description of the Responsibilities and Services of Construction Manager.

2.3.4 Post-Construction Phase

Ensure completion of punchlist work. Coordinate contractor closeout requirements, including guarantees, keys, maintenance and operations manuals, record drawings, daily logs, and verified reports. Set up programs to obtain and monitor warranty work. Advise District staff on systems operations and training. Advise on closeout of projects.

Firms should refer to the Agreement and Exhibit "A" attached thereto for a more detailed description of the Responsibilities and Services of Construction Manager.

3. REQUIRED INFORMATION IN PROPOSAL

All materials submitted to the District in response to this Request for Proposals shall remain property of the District.

Firms must meet the following minimum qualifications:

1. Extensive experience with OPSC, CDE, DSA, Uniform Building Code ("UBC"), and Title 24 of the California Code of Regulations;
2. At least one principal of Firm must have a minimum of fifteen (15) years experience in performing construction management services;
3. Firms must have a minimum of ten (10) employees;
4. Firms must have been in existence for a minimum of five (5) years;
5. Firms must have a business license from the State of California; and
6. Small Business Enterprise (SBE) Firms must have current SBE certification.
7. Firms must have employees certified with Primavera Project Management and Primavera Contract Management, with at least fifteen (15) years experience in performing technical application/system support for both Primavera Project Management and Primavera Contract Management.
8. Firms must have at least fifteen (15) years extensive experience and knowledge of the construction industry, working knowledge of business process analysis, and integration of applicable applications.

9. Firm must have a staffed office within Contra Costa County or one of the following eight (8) adjacent counties: Alameda, Santa Clara, San Mateo, San Francisco, Marin, Sonoma, Napa, Solano.

Firms must exhibit proof of meeting the minimum requirements in its response to this RFP.

3.1 FIRM INFORMATION

Provide a brief history of your firm, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted. Identify proportion of program and construction management of overall business, and of K-12 school projects of overall business.

Identify each K-12 school project performed by your firm(s) in the past 5 years, including:

Name of project and district;
Contact person and telephone number at district;
Firm person in charge of each project;
Dollar value of each project.

List all litigation arising from any K-12 school project on which your firm(s) provided program or project/construction management services in the past 5 years. State the issues in litigation, the status of litigation, names of parties, and outcome.

3.2 PROPOSED PROJECT TEAM

The selected firm shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the planning, program management, and project/construction management of the projects. All services are to be performed under the direction and control of an architect, registered engineer, and/or contractor, each of whom is required to be licensed by the State of California.

Identify the key personnel you would assign to the District's program for each phase of work, including their roles. Include at least the overall Program Director, Program Manager(s), Project Managers, Certified Primavera Trainer and Master Scheduler. Describe for each his or her experience with K-12 school construction projects, including identifying those projects for the past five (5) years. List license numbers and dates issued. Include an organizational chart indicating all personnel and their positions.

The proposed project team should possess the experience, skill and education necessary to provide the professional services detailed in the Agreement.

3.3 PROPOSED METHODOLOGY AND CAPABILITIES

Firm should include a brief narrative introducing its understanding of the work required for the Projects, an outline of Firm's approach, and a quality assurance program. The contents of this section are to be determined by the Firm, but should demonstrate an understanding of the scope of services as described in this RFP and the Agreement attached hereto, Firm's capability to complete the Projects and the following:

Describe Firm's technical capabilities for scheduling, budgeting, cost estimating, document control, and public information websites. Provide recent examples of reports for each category.

Describe Firm's ability to develop and maintain an effective system of tracking requests, clarifications, submittals, change orders, etc., during construction of a project.

Describe Firm's ability to prepare and maintain project schedules using industry standard scheduling software. Firm must will have comprehensive knowledge of Primavera Project Management and Primavera Contract Management implementation and operation in a network environment.

Describe Firm's knowledge of computer information system analysis, design, and implementation combined with strong knowledge of construction project and program control.

Describe Firm's knowledge of accounting systems, information systems, internal control analysis, systems design, and systems implementation; combined with policy and procedure writing experience.

Describe Firm's ability to develop and implement an Enterprise Information Portal.

Describe Firm's approach to and experience with energy management / conservation, integrated communications systems, "green buildings," and evaluating technology infrastructure.

Describe Firm's experience with state and other agencies involved in the planning, design, and construction process for K-12 school projects.

Describe Firm's experience and ability to implement the District's Local Capacity Building Program for local hiring and business utilization.

Describe the Firm's quality control systems, including ability to monitor sub-consultants, if any.

Firm must provide the names, addresses and telephone numbers for at least five (5) clients that Firm has provided construction management services for on projects similar in nature and complexity within the last five (5) years. A summary statement of each such project shall be provided.

Firm shall list all claims and legal actions related to Firm's provision of construction management services, within the last ten (10) years including identifying the parties, and outcome(s).

3.4 COST AND FEE SUMMARY

Provide a preliminary cost and fee summary for each phase of the work described in this Request for Proposals. If Firm plans to propose charging for general conditions, describe the types of costs to be covered and provide a proposed cost structure to the District. Firm's Fee shall be a percentage of the Construction Cost Budget.

4. DISTRICT'S EVALUATION PROCESS

4.1 SCHEDULE

- 4.1.1 Mandatory Pre-Proposal meeting 10:00 a.m., August 15, 2012 at the Facilities Operations Center, 1300 Potrero Avenue, Richmond, CA 94804.
- 4.1.2 Submittals: due by 5:00 p.m., August 29, 2012.
- 4.1.3 Finalists notified: September 7, 2012.
- 4.1.4 Interviews: September 18-20, 2012.
- 4.1.5 Final determination/award: October 10, 2012.

4.2 SELECTION OF FINALISTS

Based on its initial evaluation, the selection committee will choose a group of finalists for further evaluation and an interview. The criteria for choosing these finalists may include, without limitation:

- Experience and performance history of the firm with similar programs;
- Experience and results of proposed personnel;
- References from clients contacted by the District; and
- Technical capabilities and demonstrated "track record" of their use.

