

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education Special Meeting

January 6, 2011
District Office Conference Room
113 Felspar
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

5:15 P.M.

Amy Covert
Judy Dietrichson
Bill Farris
Tim Johnson, Vice President/Clerk
Tom Pearl, President
Kurt Rockwell
Michael Scott

Joanna Rummer, Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

2. CONSTRUCTION ADMINISTRATION

2.1 Adoption of Resolution # 12 1011 Adopting Plans and Specifications, Awarding a Construction Management Contract, Awarding Multiple Prime Contracts, and Assigning Multiple Prime Contracts to the Construction Manager for the Construction of a Career Technical Education Building on the Burroughs High School Site

3. CONSENT CALENDAR

3.1 Approval of Recommendation for Expulsion, Expulsion Case #6 1011

4. GENERAL ADMINISTRATION

4.1 Board of Education Self Evaluation

5. ADJOURNMENT

10. CONSTRUCTION ADMINISTRATION

10.1 Adoption of Resolution # 12-1011 Adopting Plans and Specifications, Awarding a Construction Management Contract, Awarding Multiple Prime Contracts, and Assigning Multiple Prime Contracts to the Construction Manager for the Construction of a Career Technical Education Building on the Burroughs High School Site. (Goal #3)

BACKGROUND INFORMATION: Recognizing the community's need for career technical education services, and the facilities in which these services could be provided, the District engaged the architectural firm of Westberg + White to prepare Plans and Specifications ("Plans and Specifications") for a Career Technical Education Building ("Project") on the Burroughs High School site ("Site"). Pursuant to the Board's approval and direction, the District has secured \$3,000,000 in State Facilities Program funds (Proposition 1D CTE Program grant), along with \$3,000,000 in a state loan. The Project was declared exempt from the California Environmental Quality Act.

The District holds a long-term lease to the real property on which Burroughs High School is located. The District has secured express approval of the Project from the Commander, Department of the Navy, Naval Facilities Engineering Command Southwest.

The District has evaluated various construction delivery methods and determined that the most advantageous, legally viable vehicle available is the construction management (at-risk) model. Under this model, a licensed contractor (or architect or engineer) manages the construction of the project, but does not perform any construction work itself. The construction work is broken up into separate "Trade Bid Packages," such as carpentry, electrical, etc., and each of these trade packages is competitively bid, the contracts being awarded to the lowest responsive and responsible bidder. Once the Trade Bid Packages have been bid, evaluated, and awarded, those contracts are assigned to the construction manager, who then holds the risks of dealing with each of those trade contractors, and is responsible to the District for ensuring that all of the work of construction is completed according to the Plans and Specifications for a Guaranteed Maximum Price. This allows the District to select a firm, in this case Barnhart-Balfour Beatty, Inc., that has a positive record with the District to be responsible for the construction. This delivery method avoids having to award a contract for a complex, expensive project to a potentially problematic general contractor that submits the lowest bid, while bidding out all of the actual construction work under the Trade Bid Packages, while securing the lowest possible price for construction work, ensuring legal compliance and minimizing risk to the extent possible.

The District secured preconstruction services from Barnhart-Balfour Beatty, Inc., including constructability review and value engineering services in relation to the Plans and Specifications prepared by Westberg + White. Upon completion of Barnhart-Balfour Beatty and Westberg + White's preparation of the Plans and Specifications, they were submitted to the Division of the State Architect ("DSA") under Application # 03-112192, File # 15-42. The Plans were resubmitted in December 2010 to secure DSA approval of revisions modifying the scope of work for Trade Bid Packages 1, 2, 3, 8, 10, 13, 14, 18 and 22 to reduce the cost of construction, keeping it within the District's budget. DSA has approved the Plans and Specifications for the Project.

