

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Special Meeting**

**February 25, 2020  
SSUSD District Office  
113 W. Felspar Ave.  
Ridgecrest, CA 93555  
[www.ssusd.org](http://www.ssusd.org)**

*We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive*

**A G E N D A**

CALL TO ORDER AND PLEDGE TO THE FLAG

6:00 p.m.

Amy Castillo-Covert  
Bill Farris, Vice President/Clerk  
Tim Johnson  
Kurt Rockwell  
Michael Scott, President

Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA
2. CONSTRUCTION ADMINISTRATION
  - 2.1 Construction Status Report
  - 2.2 Approval of Contract with IBI Group for DoD Richmond Elementary School Project
  - 2.3 Approval of Contract with Colombo Construction for Construction Management Services for a New Richmond Elementary School
3. GENERAL ADMINISTRATION
  - 3.1 The board will meet with the superintendent in a workshop style session to discuss the results of a public opinion survey and securing funding for facilities needs through a bond measure.
4. ADJOURNMENT

2. CONSTRUCTION ADMINISTRATION

2.1 Report to the Board: Construction Activities and Issues

---

BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district's construction efforts.

CURRENT CONSIDERATIONS: Mr. Randy Coit, Director of Construction with Sierra Sands Unified School District, will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This item is presented for informational purposes and no action is required.

## 2. CONSTRUCTION ADMINISTRATION

### 2.2 Approval of Contract with IBI Group for DoD Richmond Elementary School Project

BACKGROUND INFORMATION: In February 2019, the district was invited by the Department of Defense (DoD) Office of Economic Adjustment (OEA) to submit a proposal for grant funding for modernization or replacement of Richmond Elementary School. This proposal must include conceptual drawings of the new school, detailed educational specification, and a preliminary cost estimate. Therefore, it is necessary to bring an architectural firm on board to assist with the grant proposal development.

CURRENT CONSIDERATIONS: A Request for Proposal was issued for Architectural Services for the planning and construction of a new Richmond Elementary School. The district received 8 proposals for the project. The proposals were reviewed and scored, and the 3 firms with the highest scores were invited to participate in interviews with the district selection committee. IBI Group is the only firm with experience in the Anti-Terrorism requirements imposed by DoD OEA for the project, and their pricing is comparable to the other firms. IBI Group has been selected as the firm that best meets the requirements of the district for this project.

FINANCIAL IMPLICATIONS: The price proposed for these services is an average of 7.5% of the total cost of the project. This price is consistent with the Office of Public School Construction fee schedule for architectural services for new school construction projects.

DoD OEA has agreed to allow the district to charge this work to the DoD grant. Therefore, 80% of the cost will be funded by the grant, and 20% will come from Fund 40 – Capital Outlay as district match.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve a contract with IBI Group for architectural services for the planning and construction of a new Richmond Elementary School.

## **CONTRACT FOR ARCHITECTURAL SERVICES**

**THIS AGREEMENT** is entered into this **26 day of February, 2020**, between the **Sierra Sands Unified School District** of Kern County, California, hereinafter "Owner," and **IBI Group**, a California Partnership, hereinafter "Architect."

Owner intends to construct the project ("Project") described as follows  
Planning and Construction of a New Richmond Elementary School, and Demolition of the Existing Facility. Project will be executed in accordance with National Policy Requirements specified in Exhibit B.

Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement (with the understanding that if Architect is a corporation or other organization, the Project Architect specified, and not Architect itself, is fully licensed as an architect in the state of California).

Accordingly, the parties agree as follows:

### **ARTICLE 1. EMPLOYMENT OF ARCHITECT.**

Owner contracts Architect pursuant to California Government Code Sections 4525-4529.5 and 53060 to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the Project. The term "Project Architect" as used in this document shall be referred to as the Architect in General Responsible Charge as defined under Title 24, Section 4-316 of the California Code of Regulations. Subject to Owner's approval, Architect shall name a specific person fully licensed to practice as an architect in the state of California to be the Project Architect. The Project Architect shall maintain personal oversight of the Project and act as principal contact with Owner, the contractor, Architect's consultants and engineers, and all inspectors on the Project. Any change in the Project Architect shall be subject to Owner's approval. The Project Architect is Maurice M. Macaré, California license number C-13998.

### **ARTICLE 2. ARCHITECT'S SERVICES.**

#### **2.1 Employment of Architect.**

Architect accepts Contract and agrees to perform all the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands the exact scope of services may be changed should Owner elect to utilize the Multi-Prime Construction Management or Lease-Leaseback project delivery methods. In that event, the Services Matrix for Construction Projects Utilizing Multi-Prime Construction Management or Lease-Leaseback Project Deliver Methods attached to this Agreement shall further clarify the scope of services and shall govern in instances of inconsistencies with language herein. Appropriate fee adjustments, in terms of credits and/or additional fees, may be made as a result of an election by Owner to utilize Multi-Prime Construction Management or Lease-Leaseback delivery methods for the Project. Architect shall provide the services referenced in this Agreement and additional services as agreed.

### **2.1.1 Communication with Owner.**

Architect shall participate in consultations and conferences with Owner's authorized representatives and/or other local, regional, or state agencies concerned with the Project necessary for development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and Owner. Such consultations and conferences shall continue through planning and construction of the Project and contractors' warranty periods. Architect shall only take direction from staff specifically designated by Owner (the "Owner's Representative"). Owner's Representative for the Project shall be Randy Coit. Owner hereby certifies that the Owner's Representative has been duly authorized by Owner's governing board or other governing body to represent Owner on the Project. Owner may designate new and/or different individuals to act as Owner's Representative from time to time.

### **2.1.2 Hiring Consultants and Personnel.**

**2.1.2.1** Architect shall provide any and all required consultants, including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning and/or administration of the Project, typically limited to architects and structural, electrical, plumbing, mechanical engineers and utility engineers. Other consultants may be provided by express written agreement at additional cost to Owner. Architect may provide such services and personnel "in-house" or, with the written consent of Owner, employ outside consultants. The cost of any and all such consultants shall be borne by Architect. Architect may delegate to such consultants those duties which Architect is permitted by law to delegate without relieving Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify Owner of all consultants prior to commencement of their work.

**2.1.2.2** All engineers, experts, and consultants retained by Architect in performance of this Agreement shall be licensed or certified, as the case may be, to practice in their respective professions, where required by law.

**2.1.2.3** Structural, mechanical, civil, and electrical engineers and consultants hired by Architect shall show evidence of a policy of professional liability and/or project insurance, if available, meeting the requirements set forth in this Agreement.

**2.1.2.4** Architect shall promptly obtain Owner's written approval of assignment and/or reassignment or replacement of engineers or consultants or other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by Owner.

**2.1.2.5** Professionals, technical and other clerical personnel shall be retained by Architect at Architect's sole expense.

### **2.1.3 Initial Planning Phase of Project.**

**2.1.3.1** Architect shall assist Owner in preparation of educational programming for the Project to define scope, size, cost, space relationship, and site development. Assistance to Owner is understood to mean the review of Owner's prepared program, as it relates to determination of space and translation into physical area and corresponding cost (not actual development of the Owner's program).

**2.1.3.2** Architect shall advise and assist Owner in determining the feasibility of the Project, analysis of the types and quality of materials and construction to be selected, the site location, and other initial planning matters.

**2.1.3.3** Architect shall notify Owner in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

**2.1.3.4** Architect shall advise Owner in securing easements, encroachment permits, rights-of-way, dedications, infrastructures, and road improvements, coordinating with utilities and adjacent property owners.

**2.1.3.5** The Owner has elected Construction Management Over Multi. Prime project delivery method, Architect shall provide those services designated in the Services Matrix for Construction Projects necessary to assist the Owner in establishing the Owner's educational or facility program/s, the financial feasibility, time requirements and limitations for the project prior to beginning design. Compensation for these services shall be enumerated in Exhibit A, incorporated herein by reference.

**2.1.3.6** The Architect shall be responsible to investigate existing conditions or facilities and confirm such conditions or facilities as relates to work under this Project. The Architect or its consultant will conduct the research that is in its professional opinion necessary for the Project, and will incorporate such conditions that relate to work of this Project within the drawings for construction. Such services of the Architect or its consultants will be performed in a manner consistent with the ordinary standard of care.

#### **2.1.4 Schematic Plan Phase of Project.**

**2.1.4.1** Architect shall provide a site plan and other Project-related information necessary and required for Owner's application for funds to finance the Project to any federal, state, regional, or local agency.

**2.1.4.2** In cooperation with Owner's planners and educational committees, Architect shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project and the plot plan development at the site and the proposed architectural concept of the buildings, incorporating Owner's educational or facility program and functional requirements. Such drawings and plans (referred to collectively as the Schematic Plans) shall meet the requirements of the California Department of Education (CDE), regulations (California Code of Regulations, Title 5, Section 14000 et seq.), and guidelines and shall be prepared in a form suitable for submission to the CDE for approval, if applicable. The Schematic Plans shall show all rooms incorporated in each building in the Project in single-line drawings, and shall include all revisions required by Owner or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in a form suitable for reproduction.

**2.1.4.3** Architect shall establish a preliminary Project cost estimate in the format required by Owner or, if applicable, by the school construction funding agency identified by Owner. The purpose of the cost estimate is to show probable cost in relation to Owner's budget. If Architect perceives site considerations which impact the cost of the Project, Architect shall immediately disclose those conditions to Owner in writing. Architect shall provide a preliminary written time schedule for performance of the work on the Project. Preliminary construction budget or allowance shall represent the

Architect's best judgment as a professional familiar with the construction industry. This analysis may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall not be required to make exhaustive or detailed estimates of project cost.

**2.1.4.4** At its own expense, Architect shall provide a complete set of the Schematic Plans for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of the Schematic Plans as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the Division of State Architect (DSA), and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required shall be provided at cost to Owner.

### **2.1.5 Design Development Phase of Project.**

**2.1.5.1** On Owner's specific written approval of the Schematic Plans, Architect shall prepare site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical, and electrical systems, and site improvements as applicable (on and off-site) to the extent required to provide the successful completion of the Project), types and makeup of materials, and outline specifications (Design Development Documents) for presentation to Owner's governing board or other governing body for approval.

**2.1.5.2** Architect shall provide a complete set of the Design Development Documents for Owner's review and approval. Additionally, at Owner's expense, Architect shall provide copies of the Design Development Documents as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the DSA, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to Owner.

**2.1.5.3** Architect shall provide Owner with an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents and a breakdown based on types of materials and specifications identified in the Design Development Documents. Architect's estimate of probable construction cost will be furnished upon conventional means of analysis using model costing, square-foot or systems/assembly analysis.

**2.1.5.4** Architect shall provide Owner with a timetable for completion of the Project.

**2.1.5.5** Architect shall assist Owner in applying for and obtaining required approvals from DSA, or other governing authority having jurisdiction over the Project, as the case may be, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for securing priorities, materials, as an aid in construction of the Project, and in obtaining final Project approval and acceptance by DSA as required.

**2.1.5.6** Architect shall provide a color schedule of all materials and selections of textures, finishes, and other items requiring an aesthetic decision at this phase of the Project for Owner's review and approval.

### **2.1.6 Building Permits and Conformity to Legal Requirements.**

**2.1.6.1** Architect shall cause drawings and specifications to conform to and adequately address applicable requirements of federal, state, regional, and local law, DSA requirements (structural safety, fire/life safety, and access compliance sections), and requirements of the CDE, which must approve the drawings and specifications, and shall cause the necessary copies of such drawings and specifications to be filed with those agencies for approval.

**2.1.6.2** Architect will use its best professional efforts to interpret applicable access requirements, including those of the Americans with Disabilities Act and California law, and inform Owner of any inconsistencies between federal and state accessibility regulations and requirements which are subject to conflicting interpretations of the law.

## **2.1.7 Working Drawings and Specifications.**

**2.1.7.1** Upon Owner's specific written approval of the Design Development Documents, Architect shall prepare such complete working drawings and specifications as are necessary to obtain complete bids and efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by Owner. The completed working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems and utility service connection equipment and site work. It shall be Owner's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in Owner's possession. Using a thorough interior and exterior visual survey of site conditions, Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings. Owner shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide Architect with any supplemental information which may be discovered but not shown on the as-built drawings.