4.3 INTERVIEWS

The finalists will be required to submit in advance of the interview a detailed fee proposal. This fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work. The fee proposals shall remain confidential except to the extent that a successful firm's proposal may be incorporated into an agreement with the District.

The finalists who elect to pursue the work with the District will be invited to meet with the District's selection committee. The key proposed project staff will be expected to attend the interview. The interview will start with an opportunity for the firm to present its proposal and its project team. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee

deems relevant to selecting the firm. The committee may inquire as to the firm's suggested approaches to the projects and the issues identified in this Request for Proposals.

The Agreement attached as Exhibit "A" to this RFP is a form of Agreement for Program, Project and Construction Management Services ("Agreement"), including the indemnification provision that the District will include in that Agreement. Firm must indicate in its Proposal if firm has any comments or objections to the form of Agreement. The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the firm meets with the District's selection committee.

The District may perform investigations of proposing firms that extends beyond contacting the districts identified in firm's proposal. Following the interviews, the selection committee will make recommendations to District staff and the Board regarding the candidates and awarding the contract. The criteria for these recommendations will include those identified above, as well as cost considerations based on the fee proposals.

4.4 FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this Request for Proposals for all or portions of the above-described phases, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the Request for Proposals process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this Request for Proposals.

The District may, at its option, determine to award contract(s) for only phases of the work or for only portions of the scopes of work identified herein. In such case, the successful proposing Firm will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing Firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work the District will retain the right to enter into negotiations with any other Firm responding to this Request for Proposals, or any other firm and award multiple contracts based on the District's needs to perform the planning, program management, and project/construction management services as described in this Request for Proposals.

Exhibit "A"

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

TABLE OF CONTENTS

Article 1. DEFINITIONS1
 Article 2. SCOPE, RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER...2
 Article 3. CONSTRUCTION MANAGER STAFF3
 Article 4. SCHEDULE OF WORK.....3
 Article 5. CONSTRUCTION COST BUDGET3
 Article 6. FEE AND METHOD OF PAYMENT5
 Article 7. PAYMENT FOR EXTRA SERVICES5
 Article 8. OWNERSHIP OF DATA.....5
 Article 9. TERMINATION OF AGREEMENT6
 Article 10. INDEMNITY6
 Article 11. FINGERPRINTING.....7
 Article 12. RESPONSIBILITIES OF THE DISTRICT8
 Article 13. LIABILITY OF DISTRICT8
 Article 14. INSURANCE.....9
 Article 15. NONDISCRIMINATION 11
 Article 16. COVENANT AGAINST CONTINGENT FEES 11
 Article 17. ENTIRE AGREEMENT/MODIFICATION 11
 Article 18. NON-ASSIGNMENT OF AGREEMENT 11
 Article 19. LAW, VENUE..... 11
 Article 20. ALTERNATIVE DISPUTE RESOLUTION 12
 Article 21. SEVERABILITY 12
 Article 22. EMPLOYMENT STATUS 12
 Article 23. WARRANTY OF CONSTRUCTION MANAGER 13
 Article 24. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS 13
 Article 25. COMMUNICATIONS / NOTICE..... 13
 Article 26. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION 14
 Article 27. OTHER PROVISIONS 14

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER-A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA WORK B-1
EXHIBIT "C" – SCHEDULE OF WORK C-1
EXHIBIT "D" – FEE SCHEDULE D-1
EXHIBIT "E" – CERTIFICATIONS E-1

AGREEMENT FOR PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Program, Project and Construction Management Services ("Agreement") is made as of the ___ day of _____, 2012, between the **West Contra Costa Unified School District** ("District") and _____ ("Construction Manager") (collectively, the "Parties"), for the following project(s) (collectively the "Project"):

The construction management and administration of the following projects:

- _____, which is part of the District's Measure D Bond Program ("Program") (See Exhibit "A" for Project 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.
- 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: _____
 Project Director: _____
 Construction Manager: _____
 Asst. Construction Manager: _____
 Other: _____
 Other: _____

- 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 cooperatively 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) at no additional cost to the District.
 - 5.6.3.3. Terminate this Agreement if the Project 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

an amount equal to _____ percent
(_____ %) of the Construction Cost Budget

for all services contracted for under this Agreement and based on the Fee Schedule attached to **Exhibit "D."**

- 6.2. District shall pay Construction Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.
- 6.4. 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, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** ("Fee")

Article 7. PAYMENT FOR EXTRA SERVICES

- 7.1. District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Construction Manager's Fee 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 shall 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, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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. 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, 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.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, 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. The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered 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 coverages 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 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>District West Contra Costa Unified School District 1300 Potrero Avenue Richmond, CA 94804 ATTN: Director of Facilities and Construction</p>	<p>Construction Manager _____, Inc. _____ _____, CA _____ ATTN: _____</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: _____,
2012

Dated: _____,
2012

West Contra Costa Unified School District _____, **Inc.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

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 professional services 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. 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.
- 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, 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, 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:** Review existing systems, policies, procedures and personnel. In particular, Construction Manager will review the existing implementation of Primavera

Project Management, Contract Management and Infomaker 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 DataBase (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, 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 property committee meetings, Citizen Bond Oversight Committee meetings, COC, 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 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. The Construction 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 Construction Manager shall provide to the Design Team and the District copies of these authorizations.
- 6.9. 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.
- 6.10. 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.
- 6.11. Record the progress of the Project by a daily log.
- 6.12. 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.

- 6.13. 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 governing board.
- 6.14. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.15. 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.
- 6.16. 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.
- 6.17. 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.
- 6.18. 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:
 - 6.18.1. Accepted industry standards;
 - 6.18.2. Applicable laws, rules, or ordinances; and
 - 6.18.3. The design documents and Contract Documents;
 - 6.18.4. Where the work of a Construction contractor does not conform as set forth above, Construction Manager shall, with the input of the Design Team:
 - 6.18.4.1. Notify the District of any non-conforming work observed by the Construction Manager;
 - 6.18.4.2. Reject the non-conforming work; and
 - 6.18.4.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.19. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.
- 6.20. 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.