The initial opening of bids on Trade Bid Packages occurred on September 21, 2010 (Trade Bid Packages #1-20 and 22) and September 27, 2010 (Trade Bid Package #21). In light of the bids received, Barnhart-Balfour Beatty provided follow-up value engineering review and recommendations which lead District staff and Westberg + White to identify changes to the scope of work for Trade Bid Packages 1, 2, 3, 8, 10, 13, 14, 18 and 22 to secure cost savings thereon and ensure the complete scope of work for the Project was provided for across all Trade Bid Packages. The revisions to the Plans and Specifications affecting Trade Bid Packages 1, 2, 3, 8, 10, 13, 14, 18 and 22 were approved by DSA. All bids received on September 21, 2010 for Trade Bid Packages 1, 2, 3, 8, 10, 13, 14 and 18 were formally rejected by the Board by oral motion on October 21, 2010. Trade Bid Packages 1, 2, 3, 8, 10, 13, 14, 18 and 22 were rebid, accordingly, bids for which were received by the District on December 16, 2010. All bids received on September 21, 2010 for Trade Bid Package 22 must be formally rejected by the Board in order to award to the appropriate bidder from among those bids received on December 16, 2010.

Other than for Trade Bid Package 2, bids allowing for a total cost of construction for the Project within the District's budget and otherwise acceptable to District staff, with the advice of Barnhart-Balfour Beatty and Westberg + White, have now been received for all Trade Bid Packages. Barnhart-Balfour Beatty provided follow-up value engineering review and recommendations which lead District staff and Westberg + White to identify a change to the length of warranty required for Trade Bid Package 2 to secure cost savings thereon and has provided an allowance within the Guaranteed Maximum Price Proposal within which Barnhart-Balfour Beatty will be obligated to ensure completion of the entire scope of work within Trade Bid Package 2, while rebidding this one Trade Bid Package to secure additional savings for the District.

CURRENT CONSIDERATION: At this point, the District staff and counsel have negotiated a contract with Barnhart-Balfour Beatty, Inc. to provide the construction management (at-risk) services. The trade packages have all been prepared and bid, and lowest responsive and responsible bidders have been identified, all with the professional assistance of Barnhart-Balfour Beatty, Inc. under their Preconstruction Services Agreement with the District. Now, the

District Superintendent and staff, with the approval of District legal counsel (Atkinson, Andelson, Loya, Ruud & Romo), present the following agreements to the Board for consideration and adoption:

- The Construction Management (At-Risk) Services Agreement negotiated with Barnhart-Balfour Beatty, Inc.
- The Trade Bid Packages and associated contracts for the lowest responsive and responsible bidders to which the Trade Bid Package contracts should be awarded
- The agreements assigning each of those Trade Bid Package contracts to Barnhart-Balfour Beatty, Inc.

Adoption of Resolution # 12-1011 will adopt the Plans and Specifications approved by DSA, adopt the Construction Management (At-Risk) Services Agreement negotiated with Barnhart-Balfour Beatty, Inc., including Barnhart's Guaranteed Maximum Price Proposal for complete construction of the Project as set forth below, and award the multiple prime trade contracts to the lowest responsive and responsible bidders, and assign those multiple prime trade contracts to Barnhart-Balfour Beatty, Inc. Once this is done, the District can issue the Notice to Proceed and construction of the new Career Technical Education Building at Burroughs High School will commence.

FINANCIAL IMPLICATIONS: Barnhart-Balfour Beatty, Inc. has proposed a Guaranteed Maximum Price of \$6,218,146, within which the Project must be constructed, which includes all multiple prime trade contract amounts, together with all fees, charges, and expenses to be incurred or charged by Barnhart to the District for the complete construction of the Project. Additional costs in the GMP plus soft costs of approximately \$800,000 will be covered through a combination of fundraising, one-time categorical funds and/ or Inyo-Kern Schools Financing Authority.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution # 12-1011, adopting the Plans and Specifications, adopting the Construction Management (At-Risk) Services Agreement negotiated with Barnhart-Balfour Beatty, Inc., awarding trade contracts to the lowest responsive and responsible bidders, and assigning those trade contracts to Barnhart-Balfour Beatty, Inc.