The completed working drawings and specifications must be sufficient to enable Architect and Owner to secure the required permits and approvals from DSA and for Owner to obtain a responsible, responsive or bona fide bid or bids. The working drawings shall be clear and legible, so that uniform copies can be made on standard architectural size paper, properly indexed and numbered, and sufficient to be clearly copied and assembled in a professional manner by Architect.

**2.1.7.2** Owner shall review, study, and check the completed working drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of the final plans by Owner's governing board or other governing body, subject to DSA approval. Architect shall make all Owner-requested changes, additions, deletions, and corrections in the completed working drawings and specifications so long as the changes are not in conflict with the requirements of those public agencies having jurisdiction or prior approval, or are inconsistent with earlier Owner direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to Owner's attention. The parties agree that, while the construction contractor will be responsible for construction methods and means, it is Architect who, as between Architect and Owner, possesses the requisite expertise to determine the constructability of the completed working drawings and specifications. Architect warrants that the plans are sufficiently detailed and accurate to enable a competent contractor to perform the work.

**2.1.7.3** Architect understands that should working drawings and specifications be ordered by Owner, Owner shall specify the sum of money set aside to cover the total



cost of construction of the work exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a written statement to Owner's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by Owner indicate the work cannot be constructed for the specified sum in accordance with the working drawings and specifications furnished by Architect, Architect shall, if requested by Owner and without extra compensation, revise the working drawings and specifications so construction can be completed for a total cost which does not exceed the specified sum or so that certain portions of the Project can be omitted, deferred, or separately bid. The cost of revising the plans and specifications shall be borne by Owner only where Architect has given written notice in advance of bidding that the total construction cost will exceed Owner's specified sum and where Owner has not reasonably addressed any such written notice provided by Architect. Architect will not be required to make revisions without compensation when estimate has been provided by Lease-Leaseback Contractor or Construction Manager selected by Owner.

**2.1.7.4** Architect shall provide a full set of the completed working drawings and specifications for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of any documents required by federal, state, regional, or local agencies concerned with the Project, including CDE and DSA. Any additional copies required shall be provided at cost to Owner.

**2.1.7.5** Unless otherwise agreed, Architect shall provide at no additional expense one original two dimensional rendering of the Project suitable for public presentation, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering.

## **2.1.8 Construction Contract Documents.**

If so required by Owner, Architect shall assist Owner in the completion of construction documents, including but not limited to advertisement for bids, information for bidders, bid forms (including alternate bids as requested by Owner), bonds, general conditions, special conditions, agreement, DVBE preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of Owner and Owner's counsel. At the time the construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), are delivered, Architect shall provide Owner with its final estimate of probable construction cost ("Final Estimate") consistent with previous design development documents.

**2.1.8.1** Architect's Statement of Probable Cost at the completion of final drawings and specifications shall be in sufficient elemental breakdown as to isolate and analyze general components of the project for budget and construction cost evaluation purposes.

**2.1.8.2** In accordance with Title 24 of the California Code of Regulations, any amendments to, addenda or change orders that materially alter the approved drawings and specifications for construction shall be prepared by the Architect or Engineer in general responsible charge for the Project (ref. §4-338 Park 1, Title 24 C.C.R.). Any amendments, modifications or changes to bidding documents, forms or procedures, and administrative contractual concerns or clarifications may be prepared by Owner's representative or delegated authority, which do not materially alter the approved drawings and specifications.

## **2.1.9 Bid Phase.**

**2.1.9.1** Following Owner's approval of the Construction Documents and Final Estimate, Architect shall provide to Owner one set of reproducible construction documents.

**2.1.9.2** If the lowest responsive bid on the Project exceeds the Final Estimate by 10 percent after adjustment for change in the Construction Cost Index adopted by the State Allocation Board, Owner may request that Architect amend the final drawings and specifications to rebid the Project so that bids are within 10 percent of the Final Estimate. At Owner's request, Architect shall provide specifications which include alternate bids as deemed advisable by Owner.

### **2.1.10 Observation of Project.**

Observation of the work executed from the final working drawings and specifications shall be in person by Project Architect provided that Owner may, in its discretion, consent to such observation by another competent representative of Architect.

### **2.1.11 Construction of Project.**

Architect shall provide general administration of the Construction Documents, including but not limited to the following:

**2.1.11.1** Participate with Owner in a pre-construction meeting with all interested parties.

**2.1.11.2** Conduct site visits, as often as necessary and appropriate to the stage of construction but at least biweekly, to observe contractor's work for general conformance with the plans and specifications and to confirm that work is progressing in accordance with the Construction Documents and Construction Manager's schedule.

**2.1.11.3** Conduct site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to Architect and Owner and employed by Owner. Architect shall provide general direction of the work of the Inspector and coordinate in the preparation of record drawings by Inspector and/or Contractor indicating dimensions and location of all "as-built" conditions including but not limited to underground utility lines.

**2.1.11.4** Cause engineers and other consultants as may be hired by Architect to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the Project.

**2.1.11.5** Make regular reports as may be required by applicable federal, state, regional, or local agencies.

**2.1.11.6** Attend all appropriate construction management meetings and provide written reports to Owner after each construction meeting to keep Owner informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than biweekly.

**2.1.11.7** Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

**2.1.11.8** Keep records of construction progress and time schedules and advise contractor and Owner of any substantial deviations from the time schedule which could delay timely completion of the Project.

**2.1.11.9** In a timely manner, check and process all required material and test reports and report to the DSA and other governing agency having jurisdiction over the Project, as the case may be, the CM, and Owner any deficiencies in material as reflected by those reports, with recommendations for correction of any deficiencies.

**2.1.11.10** In a timely manner, review and respond to all requested schedules, submittals, shop drawings, samples, other information requests, and other submissions of the contractor, or the subcontractors through the contractor, for compliance with design and specifications and to facilitate timely and uninterrupted progress of the work.

**2.1.11.11** As discussed with Owner, promptly reject work or materials which do not conform to the Construction Documents and notify Owner of any rejection.

**2.1.11.12** In a timely manner, consult with Owner with regard to substitution of materials, equipment, and laboratory reports thereon prior to Owner's final, written approval of any substitutions.

**2.1.11.13** Prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and any modifications as may be necessary to meet unanticipated conditions encountered during construction, that would have been detected by reasonable investigation as outlined in Article 2.1.7.1, at no additional expense to Owner. Architect's responsibility to bear the cost of necessary modifications arising from unanticipated conditions applies only to those conditions that should have been anticipated by a reasonable architect or its subcontractors, consultants, or employees in the performance of its duties under this Agreement. However, any documents and/or drawings required due to unforeseeable changed conditions, contractor error or Owner changes shall be subject to additional fees.

**2.1.11.14** In a timely manner, evaluate and notify Owner in writing of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project (written notification may be accomplished by providing a copy of any request). Architect shall not order contractors to make any changes affecting contract price without Owner's written approval of a change order pursuant to the terms of the Construction Documents. On its own responsibility and pending approval of Owner's governing board or other governing body, Architect may order changes necessary at the time to meet construction emergencies if written approval by Owner's Representative is first secured. Construction emergency shall mean any condition that potentially could have immediate adverse effects on the health, safety and welfare of current building occupants or nearby persons.

**2.1.11.15** Examine, verify, and approve contractor's applications for payment and issue certificates for payment for work and materials approved by the inspector which reflect Architect's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.

**2.1.11.16** Coordinate final color and product selection with Owner's original design concept.

**2.1.11.17** Determine date of completion.

**2.1.11.18** After being notified the Project is nearing completion, Architect shall inspect the Project and review the punch-list prepared by the contractors, including minor items ("punch-list items"). Architect shall notify the CM in writing that all deficiencies and punch-list items must be corrected prior to acceptance of the Project and final payment. Owner shall be notified of all deficiencies and punch-list items.

**2.1.11.19** Review materials assembled by the contractor and provide to Owner written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("Final Working Drawings"), and any other materials required from the contractors and subcontractors in accordance with the Construction Documents.

**2.1.11.20** Make any further observations of the Project reasonably necessary to confirm completion of punch-list items and to issue Architect's Certificate of Completion and final certificate for payment.

**2.1.11.21** Cause engineers and other consultants as may be hired by Architect to file required documentation necessary to close out the Project with governmental authorities.

**2.1.11.22 Record Set of Final Working Drawings.**

**2.1.11.22.1** Not later than 120 days after Architect's receipt of marked-up working drawings from the Construction Manager, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by the Construction Manager and Inspector. Architect shall review the record set of Final Working Drawings to ensure that they are a correct representation of the information supplied to Architect by the Construction Manager.

**2.1.11.22.2** Omitted

**2.1.11.22.3** Upon approval of the completed as-built drawings by Owner's Representative, Architect shall forward to Owner a complete set of reproducible duplicates of the original drawings corrected to "as-built" condition. The duplicates shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

**2.1.11.22.4** In addition to the set of reproducible duplicates referred to above, Architect shall provide Owner with two copies of the "as-built" drawings electronically in a format designated by Owner.

**2.1.11.22.5** Prior to receipt of final payment, Architect shall forward to Owner one clear and legible set of reproductions of the computations, the original copy of the specifications, the as-built drawings, the final verified progress report

pursuant to Title 21 of the California Code of Regulations, and Architect's Certificate of Completion.

**2.1.11.23** Architect shall provide advice to Owner on apparent deficiencies in construction during the one-year warranty period following acceptance of work.

**2.1.11.23.1** Architect and Architect's consultants shall provide assistance to the Owner in preparing a six-month written evaluation of the Project's finish hardware and HVAC systems.

**2.1.11.23.2** Architect and Architect's consultants shall provide assistance to Owner in preparing an 11-month written evaluation of items of repair, replacement, etc., for warranty items.

## **2.2 Additional Services of Architect.**

At Owner's request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. Owner may agree to pay Architect for such services if those services cause Architect additional expense through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless Owner and Architect agree in writing as to the amount of compensation for such services prior to the services being rendered. Such service may include but not be limited to:

**2.2.1** Omitted

**2.2.2** Assistance to Owner in selection of moveable furniture, equipment, or items which are not included in Construction Documents.

**2.2.3** Services caused by contractor's late submission of substitution requests, by the delinquency, default, or insolvency of contractor, or by major defects in contractor's work in performance of the construction contract.

**2.2.4** Substantial subsequent revisions in drawings, specifications, or other project documents when required as a result of:

**2.2.4.1** Changes requested by Owner;

**2.2.4.2** Revisions being inconsistent with prior written approvals or instructions due to causes beyond Architect's control;

**2.2.4.3** An approved contractor substitution request.

**2.2.5** Serving as an expert witness on Owner's behalf.

**2.2.6** Observation of repair of damages to the Project.

**2.2.7** Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.

**2.2.8** Additional site reviews or other work required solely as a result of the fault of Owner more than 60 calendar days past the scheduled date of project completion.

## **ARTICLE 3. OWNER'S RESPONSIBILITIES.**

Owner's responsibilities shall include the following:

**3.1** Make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.

**3.2** Depending upon the scope of the Project, direct Architect to procure at Owner's expense, a survey of the Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other pertinent information. Owner shall also provide a soils investigation report and a geological report if required by law.

**3.3** Upon mutual agreement with Architect, appoint and pay an Inspector of Record as provided by state law. The Inspector shall be qualified and approved by Architect and by the DSA, with its work under the general direction of Architect. The Inspector shall be responsible to Owner and act in accordance with Owner's policies. The project administration by Architect and its engineers shall be in addition to the continuous personal supervision by the Inspector.

**3.4** Omitted.

**3.5** Conduct chemical, mechanical, or other tests required for proper design of the Project; furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for proper development of the required drawings and specifications and determine soil condition.

**3.6** Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

**3.7** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency.

**3.8** Designate a representative authorized to act as liaison between Architect and Owner in administration of this Agreement and the Construction Documents. Owner's authorized representative shall assist Architect in conducting inspections and preparing the list of deficiencies and shall accompany Architect and contractor on the final inspection.

**3.9** Review all documents submitted by Architect, including change orders and other items requiring Owner's approval; advise Architect of decisions pertaining to those documents within a reasonable time after submission.

**3.10** Notify Architect if any deficiencies in material or workmanship become apparent during contractor's warranty period.