- 6.21. 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.
- 6.22. 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.
- 6.23. 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 PI, 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 PI. 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 PI, 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 PI, 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 PI 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 or DSA's 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, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
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 indicated below

[PERCENTAGE FEE OPTION –BY PROJECT PHASE]

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Preconstruction Phase	15%
Pre-Bid Phase	5%
Bidding Phase	10%
Construction Phase	60%
Project Completion Phase (Close Out) - (Divided as indicated below)	10%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	4%
Receiving DSA Close Out Certification	2%

[MONTHLY FEE OPTION]

Month	Fee
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____
Etc.	\$ _____

3. District shall retain two percent (2%) of Construction Manager's fee or Ten Thousand Dollars (\$10,000), whichever is greater, until DSA has approved the Project.

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 his/her sub-consultants.
4. Upon receipt and approval of Construction Manager’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Hourly Rates

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services.

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

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

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 F13-16

**Program, Project and Construction Requirements for
RFP NO. 07-31-12-01**

<u>Participating Companies</u>		<u>Require</u>	<u>DAcM</u>	<u>Miller & Assoc.</u>	<u>RGM</u>	<u>Roebbelen</u>	<u>SGI</u>	<u>WLC</u>
<u>PROGRAM MANAGER</u>								
1	Min. years' experience in Management Projects	20	30	35	25	19+	25	26
2	Years of experience in Educational Facility Construction	15	17	15	?	16	?	26
3	Graduate from Acc. College/University/degree in architecture, engineering, construction management or closely related field		yes	yes	yes	yes	yes	yes
4	Responsible for 10 to 40 projects simultaneously		yes	yes	yes	?	yes	yes
<u>DEPUTY PROGRAM MANAGER</u>								
1	Min. years' experience in Project Management-Construction	15	23	35	25	29+	34	19
2	Years' of experience in School Construction or Facilities Management	10	12	?	?	?	24	19
3	Graduate from Acc. College/University/degree in architecture, engineering, construction management or closely related field		yes	yes	yes	yes	yes	yes
<u>PROJECT MANAGER</u>								
<u>Senior Project Manager (Owner's Authorized Rep.)</u>								
1	Min. years' experience in project/construction management of commercial/public facilities and public contract code	15	30	30	45		32	31
2	Min. years' experience with DSA school constr. projects	10	9	?	?		?	15
3	Strongly prefer BS/BA in architecture, engineering, or construction management in closely related field		yes	yes	yes		yes	no
4	Responsible for 4 to 15 projects simultaneously		yes	yes	yes		yes	yes

**Program, Project and Construction Requirements for
RFP NO. 07-31-12-01**

<u>Participating Companies</u>		<u>Require</u>	<u>DAcM</u>	<u>Miller & Assoc.</u>	<u>RGM</u>	<u>Roebbelen</u>	<u>SIG</u>	<u>WLC</u>
<u>Project Manager I (Owner's Authorized Rep.)</u>								
1	Min. years' experience in project/construction management of facilities or school construction	12	30	30	40	16+	25	
2	Min. years' experience with DSA school constr. projects	8	10	?	?	?	15+	
3	Strongly prefer BS/BA in architecture, engineering, or construction management in closely related field		yes	yes	yes	yes	yes	
4	Responsible for multi-site trade or multi-trade working in the field		yes	yes	yes	yes	yes	

<u>CONSTRUCTION MANAGER SERIES:</u>								
<u>Senior Construction Manager (Owner's Authorized Rep.)</u>								
1	Minimum years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	15	30					
2	Min. years' of experience with DSA school construction	10	?					
3	Strongly prefer BS/BA in architecture, engineering, or construction management or closely related field		yes					
4	CCM is strongly recommended		?					
5	Supervise, coordinate and direct the CCM staff		?					

<u>Construction Manager I/(Owner's Authorized Rep.)</u>								
1	Min. years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	8	26					
2	CCM is strongly recommended		?					

<u>Construction Manager III (Owner's Authorized Rep.)</u>								
1	Minimum years' experience in project/construction	6	20					
2	CCM is strongly recommended		yes					

**Program, Project and Construction Requirements for
RFP NO. 07-31-12-01**

<u>Construction Manager I/(Owner's Authorized Rep.)</u>									
1	Min. years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	8	26						
2	CCM is strongly recommended		?						
<u>Construction Manager I/(Owner's Authorized Rep.)</u>									
1	Min. years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	8	26						
2	CCM is strongly recommended		?						
<u>Construction Manager I/(Owner's Authorized Rep.)</u>									
1	Min. years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	8	26						
2	CCM is strongly recommended		?						
<u>Construction Manager I/(Owner's Authorized Rep.)</u>									
1	Min. years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	8	26						
2	CCM is strongly recommended		?						
<u>Construction Manager I/(Owner's Authorized Rep.)</u>									
1	Min. years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	8	26						
2	CCM is strongly recommended		?						
<u>Construction Manager I/(Owner's Authorized Rep.)</u>									
1	Min. years' experience in project/construction management of commercial and/or public facilities, preferably educational facilities construction	8	26						
2	CCM is strongly recommended		?						

**Program, Project and Construction Requirements for
RFP NO. 07-31-12-01**

Participating Companies		Require	DAcM	Miller & Assoc.	RGM	Roebhelen	SGI	WLC
ASSISTANT PROJECT MANAGER								
1	Minimum years' experience in project/construction	3	29+		16	20		
2	Preferred years' in school construction	2	9		10+	18		
3	Strongly prefer BS/BA in architecture, engineering, construction management or a closely related field		yes		yes	no		

PROJECT ANALYST								
Senior Project Analyst								
1	Minimum years experience with District financial and accounting program/construction budget reporting	7	10			35	14+	
2	Strongly prefer BS/BA in architecture, engineering, construction management, accounting, finance, economics or business management		yes			yes	yes	

PROJECT COST ESTIMATOR Series (Senior, ID):								
Senior Project Cost Estimator								
1	Minimum years' experience in construction estimating of facilities or school construction	10	25+		22+	22		36
2	Prefer BS/BA in architecture, engineering, construction management or a closely related field		yes		yes	yes		no
3	Prepare claim analyses and estimates		yes		yes	yes		yes

Project Cost Estimator II								
Project Cost Estimator II								
1	Minimum years' experience in construction estimating of facilities or school construction	7	30		30	23		
2	Prefer BS/BA in architecture, engineering, construction management or a closely related field		yes		yes			
3	Prepare claim analyses and estimates		no		yes	yes		

**Program, Project and Construction Requirements for
RFP NO. 07-31-12-01**

<u>Participating Companies</u>		<u>Require</u>	<u>DAcM</u>	<u>Miller &</u>	<u>RGM</u>	<u>Roebhelen</u>	<u>SGI</u>	<u>WLC</u>
PROJECT ENGINEER								
1	Minimum years' experience in construction management of commercial and/or public facilities	4	15	10	6	6	30	
2	Prefer BS/BA in architecture, engineering, construction management or closely related field		yes	no	yes	yes	yes	

<u>CONTROLS MANAGER Series (III)</u>								
Control Manager III								
1	BS/BA in engineering, business, construction management or related field with a Master Degree in business administration or construction management strongly preferred		yes			?	yes	
2	Minimum years' experience as a project controls manager on government agency building /infrastructure engineering/const. Project. Microsoft Office, Primavera P6/Contract Management	10	21+			20+	12+	
3	Minimum years' experience in project controls work, planning, estimating, forecasting, scheduling, cost control,	15	19			11	12+	
4	Minimum years' working with district staff intergrating district financial data with Primavera Contract Manager	10	20+			10	12+	
5	Certified Primavera trainer		?			?	?	

<u>SCHEDULER/COST SPECIALIST Series (Senior. ID)</u>								
Senior Scheduler								
1	Minimum years' experience in construction scheduling	15	30		30	25	17	
2	Perfer BS/BA Degree in Engineering, Construction Management or Business		yes		yes	yes	yes	
3	Certified Primavera trainer		?		?	yes	yes	

**Program, Project and Construction Requirements for
RFP NO. 07-31-12-01**

<u>Participating Companies</u>		<u>Require</u>	<u>DAcM</u>	<u>Miller & Assoc</u>	<u>RGM</u>	<u>Roebbelen</u>	<u>SGI</u>	<u>WLC</u>
Scheduler II								
1	Minimum years' experience in construction scheduling	10				?	35+	
2	Perfer BS/BA Degree in Engineering, Construction					?	yes	
3	Certified Primavera trainer					yes	yes	
Senior Cost Specialist								
1	BS/BA in engineering, business, construction management or related field		yes			yes	yes	
2	Min. years' experience in using Microsoft Office applications (including Word, PowerPoint, Excel and Access), project	15	20+			17	17	
3	Min. years' of project controls experience in education, public works/government agency project work	5	30			17	17	
4	Min. years experience on major school construction program	2	15			?	17	
5	Min. years' experience in construction estimating of facilities or school construction	5	12			?	17	

Exhibit F13-17



Program, Project and Construction Management Services
West Contra Costa Unified School District Measure D 2010 Bond Program
(RFP NO. 07-31-12-01)

JEMIL SAHLE

Project Engineer (SGI)

EDUCATION

Certificate of Completion,
Construction Management,
Laney College, Oakland,
California

Certificate of Completion,
Real Estate, Merritt
College, Oakland,
California

Jemil is a student at the Laney College Construction Management program. He began his tenure at SGI as an intern, and is currently working as a project engineer, while simultaneously completing his certificate program. He is proficient or familiar with a vast array of concepts and technologies, including: MS Office Suite; Blueprint Reading; Mechanical Reasoning; ProjectSolve2; Primavera; Construction Assistant; Procedure Development; and ACT.

Experience

Helms Middle School, West Contra Costa Unified School District, Richmond, California, Project Engineer for the \$52 million, 140,000 square foot facility with full internet wiring for all classrooms and offices, new labs and computer labs, gymnasium and "green school" elements with lighting efficient controls and storm water treatment system. Responsibilities included: managing and maintaining RFI and Submittal logs; facilitating weekly construction progress meeting in the field; Maintain project documentation including meeting minutes, daily project photos, and transmittals; review of project pay application and project schedule; prepare proposed change orders for client approval; work closely with different public agencies to ensure project compliance; facilitate project compliance with public works, project labor agreement and local hiring requirements; coordinate moving project from old campus to new campus; project manager for informal projects as requested by the client; and mentor summer interns.

Specific projects completed include:

- **Helms Middle School New Construction (\$55M)**
- **Helms Middle School Demo Project (\$2.1M)**
- **Helms Middle School Road 20 (\$45,200)**

De Anza High School Main Campus Improvements, West Contra Costa Unified School District, Richmond, California: Project Engineer for the \$62.5 million De Anza High School Main Campus Improvements project which consists of a new 190,000 sq. ft. main campus building; the demolition and abatement of the existing school; and the relocation of staff and students to the new school. The new main campus will feature structural steel construction and will include an administration building, a state of the art theater, an art and design center, science classrooms, regular classrooms, specially equipped ADA classrooms, new gymnasium and auxiliary space, and a new commercially equipped kitchen and cafeteria. Responsibilities include: managing and maintaining RFI and Submittal logs; facilitating weekly construction progress meeting in the field; Maintain project documentation including meeting minutes, daily project photos, and transmittals; review of project pay application and project schedule; prepare proposed change orders for client approval; work closely with different public agencies to ensure project compliance; facilitate project compliance with public works, project labor agreement and local hiring requirements; coordinate moving project from old campus to new campus; project manager for informal projects as requested by the client; and mentor summer interns.