#### **ARTICLE 4. ARCHITECT'S FEE.**

**4.1** For performance of all services rendered, Owner shall pay to Architect the amount specified in Exhibits A and C incorporated herein by reference, which constitutes complete payment for Architect's services under this Agreement.

**4.1.1** Unless otherwise agreed in writing, Architect's compensation is not contingent on Owner obtaining funding for the Project.

**4.1.2** Unless otherwise agreed, the construction cost for Multi-Prime Construction Management projects shall include the construction management fee and general conditions costs of the Construction Manager, and be calculated on the total collective cost of all Multi-Prime contracts.

**4.1.3** When Architect's compensation is based on a percentage of construction cost and any portion of the Project is deleted or otherwise not constructed, compensation for that portion of the Project shall be payable to the extent services are performed on that portion based on the lowest bona fide bid or estimate.

**4.2 Payment for Additional Services.** Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by Owner's governing board or other governing body:

**4.2.1** For services in addition to Architect's basic services, the required written approval shall specify the fee for those services, which may be a flat amount or Architect's standard hourly rates.

**4.2.2** With the required prior approval, special consultants may be paid at a multiple of times the amount billed to Architect by the special consultants.

**4.2.3** Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services beyond those required in 2.1.3.1.

**4.2.3** Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services not included in 2.1.3.2.

### **4.3 Reimbursable Expenses.**

Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, identified as:

**4.3.1** Expenses of preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.

**4.3.2** Expenses in connection with preauthorized out-of-town travel. Pre-authorized transportation shall include travel outside the Bakersfield Metropolitan Service Area (75 miles round trip), including trips/flights to public agencies (e.g., to State agency/s remotely located – DSA, OPSC, CDE, etc.). Expenses include municipal/private charges associated with destination fees – and not considered a parking violation.

**4.3.3** Fees required to be paid in order to secure approval of authorities having jurisdiction over the Project.

**4.3.4** Expenses of reproductions of drawings and specifications, as authorized and/or required herein including, without limitation, reproduction of documents provided by the Owner or generated by the Architect and its consultants for the Owner.

**4.3.5** Other costs/expenses preauthorized by Owner.

**4.3.6** Unless otherwise agreed, Architect shall provide at no additional expense one original rendering of the Project, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering. Any other presentation graphics, renderings, charts, graphs, or similar visual communication requested by Owner shall be reimbursed at Architect's cost.

## **ARTICLE 5. PAYMENTS TO ARCHITECT.**

**5.1** Architect's compensation shall be paid by Owner to Architect monthly, incrementally based upon the percentage of work completed as reflected in Exhibit A.

**5.2** In order to receive payment, Architect shall present Owner with a claim for payment for approval by Owner's Representative which shall designate services performed, percentage of work completed, method of computation of amount payable, and amount to be paid.

**5.3** Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of those services or in such other manner as the parties shall specify when those services are agreed upon.

## **ARTICLE 6. INSTRUCTIONS TO PROCEED.**

Architect is not to proceed with performance of any services under this Agreement without first securing authorization from Owner to do so.

## **ARTICLE 7. TIME SCHEDULE.**

**7.1** Architect shall perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon Owner's request, Architect shall prepare an estimated time schedule for the performance of Architect's services, to be adjusted as the Project proceeds, including allowances for periods of time required for Owner's review and approval of submissions and for approvals by authorities having jurisdiction over project approval and funding. The schedule shall not be exceeded by Architect without Owner's prior written approval.

**7.2** Any delays in Architect's work because of the actions of Owner or its employees, those in direct contractual relationship with Owner, a governmental agency having jurisdiction over the Project, or an act of God or other unforeseen occurrence, not due to any fault or negligence on Architect's part, shall be added to the time for completion of any obligations of Architect.

**7.3** Should Architect apply for an extension of time, Architect shall submit evidence that any required insurance policies remain in effect during the requested additional time.

## **ARTICLE 8. SUSPENSION, ABANDONMENT, TERMINATION.**

**8.1** Owner hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of any suspension, abandonment, or termination, Architect shall be paid pursuant to any applicable schedule of payments for services rendered up to the date of any suspension, abandonment, or termination, less any damages suffered by Owner as a result of Architect's default, if any. Architect hereby expressly waives any and all claims for damages or balance of compensation arising under this Agreement, except as set forth herein, in the event of any suspension, abandonment, or termination.



**8.2** If Architect's services are suspended by Owner, Owner may require Architect to resume services by giving written notice to Architect within 90 consecutive calendar days after the effective date of the suspension.

**8.3** Where more than 90 days beyond the effective date of suspension or abandonment by Owner, Architect may terminate this Agreement by giving Owner 10 days' written notice.

**8.4** Upon suspension, abandonment, or termination, Architect shall, if requested by Owner, turn over to Owner all preliminary studies, sketches, working drawings, specifications, computations, and all other items to which Owner would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid following termination of this Agreement, Owner shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to Owner upon request, without additional compensation, and in any format specified by Owner.

## **ARTICLE 9. OWNERSHIP AND USE OF DOCUMENTS.**

**9.1** Pursuant to California Education Code Section 17316, all plans, specifications, estimates, and other documents, including any and all electronic data magnetically or otherwise recorded electronically prepared by Architect pursuant to this Agreement, shall be and remain the property of Owner. Any documents supplied pursuant to this Agreement shall be the property of Owner whether or not the work for which they were made is executed. Architect and its consultants shall be deemed the authors and shall retain all common law, statutory, and other reserved rights, including copyrights.

**9.2** Architect grants to Owner the right to reuse all or part of the aforementioned documents, at its sole discretion, for the construction of all or part of this Project or another project contracted for Owner. Owner is not bound by this Agreement to employ the services of Architect in the event such documents are reused. Owner's reuse of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. Owner shall indemnify, hold harmless, and defend Architect and its officers, directors, consultants, agents, and employees from all claims of any kind arising out of such use, reuse, or modification of any documents prepared by Architect. Architect makes no warranty or representation that such documents are suitable for use on any subsequent project or for other purposes in time or geographical location.

**9.3** This Agreement creates a nonexclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property authored or held by Architect or its subconsultants embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship by Architect or its subconsultants fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. Architect shall require any and all subcontractors and consultants to agree in writing that Owner is granted a nonexclusive and perpetual license for any work performed pursuant to this Agreement.

**9.4** Architect represents and warrants that it has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, or other documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall hold harmless and indemnify Owner for any breach of this Article. Architect makes no such representation or warranty with regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not

limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, prepared by design professionals other than Architect or Architect's subcontractors or consultants and provided to Architect by Owner. Owner recognizes that Architect does not hold title or rights to the use of other "product" publications in the preparation of project documents (such as software, code and specification subscription services, details and specifications of manufacturers, etc.) and therefore cannot grant transitory rights to Owner, nor can Architect represent or warrant rights to license these types of intellectual property.

## **ARTICLE 10. INDEMNITY.**

**10.1** Architect shall hold harmless, assume the defense of, and indemnify Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

**10.2** By way of written agreements, Architect shall require each and every one of its subcontractors and consultants engaged in work related to this Agreement to indemnify and defend Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the subcontractor or consultant in the performance of work related to this Agreement. Architect agrees that any failure to provide any such subcontractor or consultant agreement for indemnity and defense shall be deemed an act or omission arising out of, pertaining to, and relating to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

**10.3** Owner shall hold harmless, assume the defense of, and indemnify Architect, its officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Owner, its officers, or employees in the performance of this Agreement.

## **ARTICLE 11. ERRORS AND OMISSIONS.**

Architect shall be liable for any damages and costs incurred by, and any claims against, Owner that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect. Additionally, Architect shall not be entitled to any fee for additional services or reimbursement of costs for work required due to Architect's negligence, recklessness, or willful misconduct, or that of Architect's subcontractors, consultants, and/or employees in the performance of services under this Agreement.

## **ARTICLE 12. INSURANCE.**

From the time this Agreement is entered into until the date of Owner's acceptance of the work, Architect shall maintain insurance in full force and effect, as set forth in this Agreement, at its sole cost and expense. All insurance shall be with a carrier satisfactory to Owner. Prior to commencement of work, Architect shall furnish to Owner a certificate of insurance evidencing the required coverages. Owner shall not be obligated to make any payment to Architect until after its receipt and acceptance of that certificate.

**12.1** Workers' compensation insurance, as required by applicable laws, and employer's liability insurance with a limit not less than \$1,000,000.

**12.2** Comprehensive general liability insurance for bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Comprehensive general liability policies obtained and maintained by Architect shall contain endorsements naming Owner and other interested parties who have insurable interests and are designated by Owner as additional insureds and shall include products' completed coverage and operations coverage, as well as contractual liability coverage for liability assumed by Architect under this Agreement.

**12.3** Professional liability insurance coverage of \$1,000,000.

**12.4** Automobile liability insurance coverage of \$1,000,000.

**12.5** In addition to other insurance requirements of this Agreement, Owner may require Architect to obtain a non-cancelable policy of project insurance for a duration of three years after completion of the Project. If Owner requires Architect to obtain project insurance, that insurance shall begin when construction begins, at which time Architect shall provide Owner with evidence of its existence. The cost of project insurance shall be borne by Owner.

### **ARTICLE 13. RECORDS.**

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to extra and special services on the Project that are compensable by other than a flat rate. Architect shall maintain all records of accounts between Owner and Architect on a generally recognized accounting basis. Those records shall be available to Owner or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.

### **ARTICLE 14. STANDARDIZED MANUFACTURED ITEMS.**

Architect shall cooperate and consult with Owner in use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to Owner's criteria to the extent the criteria do not interfere with project design or legal bid requirements.

### **ARTICLE 15. LIMITATION OF AGREEMENT.**

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the Design Development Documents are approved, unless this Agreement is amended by the parties to include additional work as part of the Project. Any subsequent construction by Owner at the site of the Project, or at any other site, will be covered by and the subject of a separate agreement for architectural services between Owner and the architect chosen by Owner.

### **ARTICLE 16. MEDIATION.**

If the parties mutually agree, disputes arising from this Agreement may be submitted to mediation. The parties shall select a disinterested third-person mediator, mutually agreed to by the parties, within a reasonable period of time. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect to mediate but fail to select a mediator within a 15-day period, any party may petition the Superior Court of the county in which Owner's administrative offices are located to appoint the mediator.

## **ARTICLE 17. COMPLIANCE WITH THE LAW.**

Architect shall use reasonable professional judgment and care to comply with and meet applicable requirements of federal, state, regional, or local law, including but not limited to the California Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

## **ARTICLE 18. INDEPENDENT CONTRACTOR.**

For all purposes arising out of this Agreement, Architect is an independent contractor and neither Architect nor its subcontractors, consultants, or employees shall be deemed employees of Owner for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which Owner's employees are entitled, including but not limited to overtime, vacation, insurance and retirement benefits, workers' compensation benefits, injury or sick leave, or other benefits.

## **ARTICLE 19. SUCCESSORS IN INTEREST AND ASSIGNS.**

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided however that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without prior written consent of Owner's governing board or other governing body. Any attempted assignment without such consent shall be invalid.

## **ARTICLE 20. ASBESTOS CERTIFICATION.**

Pursuant to 40 Code of Federal Regulations, Section 763.99(a)(7), Architect shall certify to its best information that no asbestos-containing material was specified as a building material in any construction document for the Project and will reasonably endeavor to compel contractors to provide Owner with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). This certification shall be part of the final project submittal. Architect shall include statements in specifications that materials containing asbestos are not to be included.

## **ARTICLE 21. RESERVED.**

## **ARTICLE 22. NO RIGHTS IN THIRD PARTIES.**

This Agreement shall not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

## **ARTICLE 23. MISCELLANEOUS.**

The following terms and conditions shall be applied to this Agreement:

### **23.1 Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the state of California.

### **23.2 Entire Agreement.**

This Agreement, including any exhibits to which it refers, supersedes any and all other prior or contemporaneous oral or written agreements between the parties. Each party acknowledges

that no representation, inducement, promise, or agreement has been made by any person which is not incorporated herein and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing and signed by all parties to this Agreement.

**23.3 Severability.**

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**23.4 Non-Waiver.**

None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specified in writing.

**23.5 Supplemental Conditions.**

Any supplemental conditions shall be attached to this Agreement and incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be duly executed this 26th day of February, 2020 .