Program, Project and Construction Management Services
West Contra Costa Unified School District Measure D 2010 Bond Program
(RFP NO. 07-31-12-01)

VERNA VAN

Project Engineer (SGI)

EDUCATION

BA, English Literature,
California State University -
Humboldt

Single Subject Credential -
CLAD emphasis California
State University - Long
Beach

TRAINING

Omtrak, Online M&O
Manuals System

Verna has 13 years of experience in K-12 education, client relations, and more recently, construction management. As an educator, she was part of a team in creating and implementing various curriculum and school programs. Verna followed this experience with a career in client relation account and revenue management in the semiconductor industry. Her proficiency in information management led to a position as team supervisor, trainer, and support in revenue data management. These skills have carried over into Verna's more recent experience in the field of construction management, with emphasis on data management using Primavera.

Verna is experienced in working in a Capital Improvement Program for a major K-12 District both within the Facilities office as staff augmentation and project support. Her experience includes field CM assistance where she was responsible for managing and processing RFIs, submittals, change orders, meeting minutes and various other project documentation. She has performed tasks as assistant to the District Engineering Officer for the CIP program as well as Project Engineer for individual projects.

Experience

West Contra Costa Unified School District, Facilities and Operations-Measure J and D(2010) Programs, Richmond, California: Facilities staff augmentation as administrative assistant and program support on various Proposition J and D 2010 projects, which collectively represent the \$1.5 billion program of K-12 school construction including new construction, modernization, and building improvements for more than 40 sites. Responsibilities included administration support, client liaison with public works and agencies, project data management, project documentation processing, meeting minutes, and coordinator of various program initiatives, notably the implementation of Omtrak and prequalification of trade and subcontractors.

West Contra Costa Unified School District, Noted Projects, Richmond, California: Field Project Engineer of noted major Measure J and D 2010 projects, using data management systems Primavera and Omtrak. Responsibilities included managing and processing RFI and submittals logs; maintaining project documentation including meeting minutes, daily project photos, and transmittals; preparation of proposed change orders; and managing close-out documentation. Projects include:

- DeAnza High School (\$62.5M)
- New Gompers & LPS Richmond School (\$55M)



Exhibit F13-18

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

Gompers Project - Construction Management - Fee

Requisition Number(s): R22993
Purchase Order Number(s): J1180159

Invoice Number: WC-GOMP-1213-10
Invoice Date: 5/1/2013
Period Ending: 4/30/2013

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

					Fiscal Year: 2012 - 2013			
Accounting Code and School Name	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Total Complete To-Date Amount %	Billed through Previous Period Amount %	Current Billing April, 2013 Amount %		
J1180159								
358 - 9746 - 850 - 6217 Gompers HS	\$428,188.00	\$640,282.00	\$1,068,470.00	76.17% \$813,806.48	71.32% \$762,032.48	4.85% \$51,774.00		
Totals:	\$428,188.00	\$640,282.00	\$1,068,470.00	76.17% \$813,806.48	71.32% \$762,032.48	4.85%	\$51,774.00	

Please Pay Current Amount Due: **\$51,774.00**

Certification:

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



For SGI Use Only: INV33672

Signature of Kanim Nassab
The Seville Group, Inc.
Kanim Nassab
Program Manager
5-1-2013

Gompers
Details

West Contra Costa Unified School District
Program & Construction Management Fees
May 1, 2013

Invoice Work Hours By Project Manager
For Period Covering April 1, 2013 to April 30, 2013

No	Employee	Invoice 2010 Billing Rates	1 April	2 April	3 April	4 April	5 April	Total Hours	Total Invoiced
1	Timothy Peel	\$172.30							
	Gompers MS	Hours	40.0	40.0	40.0	40.0	16.0	176.0	
		Invoiced	\$6,892	\$6,892	\$6,892	\$6,892	\$2,757	\$30,325	\$30,325
		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	
2	Gaile Suarez	\$121.87							
	Gompers MS	Hours	40.0	40.0	40.0	40.0	16.0	176.0	
		Invoiced	\$4,875	\$4,875	\$4,875	\$4,875	\$1,950	\$21,449	\$21,449
		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	
3	Verna Van	\$121.87							
	Gompers MS	Hours						0.0	
		Invoiced	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Non Billable	40.0	40.0	40.0	40.0	16.0	176.0	
		Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	

Total Invoice	\$51,774
---------------	----------

Exhibit F13-19

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.
1400 Marina Way South
Richmond, CA 94804
Attn: Lance R. Jackson



Ohlone ES Additional Construction Management Services

Purchase Order Number: See Contract #
Contract Number: 100000734

Invoice Number: WC-OHLA -1314-44
Invoice Date: 6/3/2014
Period Ending: 5/31/2014

For Period Covering May 1, 2014 to May 31, 2014

Contract Number and School Name		Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Fiscal Year: 2013 - 2014		Billed through Previous Period		Current Billing May, 2014	
					% Complete To-Date	Amount	%	Amount	%	Amount
100000734	Ohlone ES	\$285,387.00	\$396,354.00	\$681,741.00	52.84%	\$360,249.00	49.26%	\$335,801.00	3.59%	\$24,448.00
CM										
Totals:		\$285,387.00	\$396,354.00	\$681,741.00	52.84%	\$360,249.00	49.26%	\$335,801.00	3.59%	\$24,448.00

Please Pay Current Amount Due: **\$24,448.00**

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



[Signature]
The Seville Group, Inc.
Karin Nassab
Program Director

Ohlone ES
Details

West Contra Costa Unified School District
Program & Construction Management Fees

Invoice Work Hours By Project Manager
For Period Covering May 1, 2014 to May 31, 2014