**ARCHITECT**

Name:

By: David Thom

Title: President, IBI Group

Name:

By: Craig Atkinson

Title: Director, IBI Group  
Sr. Principal, Architecture

Name:

By: Maurice M Macaré  
C-13998

Title: Project Architect

**OWNER**

Name:

By: Pamela P. Smith

Title: Assistant Superintendent  
Of Business Services

## EXHIBIT A

### FEE ALLOCATION/PHASE BILLING RATES

**FEES:** Fees for services may be computed on the basis of a percentage of construction cost using OPSC or other standard fee schedules, or as a fixed fee or stipulated sum, or on an hourly basis, all as the parties may have agreed. Such fees shall be entered below.

Fees: Attached

Applicable hourly rates for services under this Agreement are:

1. See attached rate sheet.

**PROGRESS PAYMENTS:** Where compensation is based on a percentage of construction cost or stipulated sum, progress payments for Architect's services in each phase shall not exceed the following percentages of the total compensation payable:

Initial Planning:	Two and ½ Percent	(2.5%)
Schematic Design:	Seven and ½ Percent	(7.5%)
Design Development:	Twenty Percent	(20%)
Construction Documents:	Thirty-Two and ½ Percent	(32.5%)
Agency Review/Approval:		
Increment 1 & 3:	Three Percent	(3%)
Increment 2:	Two Percent	(2%)
Bidding:		
Increment 1 & 3:	Three Percent	(3%)
Increment 2:	Two Percent	(2%)
Construction Phase:	Twenty-Five Percent	(25%)
Close Out:	Two and ½ Percent	(2.5%)
<b>Total Compensation:</b>	<b>One Hundred Percent</b>	<b>(100%)</b>

**SERVICES MATRIX FOR CONSTRUCTION PROJECTS  
UTILIZING MULTI-PRIME CONSTRUCTION MANAGEMENT  
PROJECT DELIVERY METHOD**

<b>LEGEND:</b>
<b>P = Primary Responsibility</b>
<b>S = Secondary Responsibility</b>

TASK	RESPONSIBLE PARTY			
	Owner	Architect	CM	Inspector
<b>Design Phase:</b>				
Develop Master Project Schedule	S	S	P	
Prepare Detailed Construction Schedule			P	
Develop Master Project Budget	S	S	P	
Prepare Detailed Cost Estimate		S	P	
Develop Cost Management Procedures			P	
Conduct Cost Adjustment Sessions	S	S	P	
Review "Boiler Plate" Specifications	P	S	S	
Make Recommendations for Alternate Bids		P (Design)	P (Budget)	
Quality Evaluation of Design Documents		P	S	
Interdisciplinary Plan Coordination		P	S	
Constructability Review		S	P	
Value Engineering Review		S	P	
Develop Project Communications Plan		S	P	
Assignment of Contractor Responsibilities (Facilities, Safety, etc.)			P	
Determine Appropriate Project Phasing	S		P	
Determine Extent of Separate Prime Contracts			P	
Develop Contractor Bid Scope Packages			P	
Prepare Cash Flow Projections			P	
Process OPSC Documents	P	P		
Process DSA Documents		P		
Process CDE Documents	P	S		
Select & Retain Professional Construction Consultants (Testing)	P	S	S	
Prepare Agreements for Professional Services (Testing)	P			
Establish Temporary Facilities/Jobsite Logistics Plan	S		P	
Prepare Team Organizational Chart	P		S	
<b>Bidding Phase:</b>	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Develop Bidding Procedures		S	P	
Develop Bidders Interest			P	
Determine Appropriate Licensing Requirements	P		S	
Prepare/Place Bid Advertisements & Legal Notices	P	S	S	
Establish & Maintain Bid Document Control	P			
Write Bid Packages		S	P	



Prepare Bid Forms	S	S	P	
Distribute Bid Documents	P		S	
Conduct Pre-Bid Meetings		S	P	
Receive Bidders' Questions			P	
Answer Questions & Prepare Addenda		P	S	
Review Addenda		S	P	
Distribute Addenda	P			
Conduct Bid Opening	P	S	S	
Prepare Bid Summaries	P		S	
Perform Bid Evaluations (Legal)	P		S	
Perform Bid Evaluations (Costs)	S		P	
Verify That All Project Components are Covered			P	
Recommend Award of Contracts	P	S	P	
Draft & Issue Contracts	P		S	
Issue Contract Documents to Contractors	P			
Coordinate Receipt of Contracts, Bonds & Insurance	P			
Obtain Contract Signatures	P			
Issue Notices to Proceed	P			
Prepare Cost to Estimate Comparison			P	
Coordinate Rebidding Activities (If Required)	S		P	
<b>Rebid:</b>				
	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Coordinate Rebidding Activities (If Required)	S		P	
Propose Bid Changes	S	S	P	
Revise Contract Documents for Rebidding		P	P	
<b>Construction Phase:</b>				
	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Conduct Preconstruction Meeting	S	S	P	
Coordinate Installation of Temporary Facilities	S		P	
Coordinate/Supervise Prime Contractor's Activities			P	
Obtain OPSC Approvals	P	S		
Obtain DSA Approvals	S	P		
Obtain CDE Approvals	P	P		
Obtain Off-Site Permits/Approval (Consultants)		P	P	
Apply/Pay for Utility Connections	S		P	
Coordinate Utility Work with Contractor's Work			P	
Coordinate Construction Inspections (DSA)		P	S	S
Coordinate Construction Inspections (Health)			P	S
Coordinate Construction Inspections (SFM)		S	P	S
Coordinate Professional Consultant's Activities (Testing, Survey)			P	S
Prepare Agreements for Professional Services (Surveyor, etc.)			P	
Prepare Agreements for Professional Services (Testing, Inspector)	P			
Apply for Utility Connections	P		S	
Coordinate Utilities with Other Trades			P	
Utility Fees	P		S	
Implement, Update & Distribute Construction Schedules			P	

Monitor Implementation of Contractor's Safety Programs			P	
Receive & Process Contractor's Submittals/Shop Drawings	S	S	P	
Review & Approve Contractor's Submittals/Shop Drawings	S	P	S	
Prepare Keying Schedule	P	S		
Process Keying Schedule			P	
Evaluate Substitution Requests	S	P	S	
Approve Substitution Requests	S	P	S	
Receive & Process RFI's	S	S	P	
Review & Answer RFI's		P	S	
Review & Approve Contractor's Schedule of Values	S	S	P	
Prepare Master Project Schedule of Values	S		P	
Maintain Contractor Payment Records/Releases/Stop Notices	P		S	
Receive, Review & Process Progress Payment Requests			P	S
Approve Progress Payment Requests	P	S	S	S
Receive & Maintain Certified Payroll Records			P	
Maintain Logs & On-Site Document Files	S		P	
Conduct Weekly Job Progress Meetings with Contractors			P	S
Conduct Regular Project Team Meetings	S	S	P	S
Prepare & Distribute Meeting Minutes		S	P	
Coordinate Communications Between Project Team Members		S	P	
Resolve Technical Construction Issues		S	P	S
Observe Compliance with Approved Plans & Specifications		S	S	P
Enforce Compliance with Approved Plans & Specifications	S	P	S	S
Observe Quality of Construction Installations	S	S	P	S
Report & Log Construction Defects or Deficiencies	S		S	P
Review Contractor Recommendations for Corrective Action	S	S	S	P
Observe Deficiency Corrections	S	S	S	P
Verify Progressive Completion of As-Built Drawings	S	S	S	P
Receive, Review & Process Change Requests	S	S	P	
Evaluate Requests for Cost & Time Extensions	S	S	P	
Negotiate Cost & Time Extensions	P	S	P	
Prepare Price Requests		P	S	
Prepare & Process Change Orders		S	P	
Maintain Change Order Reports		S	P	
Obtain DSA Approval on Change Orders	S	P		
Prepare/Maintain Cost Variance Reports			P	
Prepare Daily Construction Progress Reports			P	S
Take Progress Photographs	P		P	S
Provide Initial Evaluation of Claims/Recommend Action		S	P	
Prepare Monthly Project Schedule/Costs Reports			P	
Monitor Submission of Contractors Quarterly/Final Verified Reports		P	S	S
Receive & Process Contractor's Closeout Submittals			P	
Review & Approve Contractor's Closeout Submittals	S	P	S	
Coordinate Delivery of Extra Materials & Keys	S		P	
Observe Initial Start-Up & Testing of Equipment	S	S	P	S
Coordinate Training Sessions for Owner's Staff	S		P	

Monitor Delivery of Contractor's Final As-Built Drawings			P	
Prepare & Approve Final As-Built Drawings		P	S	
Prepare Initial Punch Lists With Contractors			P	S
Prepare Final Contractor's Punch Lists	S	P	S	
Verify Completion of Contractor's Punch Lists	P		P	S
Obtain Final Agency Approvals (SFM, Health, DSA, Local)		S	S	P
Complete DSA Closeout Documents		P	S	S
Complete OPSC Closeout Documents	P	S	S	
Prepare Notices of Completion	S		P	
Record Notices of Completion	P			
Process Stop Notices	P		S	
Coordinate Removal of Stop Notices	S		P	
Receive Contractor's Final Billings & Releases			P	
Advise on Final Contractor Withholdings & Payments	P	S	P	
Prepare Final Completion & Project Report			P	
6-Month Warranty Walkthrough	S	S	P	
11-Month/End of 1 Year Warranty Walkthrough	S	S	P	

**NATIONAL POLICY  
REQUIREMENTS**

**I. NATIONAL POLICY REQUIREMENTS**

**NP Article I. Nondiscrimination national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting nondiscrimination requirements.** By signing this agreement or accepting funds under this agreement, you assure that you will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
4. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

**Section B. Other nondiscrimination requirements. RESERVED.**

**NP Article II. Environmental national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting environmental requirements.** You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).
2. Immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on:
  - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA.

- b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.).
  - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
  - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.

**Section B. Other environmental requirements. RESERVED.**

**NP Article III. National policy requirements concerning live organisms. (OCTOBER 2015)**

**Section A. Cross-cutting requirements concerning live organisms. You must:**

- 1. **Human subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with DoD regulations at 32 CFR part 219 and DoD Instruction 3216.2.
- 2. **Animals.**
  - a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 and DoD Instruction 3216.1, which implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, testing, or training under this award. You may not begin any animal work under the award that the awarding DoD Component has not reviewed and approved, as specified in paragraph 2.d of Enclosure 3 to DoD Instruction 3216.1.

- b. Your animal care program must meet the standards set forth in the National Academy of Sciences publication “Guide for the Care and Use of Laboratory Animals” (eighth edition, 2011, which may be found currently at <http://www.nap.edu/catalog/12910/guide-for-the-care-and-use-of-laboratory-animals-eighth>).
- c. You must immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended (“the Act,” 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a) (2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

**Section B. Other requirements concerning live organisms. RESERVED.**

**NP Article IV. Other national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting requirements.**

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and subawards that are implemented in PROC Articles I through III and SUB Article II.
2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 32 CFR part 26, which is the DoD implementation of 41 U.S.C. Chapter 81, “Drug-Free Workplace.”
3. **Lobbying.**
  - a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
  - b. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
  - c. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to

you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.** You must comply with the following award term specified by the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

- a. Pursuant to Pub. L. 83-664 (46 USC 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 98.a of this section shall must be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, “Research Integrity and Misconduct.” The Instruction implements the Government wide research misconduct policy that the Office of Science and

Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000), available through the U.S. Government Printing Office web site:

<http://www.gpo.gov/fdscys/browse/collection.action?Code=FR>).