No Employee	2014 Billing Rates	1 May	2 May	3 May	4 May	5 May	Total Hours	Total Invoiced
1 Perkins, Sonya Construction Manager I	\$152.80	16	40	40	40	40	176	
	Hours	16.0	40.0	40.0	32.0	32.0	160.0	
	Invoiced	\$2,445	\$6,112	\$6,112	\$4,890	\$4,890	\$24,448	\$24,448
	Non Billable	0.0	0.0	0.0	8.0	8.0	16.0	
	Total Hours	16.0	40.0	40.0	40.0	40.0	176.0	

Total Invoice	\$24,448
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WCCUSD Monthly Time Sheets

Report Date: May 30, 2014 1:55:43 PM

User Name	Entry Date	WCCUSD Billable Hours	Non-Billable Hrs	Time Off Hrs	Total Hrs	Time Off Type	Billable Hrs	
Perkins, Sonya	May 1, 2014	8.00	0.00	0.00	8.00		8.00	
	May 2, 2014	8.00	0.00	0.00	8.00		8.00	
	May 5, 2014	8.00	0.00	0.00	8.00		8.00	
	May 6, 2014	8.00	0.00	0.00	8.00		8.00	
	May 7, 2014	8.00	0.00	0.00	8.00		8.00	
	May 8, 2014	8.00	0.00	0.00	8.00		8.00	
	May 9, 2014	8.00	0.00	0.00	8.00		8.00	
	May 12, 2014	8.00	0.00	0.00	8.00		8.00	
	May 13, 2014	8.00	0.00	0.00	8.00		8.00	
	May 14, 2014	8.00	0.00	0.00	8.00		8.00	
	May 15, 2014	8.00	0.00	0.00	8.00		8.00	
	May 16, 2014	8.00	0.00	0.00	8.00		8.00	
	May 19, 2014	8.00	0.00	0.00	8.00		8.00	
	May 20, 2014	8.00	0.00	0.00	8.00		8.00	
	May 21, 2014	8.00	0.00	0.00	8.00		8.00	
	May 22, 2014	8.00	0.00	0.00	8.00		8.00	
	May 23, 2014	0.00	0.00	0.00	8.00	8.00 Vacation	0.00	
	May 26, 2014	0.00	0.00	0.00	8.00	8.00 Holiday	0.00	
	May 27, 2014	8.00	0.00	0.00	8.00		8.00	
	May 28, 2014	8.00	0.00	0.00	8.00		8.00	
	May 29, 2014	8.00	0.00	0.00	8.00		8.00	
	May 30, 2014	8.00	0.00	0.00	8.00		8.00	
	Perkins, Sonya Summary		160.00	0.00	16.00	176.00		160.00


6/5/14


Exhibit F13-20

INVOICE

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

Ship To:
 The Seville Group, Inc.
 1400 Marina Way South
 Richmond, CA 94804
 Attn: Lance R. Jackson



Valley View – Interim Campus
 Purchase Order Number: See Contract #
 Contract Number: 1000001631

Invoice Number: WC-3045-0615004
 Invoice Date: 7/1/2015
 Period Ending: 6/30/2015

For Period Covering June 1, 2015 to June 30, 2015

Contract Number and School Name	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Total Complete To-Date		Billed through Previous Period		Current Billing June, 2015	
				%	Amount	%	Amount	%	Amount
1000001631 Valley View	\$188,162.00	\$0.00	\$188,162.00	23.61%	\$44,431.00	12.60%	\$23,707.00	11.01%	\$20,724.00
Totals:	\$188,162.00	\$0.00	\$188,162.00	23.61%	\$44,431.00	12.60%	\$23,707.00	11.01%	\$20,724.00

Current Purchase Order Amount	\$188,162.00
Less: Billed through Previous Period	(\$23,707.00)
Ending PO Amount (Sub-Total)	\$164,455.00
Less: Current Invoice	(\$20,724.00)
Ending PO Amount	\$143,731.00

Please Pay Current Amount Due: \$20,724.00

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

[Signature]
 The Seville Group, Inc.
 Karim Nassab
 Program Director
 7-2-2015



For SGI Use Only: INV66816

User Name	Task Name	Entry Date	Hrs	Comments
	Valley View – Interim Campus	Jun 22, 2015	7.00	Generated OAC minutes draft for review and comments, processed RFIs/submittals, communications with school principal, worked on solutions for DW going into street manhole and
	Valley View – Interim Campus	Jun 23, 2015	8.00	PRE-Con Mtg for Dover Field Project, daily report, walked site, photos, processed RFIs/submittals, worked with estimator on CE #5 for added underground utilities for future TK Portable, schedule, quality control
	Valley View – Interim Campus	Jun 24, 2015	7.00	Reviewed PCO for added underground utilities, RFIs/Submittals, daily report, photos, communication with GC/AOR to resolve underground issues for the DW/FW lines, BFP, & connection to street.
	Valley View – Interim Campus	Jun 25, 2015	6.00	Correspondences, RFIs/Submittals, OAC Meeting, received kitchen equipment shipment at Ohlone, daily report, photos, site walk,
	Valley View – Interim Campus	Jun 26, 2015	6.00	Reviewed ASI#2, processed RFIs/Submittals, daily reports, weekly status report, site photos, communications w/AOR & consultants,
	Valley View – Interim Campus	Jun 29, 2015	8.00	Reviewed PCOs, RFIs/Submittals, daily report, site photos, correspondences, communication with fire inspector, AOR/Consultants, & GC.
	Valley View – Interim Campus	Jun 30, 2015	6.00	Processed RFIs/Submittals, correspondence with Richmond Fire Inspector, daily report, daily photos,
Perkins, Sonya			132.00	
Summary				

User Name	Task Name	Entry Date	Hrs	Comments
Full Summary			132.00	

Exhibit F13-21

INVOICE

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

Ship To:
The Seville Group, Inc.
1400 Marina Way South
Richmond, CA 94804
Attn: Lance R. Jackson



Gompers Project - Construction Management - Fee
Purchase Order Number: J1180159
Contract Number: 1000000707

Invoice Number: WC-3004-0615028
Invoice Date: 7/1/2015
Period Ending: 6/30/2015

For Period Covering June 1, 2015 to June 30, 2015

Contract Number and School Name	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Fiscal Year: 2014 - 2015		Billed through Previous Period	Current Billing June, 2015
				Total Complete %	To-Date Amount		
1000000707 Gompers HS	\$428,188.00	\$1,672,733.00	\$2,100,921.00	96.22%	\$2,021,420.48	\$1,953,700.48	\$67,720.00
Totals:	\$428,188.00	\$1,672,733.00	\$2,100,921.00	96.22%	\$2,021,420.48	\$1,953,700.48	\$67,720.00

Current Purchase Order Amount	\$2,100,921.00
Less: Billed through Previous Period	(\$1,953,700.48)
Ending PO Amount (Sub-Total)	\$147,220.52
Less: Current Invoice	(\$67,720.00)
Ending PO Amount	\$79,500.52

Please Pay Current Amount Due: **\$67,720.00**

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

7-2-2015
The Seville Group, Inc.
Karim Nassab
Program Director

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JUL 06 2015

Facilities Planning & Construction
WCCUSD



Gompers HS
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	2	3	4	5	Total Hours	Total Invoiced
		June	June	June	June	June		
1 Nagai, Lisa Project Engineer	\$129.00	40	40	40	40	16	176	\$17,544
	Hours	40.0	32.0	40.0	24.0		136.0	
	Invoiced	\$5,160	\$4,128	\$5,160	\$3,096	\$0	\$17,544	
	Non Billable	0.0	8.0	0.0	16.0	16.0	40.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	
2 Shrestha, Supriya Project Engineer - Apprentice (Y1)	\$108.00							\$18,144
	Hours	32.0	40.0	40.0	40.0	16.0	168.0	
	Invoiced	\$3,456	\$4,320	\$4,320	\$4,320	\$1,728	\$18,144	
	Non Billable	8.0	0.0	0.0	0.0	0.0	8.0	
	Total Hours	40.0	40.0	40.0	40.0	16.0	176.0	
3 Smith, Gregory Project Manager, Sr.	\$182.00							\$32,032
	Hours	40.0	40.0	40.0	40.0	16.0	176.0	
	Invoiced	\$7,280	\$7,280	\$7,280	\$7,280	\$2,912	\$32,032	
	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	

Total Invoice	\$67,720
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WCCUSD Daily Log

Report Date: Jul 1, 2015 5:12:04 PM
Access Level: All Report Data
 Project Leader (All Projects)
Generated By: Scott, Evan

Date Range: Jun 1, 2015 - Jun 30, 2015
Project: Client: West Contra Costa Unified School District
 Project Code: 500001_3004
 Project Leader: < All >
 Project Status: Open
User: Department: < All >
 Department Code: 500001
 Supervisor: < All >
 Employee Type: < All >
 Login Status: Enabled
Rate Type: User Rate

User Name	Task Name	Entry Date	Hrs	Comments
Nagai, Lisa	Gompers	Jun 1, 2015	8.00	Prepare PCO review with CM for District PM approval. COR Minute update PCO/COR to Excel log. Estimate for PCO/COR. Write up rejection letter.
	Gompers	Jun 2, 2015	8.00	Received approval PCO. Prepare Change Order. Coordination equipment meeting.
	Gompers	Jun 3, 2015	8.00	Collect Approved in to CO. Prepare Change Order package/collect signatures. Updated approved PCO/COR to excel log. write up rejection letter to GC. Send back-up Approved Change Order No.72 to Architect for DSA Close-out.
	Gompers	Jun 4, 2015	8.00	Collect sign change order from Architect and GC. Deliver to the District for the next Board meet. Received COR from GC start prepare PCO/COR in to PCM. COR Meeting
	Gompers	Jun 5, 2015	8.00	Input COR in PCM. Send COR to Architect for review of entitlement. Updated PCO/CO to excel log. Send CO back-up to Architect. Meeting minute
	Gompers	Jun 9, 2015	8.00	Receive COR/CTIN/RFI that will be extra cost create file folder, establish COR in PCM for new PCO No., updated PCO excel log. Review PCO with CM.
	Gompers	Jun 10, 2015	8.00	Re-search past PCO from GC/Subcontractor to prepare negotiation. Review PCO/COR with CM. COR meeting.
	Gompers	Jun 11, 2015	8.00	Research old PCO prepare package for CM as owner requested. COR Meeting with GC. Prepare COR to PCO/PCM.
	Gompers	Jun 12, 2015	8.00	Prepare PCO/COR to meet with Architect Monday. COR Meeting minute. Update PCO # in excel log. Site visit to conform the work are complete according to PCO.
	Gompers	Jun 15, 2015	8.00	Process PCO review meeting with Architect. input PCO approval from District PM in to PCM. Walk the site with AOR and CM

User Name	Task Name	Entry Date	Hrs	Comments
	Gompers	Jun 16, 2015	8.00	Completed write up PCO input to PCM, review with CM prepare for District PM approval. Received new COR and prepare PCO in PCM. Schedule COR meet with GC/sub/Architect. Receive T&M log/file. Receive ASI from Architect write up CD for GC.
	Gompers	Jun 17, 2015	8.00	Completed PCO, prepare CO, send out to Architect and GC for signature, make copies for file and for AOR to close with DSA. Prepare rejection letter to GC. Received new COR, and establish PCO in PCM.
	Gompers	Jun 18, 2015	8.00	received all sign change order from GC and Architect, deliver to FOC for Board approval. COR meeting.
	Gompers	Jun 19, 2015	8.00	Establish COR to PCO in to PCM, prepare file folder. Create Change Order file. Walk the site. COR Meeting minute.
	Gompers	Jun 22, 2015	8.00	Receive COR, and prepare PCO in PCM. PCO Excel updates log. Send COR to Architect for review on entitlement on cost. Receive/log T&M and GC CTIN (Cost Time Impact Notice). Write up CD regards to ASI. Prepare rejection letter.
	Gompers	Jun 23, 2015	8.00	Received new COR/input in PCM. Prepare PCO file. Send COR to Architect for review for justified cost. Right rejection letter to GC. Meet CM to review PCO.
	Gompers	Jun 24, 2015	4.00	Prepare PCO review with CM.
	Gompers	Jun 26, 2015	4.00	Process PCO for District PM to sign. and process CO. Complete file and update PCO Excel log.
Nagai, Lisa			136.00	
Summary				