**10. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).**

- a. As a condition for receiving funds available to the DoD under this award, you agree that you are not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:
  - (1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps(ROTC)—in accordance with 10 U.S.C. 654 and other applicable Federal laws—at that institution (or any subelement of that institution);
  - (2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education.
  - (3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or
  - (4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.
  - (5) If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:
    - (a) Will cease all payments to you of DoD funds under this award and all other DoD grants and cooperative agreements; and
    - (b) May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

**11. Historic preservation. You must identify to us any:**

- a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16



U.S. C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

- b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

**12. Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**13. Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

**14. Pro-Children Act.**

You must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, Subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

- a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary or secondary education or library services to children under the age of 18.
- b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

**15. Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

**16. Trafficking in persons.** You must comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable.

**17. Whistleblower protections.** You must comply with 10 U.S.C. 2409, including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and

b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute

EXHIBIT C - RATE STRUCTURE



**OPSC Fee Calculation Relocatables**

<b>Client:</b> SSUSD	February 13, 2020
<b>Project:</b> Richmond ES	TBD

**Sitework Portion (including Demo of ex. Richmond):**

Fee Basis:	<b>\$ 23,650,000</b>		
9.0%	of the first \$500,000:	equals	\$45,000.00
8.5%	of the next \$500,000:	equals	\$42,500.00
8.0%	of the next \$1,000,000:	equals	\$80,000.00
7.0%	of the next \$4,000,000:	equals	\$280,000.00
6.0%	of the next \$4,000,000:	equals	\$240,000.00
5.0%	of the remaining:	equals	\$682,500.00

OPSC A/E Fee Sitework:	<b>\$1,370,000.00</b>
------------------------	-----------------------

**Relocatable Building Portion:**

Fee Basis:	<b>\$ 15,587,500</b>		
5.0%	of Building Cost only:	equals	\$779,375.00

OPSC A/E Fee Building:	<b>\$779,375.00</b>
------------------------	---------------------

OPSC A/E Fee Total:	<b>\$2,149,375.00</b>
---------------------	-----------------------

**Consultants (Above Basic Services)**

Consultant	Discipline	Fee
Protective Technologi	Blast Force UFC	\$30,250
Eastern Sierra	Survey	\$9,350
Eastern Sierra	Lease Record	\$9,350
Eastern Sierra	Utility Research	\$9,350
N&A	Civil-Off site	\$58,080
Cumming	Cost Est	\$92,326
<b>Total</b>		<b>\$208,706</b>

Grand Total A/E Fee Total:	<b>\$2,358,081.30</b>
----------------------------	-----------------------

Reimbursable allowance:	<b>\$ 125,000.00</b>
-------------------------	----------------------



**Project Information**

**Provide Information In colored cells**

<b>Date:</b>	February 13, 2020	
<b>Client Name:</b>	SSUSD	
<b>Project Name:</b>	Richmond ES	
<b>Job Number:</b>	TBD	
<b>New Construction Cost:</b>	\$0.00	Estimated CM Fee 7.5%
<b>Modernization Construction Cost:</b>		
<b>Relocatable Cost:</b>	\$14,500,000.00	
<b>Relocatable Cost w/ Est. CM Fee:</b>	\$15,587,500.00	\$1,087,500.00
<b>Relocatable Sitework:</b>	\$22,000,000.00	
<b>Relocatable Sitework w/ Est. CM Fee:</b>	\$23,650,000.00	\$1,650,000.00
<b>Total Construction Costs:</b>	\$36,500,000.00	
<b>Total Construction Costs w/ Est. CM Fee:</b>	\$39,237,500.00	\$2,737,500.00

**2020 Standard Hourly Rate Schedule**  
**Basis For Compensation Architectural Services:**

Senior/Consulting Principal.....	\$255/Hr.
Principal Architect .....	\$190/Hr.
Associates/Project Director .....	\$175/Hr.
Senior Project Architect.....	\$185/Hr.
Project Architect.....	\$160/Hr.
Project Manager.....	\$130/Hr.
Technical I .....	\$115/Hr.
Technical II .....	\$90/Hr.
Technical III.....	\$80/Hr.
Technical IV .....	\$75/Hr.
Construction Administrator I .....	\$160/Hr.
Construction Administrator II .....	\$125/Hr.
Administrative I.....	\$95/Hr.
Administrative II .....	\$77/Hr.
Administrative III .....	\$50/Hr.
Expert Witness Services .....	\$350/Hr.
Architect's Consultants.....	1 x Cost to Architect
Reimbursable Expenses.....	1 x Cost to Architect

Hourly Rates are in effect until December 31, 2020

**FBA RATE SCHEDULE – 2019/2020**

Principal / Project Director .....	\$ 210.00/hour
V.P. / Senior Associate .....	\$ 160.00/hour
Associate / Project Manager.....	\$ 160.00/hour
Construction Support.....	\$ 135.00/hour
Electrical Designer.....	\$ 110.00/hour
CAD / BIM Designer .....	\$ 90.00/hour
Technical Typist.....	\$ 50.00/hour



3916 Normal Street, San Diego, CA  
92103 619.294.4477  
[www.ktua.com](http://www.ktua.com)  
PLA 2342 | 2386 | 2500 | 3734

<b>Job Category</b>	<b>2020 Standard Rates*</b>
Principal II	\$185.00
Principal I	\$175.00
Sr Associate II	\$165.00
Sr Associate I	\$155.00
Associate II	\$135.00
Associate I	\$125.00
Sr Designer/Planner II**	\$120.00
Sr Designer/Planner I	\$115.00
Designer/Planner	\$105.00
Clerical	\$80.00

**DMH HOURLY RATE SCHEDULE**

<u><b>TITLE</b></u>	<u><b>2020-2021</b></u>
<b>Principal Consultant</b>	<b>\$195.00</b>
<b>Senior Designer</b>	<b>\$135.00</b>
<b>Cost Estimator</b>	<b>\$85.00</b>
<b>CAD/ Revit Drafter</b>	<b>\$75.00</b>
<b>Specification Writer</b>	<b>\$65.00</b>
<b>Clerical</b>	<b>\$55.00</b>



2. CONSTRUCTION ADMINISTRATION

2.3 Approval of Contract with Colombo Construction for Construction Management Services for a New Richmond Elementary School

---

BACKGROUND INFORMATION: In February 2019, the district was invited by the Department of Defense (DoD) Office of Economic Adjustment (OEA) to submit a proposal for grant funding for modernization or replacement of Richmond Elementary School. This proposal must include a preliminary cost estimate and construction schedule. Therefore, it is necessary to bring a construction management firm on board to assist with grant proposal development.

CURRENT CONSIDERATIONS: A Request for Proposal was issued for construction management services for the planning and construction of a new Richmond Elementary School. The district received 6 proposals for the project. The proposals were reviewed and scored, and the 3 firms with the highest scores were invited to participate in interviews with the district selection committee. Colombo Construction Co., Inc. has been selected as the firm that best meets the requirements of the district for this project.

FINANCIAL IMPLICATIONS: The fees for these services are as follows:

Pre-Construction	\$105,000.00
Bidding/Construction/Post-Construction	3% of Cost of Construction (less \$105,000)
Direct Personnel Expense	\$46,193.00/Month
General Conditional	as incurred
Intermittent Reimbursable	as incurred

DoD OEA has agreed to allow the district to charge this work to the DoD grant. Therefore, 80% of the cost will be funded by the grant, and 20% will come from Fund 40 – Capital Outlay as district match.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve a contract with Colombo Construction Co., Inc. for construction management services for the planning and construction of a new Richmond Elementary School.

**CONSTRUCTION MANAGEMENT CONTRACT**

THIS CONSTRUCTION MANAGEMENT CONTRACT ("CONTRACT") is made by and between the **SIERRA SANDS UNIFIED SCHOOL DISTRICT** (Owner), and **COLOMBO CONSTRUCTION CO., INC.** (Construction Manager).

A. Pursuant to the authority contained in Education Code sections 35160, 35160.1 and 17070.98, Owner wishes to employ, as an independent contractor, Construction Manager to assist in the development and construction of the following project ("Project"): [describe project]

1. Planning and construction of a new Richmond Elementary School of approximately 53,000 Square Feet. The new construction will be designed and constructed according to the current Department of Defense (DoD) Minimum Antiterrorism Standards for Buildings. Demolition of the existing Richmond facility located on the Naval Air Weapons Station, China Lake, CA.

B. In consideration of the payment made by Owner, Construction Manager shall perform the duties and responsibilities indicated in this contract and generally provide business administration and management services to ensure the timely and satisfactory completion of the Project.

C. Therefore, Owner and Construction Manager agree to the attached General Conditions, the attached, Exhibit A – DoD National Policy Requirements, Appendix A— Architect—CM Matrix, Appendix B—Project Management Fee, Appendix C— Reimbursable Cost Allowances, and Appendix D— Additional Services, Rate Schedule, all of which are incorporated by reference into this Contract

D. Licensing Requirement: Pursuant to Government Code Sections 4524 et seq., Construction Manager possesses an appropriate contractor's license issued by the State of California, is registered with the Division of Industrial Relations to perform public works and otherwise competent and qualified to perform the duties required by this contract.

E. Jurisdiction/Venue: This contract shall be governed by the laws of the State of California and venue shall be in Kern County, California. This Contract is executed the day and year below.

OWNER

CONSTRUCTION MANAGER

\_\_\_\_\_  
By: Pamela P. Smith,

  
\_\_\_\_\_  
By: T. Reid,

Title: *Assistant Superintendent of Business*

Title: CEO

Date:

Date: February 10, 2020

# GENERAL CONDITIONS

## ARTICLE I CONSTRUCTION MANAGER'S SERVICES & RESPONSIBILITIES

Construction Manager agrees to further the interest of Owner by furnishing the Construction Manager's skill and judgment in cooperation with the services of Owner's Engineering Consultants. Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interest of Owner.

**BASIC SERVICES:** Construction Manager's Basic Services consist of the two parts described below and will be applicable to the construction of the Project. Further information is contained in the Architect—CM Matrix, attached as Appendix A.

### **1.1 Part 1—Preconstruction Phase.**

- 1.1.1 Provide preliminary evaluation of the scope, design, and budget, as each relates to the other. Review schematic budgets, assist Owner in maintaining mutually agreed upon scope, Project budget, and other design parameters. Provide cost evaluations of alternate materials and systems, if required.
- 1.1.2 Review current designs and through their development provide evaluations of the scope, design, budget, and schedule. Advise on selection of materials, building systems, equipment, and methods of Project bidding and delivery. Provide recommendations on alternative designs or materials, preliminary budget savings and possible economics, if required.
- 1.1.3 Assign responsibilities for safety precautions; provide temporary Project facilities and equipment, materials, and services for common use of contractors; verify that the requirements and assignment of responsibilities are included in the proposed Prime Contracts for the Project.
- 1.1.4 Review the drawings and specifications to ensure that (1) the work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Prime Contractor, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for sequenced construction.
- 1.1.5 With input from Owner and Architect, develop a Project Construction Schedule providing for all major elements such as phasing of construction and the times of commencement and completion required of each Prime Contractor.

- 1.1.6 Ensure that the letting of all Prime Contracts complies with applicable laws, rules and regulations relating to competitive bidding.
- 1.1.7 Coordinate contract documents by consulting with Owner and Owner's Consultants regarding drawings and specifications as they are being prepared and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.
- 1.1.8 Ensure the following Bond requirements are included in all proposed Prime Contracts for all contracts \$25,000.00 or greater:
  - a. Performance Bond at 100% of the Contract amount.
  - b. Payment Bond at 100% of the Contract amount.
  - c. Bid Bonds at 10% of the bid amount, if required.
- 1.1.9 Construction Manager shall endeavor to develop bidders' interest in the project, and shall establish bidding schedules; develop and issue bidding documents to bidders; assist with conducting pre-bid conferences as may be required to familiarize bidders with the bidding documents, management techniques and any special systems, materials or methods; and assist Owner's Consultants with the receipt of questions from bidders, and the issuance of addenda.
- 1.1.10 Construction Manager shall not be a bidder nor participate with others in individual contracts within the project. Miscellaneous items not easily attributable to specific bid packages will be done by Construction Manager, with Owner's prior authorization, on a cost plus reimbursable basis per Article 1, paragraph 1.1.14. These items will be within the allowable reimbursable limits.
- 1.1.11 With Owner's assistance, Construction Manager shall receive bids, prepare bid summaries and make recommendations to Owner for the award of contracts or rejection of bids.
- 1.1.12 Conduct pre-award conferences with successful bidders and, with the assistance of the Architect, prepare and issue Prime Contracts to all bidders awarded contracts.
- 1.1.13 Solicit bids and arrange for Owner to purchase various materials, products or supplies which will be incorporated into the work under the construction phase of the Project.
- 1.1.14 Provide general conditions requirements of the contract. Construction Manager may use his own forces to complete or correct work of contractors who fail to perform their portion of the work satisfactory or in a timely manner pursuant to established schedule. Construction Manager shall also provide services to in-

fill any gaps in the work that for any reason are not included in the contracts for construction.

## **1.2 Part 2—Construction Phase.**

The construction phase will commence with the award of the initial Prime Contracts and, together with Construction Manager's obligation to provide basic services under this Contract, will end one year after acceptance by Owner as indicated by the recording of the Notices of Completion of all Prime Contractors.

- 1.2.1 Construction Manager, in cooperation with Owner's Consultants, shall provide administration of the Prime Contracts as set forth below, and perform such other duties and responsibilities specified for the Construction Manager in the Prime Contracts.
- 1.2.2 Provide administrative, management and related services as required to coordinate work of the Prime Contractors with each other and with the activities and responsibilities of Construction Manager, Owner, and Owner's consultants to complete the Project in accordance with Owner's objectives for costs, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Contract.
  - 1.2.2.1 Schedule and conduct pre-construction, construction and progress meetings as necessary to discuss such matters as procedures, program problems and scheduling. Prepare and promptly distribute minutes.
  - 1.2.2.2 Consistent with the Project construction, update the Project Construction Schedule incorporating the activities of Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data, and samples, and the delivery of products requiring long lead time procurement. Include Owner's occupancy requirements showing portions of the project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience, if requested.
  - 1.2.2.3 Endeavor to achieve satisfactory performance from each of the Prime Contractors. Recommend courses of action to Owner when requirements of a contract are not being fulfilled, and when a non-performing party does not take satisfactory corrective action.
- 1.2.3 Revise and refine the approved estimate of construction cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed, if requested.

- 1.2.3.1 Provide regular monitoring of the approved estimate of construction cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise Owner whenever project costs exceed budgets or estimates.
- 1.2.3.2 Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs for labor and materials, or other work requiring accounting records.
- 1.2.3.3 Recommend necessary or desirable changes to Owner, review requests for changes, assist in negotiating Prime Contractor's proposals, submit recommendations to Owner, and if they are accepted, prepare and sign change orders for review by the Architect, who shall submit such change orders for Owner's signature and Owner's authorization.
- 1.2.3.4 Develop and implement procedures for the review and processing of applications by Prime Contractors for progress and final payments. Make recommendations to Owner for payment.
- 1.2.4 Advise each of the Prime Contractors that they must have an O.S.H.A. Health and Safety Program in effect as required by statutes and the Prime Contracts.
- 1.2.5 Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Prime Contractors. Assist in obtaining approvals from authorities having jurisdiction over the Project.
- 1.2.6 Coordinate the work of surveyors, special consultants and testing laboratories.
- 1.2.7 Determine that the work of each Prime Contractor is being performed in accordance with the requirements of the Prime Contracts. Endeavor to guard Owner against defects and deficiencies in the work. Make recommendations to Owner regarding special inspection or testing of work not in accordance with the provisions of the Prime Contracts whether or not such work be then fabricated, installed or completed. Inform Owner of work that Construction Manager believes does not conform to the requirements of the Prime Contracts and should be rejected. Subject to review by Owner's Consultants, reject work which does not conform to the requirements of the Prime Contracts.
- 1.2.8 Consult with Owner's Consultants if any Prime Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions which may arise.
- 1.2.9 Receive certificates of insurance from the Prime Contractors and evidence of property insurance certificates from supplier/vendor and forward them to Owner.

- 1.2.10 Receive from the Prime Contractors and review all shop drawings, product data, samples, and other submittals. Coordinate them with information contained in related documents and transmit to Owner's Consultants for review. In collaboration with Owner's Consultants, establish and implement procedures for expediting the processing review of shop drawings, product data, samples and other submittals.
- 1.2.11 Record the progress of the work. Submit written progress reports to Owner, including information on each Prime Contractor and each Prime Contractor's work, as well as the entire Project, showing percentages of completion and the number and amounts of change orders. Keep a daily log containing a record of weather, Prime Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as Owner may require. Provide monthly log updates to Owner.
  - 1.2.11.1 Maintain on a current basis: A record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals; purchases of materials and equipment; applicable handbooks, maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Prime Contracts. Maintain records in duplicate of principal building components affected by the work of this Project. Provide Owner and Architect copies of all records. At the completion of the Project, deliver all such records to Owner.
- 1.2.12 Arrange for delivery and storage, protection, and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate Prime Contractor who is responsible for the installation of such materials, systems, and equipment.
- 1.2.13 Record Drawings: In preparation for completion of the work, review completed mark-up of record drawings. When the marked-up record drawings have been accepted, Construction Manager shall transfer record drawing information to reproducible media and submit reproducible media to Owner.
- 1.2.14 With Owner's Consultants and Owner's maintenance personnel observe the Prime Contractor's check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.
- 1.2.15 When Construction Manager considers each Prime Contractor's work or a designated portion thereof substantially complete, Construction Manager shall prepare a list of incomplete or unsatisfactory items, a schedule for their

completion, and shall coordinate the corrections and completion of the work. Construction Manager shall assist Owner in conducting the inspection.

- 1.2.16 Assist Owner in determining when the Project or a designated portion of it is substantially complete. Prepare for Owner a summary of the status of the work of each contractor, listing changes in the previously issued list of incomplete or unsatisfactory items, and recommending the times within which Prime Contractors shall complete uncompleted and uncorrected items.
- 1.2.17 Following any determination of substantial completion of the Project or designated portion, evaluate the completion of the work of the Prime Contractors and make recommendations to Owner when the work is ready for final inspection. Assist Owner in conducting final inspections. Secure and transmit to Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings, and maintenance stocks to the Owner.
- 1.2.18 Construction Manager shall review reports issued as part of any labor compliance program and advise Owner on any action required as a result of any perceived Labor Code violations.
- 1.2.19 The duties of Construction Manager also include those items indicated as either primary or secondary responsibility in any attached Services Matrix.
- 1.2.20 The extent of the duties, responsibilities and limitations of authority of Owner during construction shall not be modified or extended without the written consent of Owner and Construction Manager.

### **1.3 Additional Services.**

The following additional services shall be performed upon mutual agreement between Owner and Construction Manager as authorized in writing from Owner, and shall be paid for as provided in this Contract:

- 1.3.1 Services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by Owner.
- 1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.
- 1.3.3 Consultation on replacement of work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such work.
- 1.3.4 Services made necessary by the default of a Prime Contractor.



- 1.3.5 Recruiting and/or training maintenance personnel.
  - 1.3.6 Preparing to serve and/or serve as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.
  - 1.3.7 Inspections of, and services related to, the Project 60 days after the end of the construction phase.
  - 1.3.8 Surveillance of employees of Prime Contractors and their subcontractors on behalf of Owner to ensure the safety of pupils as provided in Education Code Section 45125.2(a)(3).
  - 1.3.9 Provide any other services not otherwise included in this Contract.
- 1.4 Time.**
- 1.4.1 Construction Manager shall perform basic and additional services as expeditiously as is consistent with reasonable skill and care and orderly progress of the project.
  - 1.4.2 Should the Project schedule be extended more than sixty (60) calendar days due to unforeseeable or unknown circumstances beyond Construction Manager's control, Construction Manager's performance contract may be extended and Construction Manager shall be compensated for this extension under the provisions of Paragraph 1.3., Additional Services, of this Contract.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

- 2.1 Provide full information regarding the requirements of the Project, which shall set forth Owner's objectives, constraints, and criteria.
- 2.2 Provide a budget for the Project, based on consultation with Construction Manager and Owner's Consultants, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of Owner.
- 2.3 Designate a representative authorized to act on Owner's behalf with respect to the Project. Owner, or such authorized representative, shall examine documents submitted by Construction Manager and shall render decisions pertaining to them promptly to avoid unreasonable delay in the progress of the work.
- 2.4 Retain Consultants whose services, duties, and responsibilities are described in the agreements between Owner and Owner's Consultants. The terms and conditions of the Owner-Consultant agreements will be furnished to Construction Manager.

Actions taken by Owner's Consultants on behalf of Owner shall not be considered the acts of Construction Manager and Construction Manager shall not be responsible for them.

- 2.5 Furnish and pay for structural, mechanical, chemical, and other laboratory tests, inspections, and reports as required by law or the Prime Contracts.
- 2.6 Obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Contract, including such auditing services as Owner may require to verify the Project applications for payment or to ascertain how or for what purposes the contractors have used the monies paid by or on behalf of Owner.
- 2.7 Furnish Construction Manager sufficient and a mutually agreed upon number of contract documents to properly cover the bidding/construction process at no cost to Construction Manager.
- 2.8 The services, information and reports required by Paragraphs 2.1 through 2.7, inclusive, shall be furnished at Owner's expense. Construction Manager may rely upon their accuracy and completion.
- 2.9 If Owner observes or otherwise becomes aware of any fault or default in the Project, or non-conformance with the Prime Contracts, prompt written notice shall be given by Owner to Construction Manager.
- 2.10 Owner reserves the right to perform work related to the Project with Owner's own forces, and to award contracts in connection with the Project which are not part of Construction Manager's responsibilities under this Contract. Construction Manager shall notify Owner if any such independent action will in any way compromise Construction Manager's responsibilities under this Contract.
- 2.11 Owner shall furnish required information and services and shall render approvals, and decisions as expeditiously as necessary for the orderly progress of Construction Manager's services and the work of the Prime Contractors.

### **ARTICLE 3 CONSTRUCTION COST**

- 3.1 "Construction Cost" shall be the total of the final Contract sums of all the separate prime contracts, excluding the compensation of Construction Manager and Owner's Consultants, and further excluding the cost of the land, existing improvements, rights-of-ways or other costs which are the responsibility of Owner.

- 3.2 Evaluations of Owner's Project budget and cost estimates prepared by Construction Manager represent Construction Manager's best judgment as a professional familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over the Prime Contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by Owner, or from any cost estimate or evaluation prepared by Construction Manager.

#### **ARTICLE 4 CONSTRUCTION SUPPORT CONDITIONS**

- 4.1 General Conditions of the Project are defined as those generic support conditions which must be in place to support all construction aspects of the project. These include, but are not limited to, such items as temporary utilities, electrical, sewage, chemical toilets, telephone, water supplies, etc.
- 4.2 The specific General Conditions as outlined in Appendix C are hereby incorporated into, and made a part of, this Contract. The costs for providing on-site(s) project superintendent, mileage cost, and lodging for superintendent are included in the reimbursable fee schedule set forth in attached Appendix C.

#### **ARTICLE 5 DIRECT PERSONNEL EXPENSE**

- 5.1 Direct Personnel Expense is defined as the direct salaries of all of Construction Manger's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contribution and benefits.

#### **ARTICLE 6 PAYMENTS TO THE CONSTRUCTION MANAGER**

- 6.1 Payments on Account of Basic Services.
- 6.1.1 The term "Reimbursable Costs" shall mean costs necessarily incurred in the proper performance of services and paid by Construction Manager. Such costs shall be at rates not higher than the standard paid in the locality of the project, except with prior consent of Owner. Reimbursable Costs, and costs not to be reimbursed, shall be as listed in Appendix C.

- 6.1.1.1 An initial payment as set forth in Article 13.3.1.1 is due on the initial submittal of the items required in Paragraph 1.1.11.
  - 6.1.1.2 Subsequent payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 13.3.1.2 and 13.3.1.3.
  - 6.1.1.3 When compensation is based on a percentage of the total of the Contract sums of all the separate contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Article 13.3.1 based on the lowest figures from bona fide bids or negotiated proposals.
- 6.2 Payments on Account of Additional Services.
- 6.2.1 Payments on account of Construction Manger's Additional Services, as defined in Article 1.3, shall be made monthly upon presentation of Construction Manager's itemized cost statement of services rendered or costs incurred.
- 6.3 Payments Withheld.
- 6.3.1 No deductions shall be made from Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Prime Contractors, or on account of the cost of changes in work other than those for which Construction Manager is held legally liable.
- 6.4 Project Suspension or Abandonment.
- 6.4.1 If the project is suspended or abandoned in whole or in part for more than three (3) months, Construction Manager shall be compensated for all services performed prior to receipt of written notice for Owner of such suspension or abandonment.

## **ARTICLE 7**

### **CONSTRUCTION MANAGER'S ACCOUNTING RECORDS**

- 7.1 Records of costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to Owner or Owner's authorized representative at mutually convenient times.