**West Contra Costa Unified School District
Facilities Planning & Construction
SGI - Payment Approval Form**

CONTRACT NUMBER: 1000001327

PROJECT NUMBER: KENNEDY HS SWIM CENTER INVOICE DATED: 7/1/2015

INVOICE NUMBER: WC-3039-0615015 VENDOR / CONTRACTOR:

PROJECT DESCRIPTION: PERIOD FROM 6/1/2015 TO 6/30/2015 SGI- THE SEVILLE GROUP, INC.

Total due Vendor / Contractor under original purchase order:	<u>\$311,822.00</u>
Purchase Order Increase:	<u>\$0.00</u>
Total encumbered to date:	<u>\$311,822.00</u>
Liquidated Amount to Date:	<u>\$242,574.00</u>
Amount of this Invoice:	<u>\$13,502.00</u>
Purchase order balance after this payment:	<u>\$55,746.00</u>
Project Account Number:	<u>01364-36001-97486217-320XXCM</u>

Reviewed for accuracy, recommended for payment:

Contract # 1000001327

BOE Approved 3-26-2014 Contract

*Exhibit "D" in the contract states that "SGI is proposing to bill on a time and materials basis, with an annual 3% escalation on the hourly rates shown and a 10% markup on general conditions"

\$311,822.00

<u>Andrew Mixer</u> Project Manager, Bonds	<u>AEM</u> Signature	<u>7/10/15</u> Date
<u>Keith Holtlander</u> Director, Facilities & Construction	<u>EKH</u> Signature	<u>07/13/15</u> Date
<u>Luis Freese</u> Engineering Officer	<u>EKH FOR</u> Signature	<u>07/13/15</u> Date

Mark Bonnett: [Signature]
Executive Director, Bonds & Finance

Lisa LeBlanc: [Signature]
Associated Superintendent, Operations

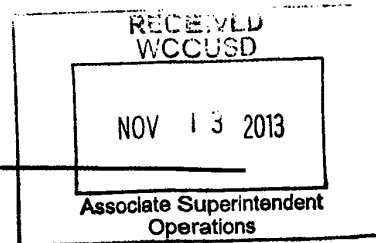
Date: 7-10-15

Date: 7-10-15

al Form

Exhibit F13-22

West Contra Costa Unified School District
Bond Program



Payment Approval Form

Date: 11/05/2013
 Contractor/Vendor: SGI Seville Group Inc.
 Description: Kennedy HS Science Building
 Purchase Order: 1000000834
 Object Code: 6217
 Invoice Number: # WC-KENA-1314-04
 Vendor Number: # V006608

RECEIVED
WCCUSD

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>		<u>11-5-13</u>
<u>Karim Nassab:</u> <u>Bond Program Manager</u>		<u>11.5.13</u>
<u>Magdy Abdalla:</u> <u>Facilities</u>		<u>11/7/13</u>
<u>Martin Coyne:</u> <u>WCCUSD Fiscal Services</u> JB 11/12/13		<u>11/12/13</u>
<u>Bill Fay:</u> <u>Associated Superintendent</u>		<u>11-12-13</u>

West Contra Costa Unified School District
Bond Program

Payment History / Approval Form

PROJECT: 360001

INVOICE NUMBER: WC-KENA-1314-04

DATED: 11/04/2013

PROJECT DESCRIPTION:

Kennedy HS Science Building

VENDOR / CONTRACTOR:

SGI Seville Group Inc.
1400 Marina Way South
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 10/01/2013 to 10/31/2013 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>\$179,152.00</u>
Purchase Order Increase:	<u>\$.00</u>
Total encumbered to date:	<u>\$179,152.00</u>
Previous payment(s):	<u>\$23,157.00</u>
Amount of this Invoice:	<u>\$28,032.00</u>
Purchase order balance after this payment:	<u>\$127,963.00</u>

Reviewed for accuracy, recommended for payment:

--	--	--	--	--

Kennedy HS PS:01211-36013-97456217-320XXCM

Project Manager:

KN
Signature

11.5.13
Date

INVOICE

Bill To:
West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94804-3135
Attn: Magdy Abdalla, Director of Facilities and Construction

Ship To:
The Seville Group, Inc.
1400 Marina Way South
Richmond, CA 94804
Attn: Lance R. Jackson



Kennedy HS Science Building Modernization - Construction Management Fee

Purchase Order Number: See Contract #
Contract Number: 1000000834

Invoice Number: WC-KENs-1314-04
Invoice Date: 11/4/2013
Period Ending: 10/31/2013

For Period Covering October 1, 2013 to October 31, 2013

Contract Number and School Name	Fiscal Year: 2013 - 2014				Billed through Previous Period		Current Billing October, 2013	
	Original Purchase Order Amount	Change Order Amount	Current Purchase Order Amount	Total Complete To-Date	%	Amount	%	Amount
1000000834 Kennedy HS	\$178,152.00	\$0.00	\$178,152.00	\$51,189.00	28.57%	\$23,157.00	15.65%	\$28,032.00
Totals:								
	\$178,152.00	\$0.00	\$178,152.00	\$51,189.00	28.57%	\$23,157.00	15.65%	\$28,032.00

Please Pay Current Amount Due: \$28,032.00

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



For SGI Use Only: INV60172

The Seville Group, Inc.
Karim Nassab
Program Director

11.5.13