## **ARTICLE 8 TERMINATION OF CONTRACT**

- 8.1 Notwithstanding any provision of this section to the contrary, Owner may unilaterally terminate this contract, in it absolute discretion, by giving Construction Manager seven (7) days' written notice.
- 8.2 This Contract may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 8.3 This Contract may be terminated by Owner upon at least fourteen (14) days' written notice to Construction Manager in the event that the project is permanently abandoned.
- 8.4 In the event of termination not the fault of Construction Manager, Construction Manager shall be compensated for all services performed to the termination date.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

- 9.1 Miscellaneous Definitions.
  - 9.1.1 "Prime Contracts," as used in this Contract, refers to all those items comprising the contract documents within the various agreements between the Owner and the Prime Contractors on the Project.
  - 9.1.2 "Prime Contractor" and/or "Prime Contractors" refer to, as appropriate, one or all of the people or entities with whom Owner has an agreement for performance of construction services on the Project, excluding Construction Manager.
  - 9.1.3 "Owner's Consultants" refers to the Project Architect or Engineer and any of their sub-consultants.
- 9.2 As between the parties to this Contract, as to all acts or failures to act by either party to this Contract, any applicable statute of limitation shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date of substantial completion of the Project, and as to any acts or failures to act occurring after that, not later than the date of final payment.
- 9.3 Owner and Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction, and will each require appropriate similar waivers from their contractors, consultants and agents.

- 9.4 **Status of Construction Manager.** Nothing contained in this Contract shall be deemed to create any contractual relationship between Construction Manager and the Owner's Consultants or any of the contractors, subcontractors, or material suppliers on the Project; nor shall anything contained in this agreement be deemed to give any third party any claim or right of action against Owner or Construction Manager which does not otherwise exist without regard to this Contract. In addition, Construction Manager shall perform all services under this contract as an independent contractor and shall not be deemed an employee of the Owner for any purpose whatsoever.
- 9.5 **Pupil Safety.**
- 9.5.1 Construction Manager shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 and any directives from Owner with respect to fingerprinting of Construction Manager's employees and the safety of pupils. To this end, Construction Manager must complete and submit to Owner the certification form attached as Appendix E prior to commencing work on the Project.
- 9.5.2 Should Construction Manager feel its employees will have limited or less contact with Owner's pupils, application shall be made to Owner for a determination on that question. The determination by Owner shall be final.
- 9.5.3 Use of Education Code Section 45122.2(a)(1), (2), or (3) for compliance with these fingerprinting requirements is subject to prior Owner approval. The determination by Owner on the application of any of these sections shall be final.
- 9.5.4 In no event shall any employee of Construction Manager with Owner's pupils before the certification is completed and approved by Owner.
- 9.6 [Optional] In the event that any dispute arises, it is agreed that the prevailing party in said litigation shall be entitled to reasonable attorneys' fees and costs as a result thereof. *[Initial to indicate applicability]* \_\_\_\_\_

## **ARTICLE 10 SUCCESSORS & ASSIGNS**

- 10.1 Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Contract, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither Owner nor Construction Manager shall assign or transfer any interest in this Contract without the written consent of the other.

## **ARTICLE 11 EXTENT OF CONTRACT**

- 11.1 This Contract represents the entire and integrated agreement between Owner and Construction Manager, and supersedes all prior negotiations, representations or agreement, either written or oral. This Contract may be amended only by a written instrument signed by both Owner and Construction Manager.

## **ARTICLE 12 INSURANCE**

- 12.1 Owner will furnish building insurance (replacement cost).
- 12.2 Construction Manager shall purchase and maintain insurance for the following:
- 12.2.1 Protection from claims under workers' compensation acts;
- 12.2.2 Claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of Construction Manager's employees or of any person;
- 12.2.3 From claims for damages because of injury to or destruction of tangible property including resulting loss of use; and
- 12.2.4 From claims arising out of errors or omissions in the performance of this Contract or caused by negligent acts for which Construction Manager is legally liable.
- 12.2.5 Limits of liability shall not be less than the minimum required by law for Workers' Compensation, \$1 Million per occurrence for errors and omissions and Comprehensive General Liability, and \$1 Million per occurrence for Automobile Liability. All such insurance shall be on an occurrence basis and shall name Owner as additional insured. Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days.
- 12.2.6 Each insurance carrier shall have a Best Key Rating Guide of A-, V, or better, and be a California admitted insurer.

## **ARTICLE 13 BASIS OF COMPENSATION**

- 13.1 Owner shall compensate for the services of Construction Manager as follows:
- 13.2 Basic Services Compensation.

- 13.2.1 Compensation (the fee) for basic services as described in Paragraphs 1.1 and 1.2, shall be as set forth in attached Appendix B.
- 13.2.2 General Conditions, Reimbursable Costs, as described in Article 4 shall be reimbursed at cost as set forth in attached Appendix C.
- 13.3 Payment.
  - 13.3.1 For Basic Service:
    - 13.3.1.1 Construction Manager shall invoice an initial payment of 20% of the total fee for Basic Services due on submission and analysis of completed bids, and Construction Manager's estimates and schedules as required in Article 1, Part 1. If Prime Contractor bids are received in phases, Construction Manager may invoice 20% based on the total fee due on the aggregate value of the bid packages received.
    - 13.3.1.2 Construction Manager may invoice 70% of the total fee for Basic Services in equal monthly increments for the performance period of the Contract as established by the project construction schedule. If construction commences prior to receipt of all bids, Construction Manager may invoice 70% based on the aggregate value of the contracts awarded to date.
    - 13.3.1.3 Construction Manager shall invoice 10% of the total fee for Basic Services thirty-five (35) days after recordation of all Prime Contractors' notices of completion by Owner.
  - 13.3.2 Construction Manager shall invoice general conditions costs monthly as they occur.
- 13.4 Additional Services.
  - 13.4.1 For additional services of Construction Manager, as described in Paragraph 1.3, as Additional services, compensation shall be computed at times the Direct Personnel Expense as described in Article 5.
- 13.5 Accounts Payable.
  - 13.5.1 Billings are due upon submission. All amounts that are more than thirty (30) days past due will be subject to a finance charge according to legal prevailing rate.



13.6 **Material Change.**

- 13.6.1 Owner and Construction Manager agree that if the scope of the Project or Construction Manager's Services are changed materially, the amounts of compensation shall be equitably adjusted.

**APPENDIX A  
SERVICES MATRIX FOR CONSTRUCTION PROJECTS  
UTILIZING MULTI-PRIME CONSTRUCTION MANAGEMENT  
PROJECT DELIVERY METHOD**

<b>LEGEND:</b>
<b>P = Primary Responsibility</b>
<b>S = Secondary Responsibility</b>

TASK	RESPONSIBLE PARTY			
	Owner	Architect	CM	Inspector
<b>Design Phase:</b>				
Develop Master Project Schedule	S	S	P	
Prepare Detailed Construction Schedule			P	
Develop Master Project Budget	S	S	P	
Prepare Detailed Cost Estimate		S	P	
Develop Cost Management Procedures			P	
Conduct Cost Adjustment Sessions	S	S	P	
Review "Boiler Plate" Specifications	P	S	S	
Make Recommendations for Alternate Bids		P (Design)	P (Budget)	
Quality Evaluation of Design Documents		P	S	
Interdisciplinary Plan Coordination		P	S	
Constructability Review		S	P	
Value Engineering Review		S	P	
Develop Project Communications Plan		S	P	
Assignment of Contractor Responsibilities (Facilities, Safety, etc.)			P	
Determine Appropriate Project Phasing	S		P	
Determine Extent of Separate Prime Contracts			P	
Develop Contractor Bid Scope Packages			P	
Prepare Cash Flow Projections			P	
Process OPSC Documents	P	P		
Process DSA Documents		P		
Process CDE Documents	P	S		
Select and Retain Professional Construction Consultants (Testing)	P	S	S	
Prepare Agreements for Prof. Services (Testing)	P			
Establish Temporary Facilities/Jobsite Logistics Plan	S		P	
Prepare Team Organizational Chart	P		S	
<b>Bidding Phase:</b>	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Develop Bidding Procedures		S	P	
Develop Bidders Interest			P	
Determine Appropriate Licensing Requirements	P		S	
Prepare/Place Bid Advertisements & Legal Notices	P	S	S	

Establish and Maintain Bid Document Control	P			
Write Bid Packages		S	P	
Prepare Bid Forms	S	S	P	
Distribute Bid Documents	P		S	
Conduct Pre-Bid Meetings		S	P	
Receive Bidders Questions			P	
Answer Questions & Prepare Addenda		P	S	
Review Addenda		S	P	
Distribute Addenda	P			
Conduct Bid Opening	P	S	S	
Prepare Bid Summaries	P		S	
Perform Bid Evaluations (Legal)	P		S	
Perform Bid Evaluations (Costs)	S		P	
Verify if all Project Components are Covered			P	
Recommend Award of Contracts	P	S	P	
Draft and Issue Contracts	P		S	
Issue Contract Documents to Contractors	P			
Coordinate Receipt of Contracts, Bonds and Insurance	P			
Obtain Contract Signatures	P			
Issue Notices to Proceed	P			
Prepare Cost to Estimate Comparison			P	
Coordinate Re-bidding Activities (if required)	S		P	
<b>REBID</b>				
Coordinate Re-bidding Activities (if required)	S		P	
Propose Bid Changes	S	S	P	
Revise Contract Documents for Re-Bidding		P	P	
<b>Construction Phase:</b>	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Conduct Pre-Construction Meeting	S	S	P	
Coordinate Installation of Temporary Facilities	S		P	
Coordinate/Supervise Prime Contractor's Activities			P	
Obtaining OPSC Approvals	P	S		
Obtaining DSA Approvals	S	P		
Obtaining CDE Approvals	P	P		
Obtain Off-Site Permits/Approval (Consultants)		P	P	
Apply/Pay for Utility Connections	S		P	
Coordinate Utility Work with Contractor's Work			P	
Coordinate Construction Inspections (DSA)		P	S	S
Coordinate Construction Inspections (Health)			P	S
Coordinate Construction Inspections (SFM)		S	P	S
Coordinate Professional Consultant's Activities (Testing, Survey)			P	S
Prepare Agreements for Prof. Services (Surveyor, Etc.)			P	
Prepare Agreements for Prof. Services (Testing, Cont. Inspection)	P			
Make Application for Utility Connections	P		S	

Coordinate Utilities with Other Trades			P	
Utility Fees	P		S	
Implement, Update and Distribute Construction Schedules			P	
Monitor Implementation of Contractor's Safety Programs			P	
Receive & Process Contractor's Submittals/Shop Drawings	S	S	P	
Review & Approve Contractor's Submittals/Shop Drawings	S	P	S	
Prepare Keying Schedule	P	S		
Process Keying Schedule			P	
Evaluate Substitution Requests	S	P	S	
Approve Substitution Requests	S	P	S	
Receive & Process RFI's	S	S	P	
Review and Answer RFI's		P	S	
Review & Approve Contractor's Schedule of Values	S	S	P	
Prepare Master Project Schedule of Values	S		P	
Maintain Contractor Payment Records/Releases/Stop Notices	P		S	
Receive, Review & Process Progress Payment Requests			P	S
Approve Progress Payment Requests	P	S	S	S
Receive & Maintain Certified Payroll Records			P	
Maintain Logs and On-Site Document Files	S		P	
Conduct Weekly Job Progress Meetings With Contractors			P	S
Conduct Regular Project Team Meetings	S	S	P	S
Prepare & Distribute Meeting Minutes		S	P	
Monitor Implementation of Owner's Labor Compliance Programs			P	
Coordinate Communications Between Project Team Members		S	P	
Resolving Technical Construction Issues		S	P	S
Observe Quality of Construction Installations	S	S	S	P
Report & Log Construction Defects or Deficiencies	S		S	P
Review Contractor Recommendations for Corrective Action	S	S	S	P
Observe Deficiency Corrections	S	S	S	P
Verify Progressive Completion of As-Built Drawings	S	S	S	P
Receive, Review & Process Change Requests	S	S	P	
Evaluate Requests for Cost and Time Extensions	S	S	P	
Negotiate Cost and Time Extensions	P	S	P	
Prepare Price Requests		P	S	
Prepare and Process Change Orders		S	P	
Maintain Change Order Reports		S	P	
Obtain DSA Approval on Change Orders	S	P		
Prepare/Maintain Cost Variance Reports			P	
Prepare Daily Construction Progress Reports			P	S
Take Progress Photographs	P		P	S
Provide Initial Evaluation of Claims/Recommend Action		S	P	
Prepare Monthly Project Schedule/Costs Reports			P	

Monitor Submission of Contractors Quarterly/Final Verified Reports		P	S	S
Receive & Process Contractor's Closeout Submittals			P	
Review & Approve Contractor's Closeout Submittals	S	P	S	
Coordinate Delivery of Extra Materials and Keys	S		P	
Observe Initial Start-Up and Testing of Equipment	S	S	P	S
Coordinate Training Sessions for Owner's Staff	S		P	
Monitor Delivery of Contractor's Final As-Built Drawings			P	
Prepare & Approve Final As-Built Drawings		P	S	
Prepare Initial Punch Lists With Contractors			P	S
Prepare Final Contractor's Punch Lists	S	P	S	
Verify Completion of Contractor's Punch Lists	P		P	S
Obtain Final Agency Approvals (SFM, Health, DSA, Local)		S	S	P
Complete DSA Closeout Documents		P	S	S
Complete OPSC Closeout Documents	P	S	S	
Prepare and Record Notices of Completion	S		P	
Record Notices of Completion	P			
Process Stop Notices	P		S	
Coordinate Removal of Stop Notices	S		P	
Receive Contractor's Final Billings and Releases			P	
Advise on Final Contractor Withholdings and Payments	P	S	P	
Prepare Final Completion & Project Report			P	
6 Month Warranty Walkthrough	S	S	P	
11 Month/End of 1 Year Warranty Walkthrough	S	S	P	

**APPENDIX B  
PROJECT MANAGEMENT FEE**

Compensation for Basic Services as identified in Article 1 shall be on the basis of a percentage of the construction cost. For the purposes of determining the project management fee, Construction Cost is defined in Article 3.1.

Compensation shall be as follows:

PHASE	FEE
Pre-construction	\$105,000.00
Bidding/Construction/Post-construction	3% of Cost of Construction less \$105,000.00 (amount paid for Pre-Construction Services)
Direct Personnel Expense	\$\$\$46,193/Month
General Conditional Expenses	TBD Total
Intermittent Reimbursable Costs	Attached

Direct Personnel and General Conditions will be determined at the start of construction.

**APPENDIX C  
CONSTRUCTION MANAGEMENT CONTRACT**

**EXAMPLE OF REIMBURSABLE COST**

**NOTE:** Reimbursable general condition costs will be charged only on an as-needed-basis and any savings will accrue to the Owner.

**1. DIRECT PERSONNEL EXPENSE**

Billings will be at the rates identified below for actual hours worked. Rates include all payroll expenses, vehicle use and related fuel expenses.

- |  |   |
|--|---|
| 1. Field Project Manager including transportation, fuel, meals (each site) | \$22,533 /month                           |
| 2. Site support staff including transportation and fuel                    | Full Time FPM - 130/hr<br>\$23,660 /month |
|  | Full Time PE \$84/hr (\$14,560 Month)     |
|  | Full Time AA (\$52.50/hr (9,100/Month)    |

**2. GENERAL CONDITION EXPENSES**

Recurring Expenses. The following recurring expenses shall be billed at actual cost.

Description	Allowance Amount
Project office trailer rental	TBD
Telephone service and use—cellular and copper	TBD
Electrical service fees and use	TBD
Water service fees and use	TBD
Chemical toilet rental and servicing	TBD
Material storage container rental	TBD
Water truck rental	TBD
Housing B market value w/utilities	TBD
Snow removal	TBD
Subtotal—recurring expenses	TBD
<b>TOTAL</b>	**

\*\*General Conditions (Recurring & Intermittent Reimbursable Costs) generally run around \$15,000/mo (\$13,000 to \$17,000) for a new Elementary School

### 3. INTERMITTENT REIMBURSABLE COSTS

The following single intermittent expenses shall be billed at actual cost.

Description	Allowance Amount
Temporary barricades, railings and covers	TBD
Temporary power service and distribution	TBD
Temporary water lines and meters	TBD
Temporary fencing	TBD
Temporary project sign	TBD
Temporary lighting	TBD
Temporary site lighting	TBD
Temporary heating	TBD
Dust control	TBD
Minor equipment rental	TBD
Construction site clean up	TBD
Janitorial & final clean up	TBD
Project office equipment and supplies	TBD
Courier and express deliveries	TBD
Security guard/system by Owner	TBD
Construction staking (to be under a prime contract)	TBD
Reproducible record documents	TBD
Subtotal—Intermittent reimbursable costs	TBD
<b>TOTAL</b>	See Below

There are many ways to deliver general conditions, for the Murray and Burroughs Projects it was all contracted out. This may not be favorable for the District as you could be paying extra costs. Our goal is to work with staff to establish what will be needed and what the best strategy is for contracting these services.



**APPENDIX D  
CONSTRUCTION MANAGEMENT CONTRACT**

**ADDITIONAL SERVICES  
RATE SCHEDULE**

Costs for additional services requested by Owner will be compensated at the rates provided below.

1. Fees by Individual

A. Principal-In-Charge	\$170	/Hr.
B. Sr. Project Manager	\$140	/Hr.
C. Project Manager	\$130	/Hr.
D. Estimator	\$130	/Hr.
E. Supervision	\$130	/Hr.
F. Design Draftsman	\$84	/Hr.
G. Draftsman	\$84	/Hr.
H. Clerical	\$52.50	/Hr.
I. Expenses	Actual + 15%	/Hr.
J. Mileage	\$0.58	/Hr.
K. Rental Equipment Mark-up	Actual +15%	/Hr.

2. Manual and skilled labor will be paid at no more than area prevailing wage rate, plus fringe and burden, per statute. (Provide data during final negotiation.)
3. Rental equipment will be billed at cost plus prevailing rate operator per above rates. (Provide data during final negotiation.)

## APPENDIX E FINGERPRINTING CERTIFICATION

SIERRA SANDS UNIFIED SCHOOL DISTRICT (referred to as "Owner") Richmond Elementary  
School (Project Identification)

I. T. Reid, am an  
[type or print name]

- Owner of the company named below  
 Partner of the partnership named below  
 [check one]  President or CEO of the corporation named below  
 Principal of the joint venture named below  
 Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [For compliance with Education Code Section 45125.2(a)(1)]  
 That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
- [For compliance with Education Code Section 45125.2(a)(2)]  
 That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee \_\_\_\_\_ It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
- [check one  
or more]  [For compliance with Education Code Section 45125.2(a)(3)]  
 That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
- [For compliance with Education Code Section 45125.1(g).  
*Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]*  
 That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

\_\_\_\_\_ [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

**Colombo Construction Co., Inc.**  
\_\_\_\_\_ [name of contracting entity]

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

2-10-20  
DATE

T. Klein  
SIGNATURE



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Busby-Stone Insurance Services, LLC 9201 Camino Media Suite 250 Bakersfield, CA 93311	<b>CONTACT NAME:</b> Bonnie Shields	
	<b>PHONE (A/C, No, Ext):</b> (661) 412-9126	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> bshields@busbystone.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Company	42307
INSURER B : Allstate Insurance Company	19232
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Houston Casualty Company	42374
INSURER E :	
INSURER F :	


<b>INSURED</b> Colombo Construction Co., Inc. 3211 Rio Mirada Dr Bakersfield, CA 93308	INSURER A : Navigators Insurance Company	42307
	INSURER B : Allstate Insurance Company	19232
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Houston Casualty Company	42374
	INSURER E :	
	INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		LA19CGLZ01F9WIC	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPO/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		048939903 06	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6J312015-19-26-G	10/1/2019	10/1/2020	X PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			HCC 19 66744	5/20/2019	5/1/2020	Occurrence/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: New Richmond Elementary School  
 Sierra Sands Unified School District is named as additional insured for general liability per attached CG2010 0413 & auto liability per attached AACW20 1011.  
 30 day notice of cancellation applies.

<b>CERTIFICATE HOLDER</b> Sierra Sands Unified School District Attn: Pamela P. Smith, Assistant Superintendent of Business 113 Felspar St. Ridgecrest, CA 93555	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

**D. Physical Damage Coverage for Temporary Substitute and Leased Autos**

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II - LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

Includes copyrighted material of Insurance Services Office, Inc., with its permission

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.

e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;

(1) If there is similar insurance provided to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

**c. Personal Effects Coverage**

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

1. owned by you; and
2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

**5. Lease and Loan Gap Coverage**

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

**Under A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

Includes copyrighted material of Insurance Services Office, Inc., with its permission



Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

# EXHIBIT A - DoD National Policy Requirements

Page 1 of 7 U.S. Department of Defense, National Policy Requirements, Effective October 2015

## I. NATIONAL POLICY REQUIREMENTS

### NP Article I. Nondiscrimination national policy requirements. (OCTOBER 2015)

**Section A. Cross-cutting nondiscrimination requirements.** By signing this agreement or accepting funds under this agreement, you assure that you will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
4. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

**Section B. Other nondiscrimination requirements. RESERVED.**

### NP Article II. Environmental national policy requirements. (OCTOBER 2015)

**Section A. Cross-cutting environmental requirements.** You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).
2. Immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on:
  - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA.

**Exhibit C Page 2 of 7 U.S. Department of Defense, National Policy Requirements, Effective October 2015**

b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.).

d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).

3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.

**Section B. Other environmental requirements. RESERVED.**

**NP Article III. National policy requirements concerning live organisms. (OCTOBER 2015)**

**Section A. Cross-cutting requirements concerning live organisms. You must:**

1. **Human subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with DoD regulations at 32 CFR part 219 and DoD Instruction 3216.2.

2. **Animals.**

a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 and DoD Instruction 3216.1, which implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, testing, or training under this award. You may not begin any animal work under the award that the awarding DoD Component has not reviewed and approved, as specified in paragraph 2.d of Enclosure 3 to DoD Instruction 3216.1. Page 3 of 7 U.S. Department of Defense, National Policy Requirements, Effective October 2015

b. Your animal care program must meet the standards set forth in the National Academy of Sciences publication "Guide for the Care and Use of Laboratory Animals" (eighth edition, 2011, which may be found currently at <http://www.nap.edu/catalog/12910/guide-for-the-care-and-use-of-laboratory-animals-eighth>).

c. You must immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a) (2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

**Section B. Other requirements concerning live organisms. RESERVED.**

**NP Article IV. Other national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting requirements.**

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and subawards that are implemented in PROC Articles I through III and SUB Article II.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 32 CFR part 26, which is the DoD implementation of 41 U.S.C. Chapter 81, "Drug-Free Workplace."

3. **Lobbying.**

a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.

b. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

c. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to Page 4 of 7 U.S. Department of Defense, National Policy Requirements, Effective October 2015

you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.** You must comply with the following award term specified by the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

a. Pursuant to Pub. L. 83-664 (46 USC 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 98.a of this section shall must be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, "Research Integrity and Misconduct." The Instruction implements the Government wide research misconduct policy that the Office of Science and Page 5 of 7 U.S. Department of Defense, National Policy Requirements, Effective October 2015

Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000), available through the U.S. Government Printing Office web site: <http://www.gpo.gov/fdscys/browse/collection.action?Code=FR>.

**10. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).**

a. As a condition for receiving funds available to the DoD under this award, you agree that you are not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:

(1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (ROTC)—in accordance with 10 U.S.C. 654 and other applicable Federal laws—at that institution (or any subelement of that institution);

(2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education.

(3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or

(4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.

(5) If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:

(a) Will cease all payments to you of DoD funds under this award and all other DoD grants and cooperative agreements; and

(b) May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. Historic preservation. You must identify to us any:

a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 Page 6 of 7 U.S. Department of Defense, National Policy Requirements, Effective October 2015

U.S. C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

**12. Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**13. Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

**14. Pro-Children Act.**

You must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, Subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary or secondary education or library services to children under the age of 18.

b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

**15. Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

**16. Trafficking in persons.** You must comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable.

**17. Whistleblower protections.** You must comply with 10 U.S.C. 2409, including the:

a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and Page 7 of 7 U.S. Department of Defense, National Policy Requirements, Effective October 2015

b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute

3. GENERAL ADMINISTRATION

- 3.1 The board will meet with the superintendent in a workshop style session to discuss the results of a public opinion survey and securing funding for facilities needs through a bond measure.