Resolution No. 12-1011

RESOLUTION OF THE BOARD OF EDUCATION OF SIERRA SANDS UNIFIED SCHOOL DISTRICT, ADOPTING PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION MANAGEMENT CONTRACT, AWARDING MULTIPLE PRIME CONTRACTS AND ASSIGNING MULTIPLE PRIME CONTRACTS TO THE CONSTRUCTION MANAGER FOR THE CONSTRUCTION OF A CAREER TECHNICAL EDUCATION BUILDING ON THE BURROUGHS HIGH SCHOOL SITE

WHEREAS, the Sierra Sands Unified School District ("District") desires to construct a Career Technical Education Building ("Project") on its Burroughs High School site ("Site");

WHEREAS, the District previously retained the firm of Westberg + White ("Architect") to prepare Plans and Specifications for the Project ("Plans and Specifications");

WHEREAS, by and through the previous adoption of Resolution No. 31-0910, the Board approved a contract for preconstruction services ("Precon Agreement") to be performed by Barnhart-Balfour Beatty, Inc. ("Barnhart"), including, without limitation, constructability review and value engineering services in relation to the Plans and Specifications;

WHEREAS, the Plans and Specifications have been approved by the Division of the State Architect ("DSA") under Application # 03-112192, File # 15-42, have been made available to the Board for review, and the Board desires to adopt the Plans and Specifications approved by DSA for the Project;

WHEREAS, by and through the previous adoption of Resolution No. 18 0910, the Board found the Project exempt from the California Environmental Quality Act and approved the filing and recordation of a Notice of Exemption, which Notice was duly filed and recorded, and the time for any challenge thereto has expired;

WHEREAS, the District holds a long-term lease to the real property underlying the Site, which real property is owned by the United States Navy, and the District has secured the express approval of the Commander of the Naval Air Weapons Station, China Lake, to construct the Project on the Site;

WHEREAS, the District has evaluated various K-12 public school district construction delivery methods available under California law, and the Board finds it in the best interests of the District to cause the Project to be constructed under the Construction Manager At-Risk delivery method;

WHEREAS, Barnhart is licensed by the California Department of Consumer Affairs Contractors State Licensing Board as a Class-A General Engineering Contractor and a Class-B General Building Contractor under License No. 439407, and has presented its qualifications to

provide professional construction management services on California public works, including the Project, to the District and Board;

WHEREAS, the Board previously directed the Superintendent and staff to negotiate with Barnhart and deliver to the Board a construction management (at-risk) services agreement ("CMAR Agreement"), pursuant to which Barnhart would provide comprehensive professional construction management services for the Project and accept assignment of all or multiple prime contracts for construction services awarded by the District for the Project;

WHEREAS, the Superintendent has delivered a proposed CMAR Agreement between the District and Barnhart (attached hereto as Exhibit "A"), the Board has considered the CMAR Agreement, and desires to adopt the CMAR Agreement for the Project;

WHEREAS, pursuant to the Precon Agreement, Barnhart provided the District with consultation on and administration of bidding strategies, trade bid package preparation and bidding services to solicit, receive, and review bids for multiple prime trade contracts for various packages comprising the entire scope of construction services for the Project (listed in Exhibit "B," hereto);

WHEREAS, District staff with Barnhart's assistance have identified the lowest responsive and responsible bidder for each of the multiple prime trade contracts (listed in Exhibit "B," hereto), identified one Trade Bid Package (No. 2) on which all bids should be rejected, and the Board desires to award the multiple prime contract for each Trade Bid Package except for Trade Bid Package No. 2, accordingly;

WHEREAS, each of the multiple prime contracts and the CMAR Agreement provide that the parties thereto have consented to the assignment of the multiple prime contracts to Barnhart, so that it may most effectively and efficiently provide its professional construction management services and accept the risk of each of the multiple prime contracts, the Board desires to assign to Barnhart each of the multiple prime contracts awarded pursuant to this Resolution;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Plans and Specifications. The Board hereby approves of and adopts the DSA-approved Plans and Specifications for the Project, and hereby delegates authority to the Superintendent, and her designee(s), to approve, in consultation with District staff and legal counsel, any and all revisions or modifications to the Plans and Specifications required by DSA or as may be deemed reasonably necessary and prudent by the Superintendent, subject to DSA approval and Board ratification.

Section 3. Approval of Guaranteed Maximum Price Proposal/Award of CMAR Agreement. The Governing Board of the Sierra Sands Unified School District has received Barnhart's Guaranteed Maximum Price Proposal, for the complete cost to construct the Project, including all multiple prime trade contracts, together with all fees, charges and expenses to be charged by Barnhart to the District to complete the Project, and Barnhart's Guaranteed Maximum Price is within the District's approved budget and available funding for the Project, and the Governing Board hereby awards the CMAR Agreement to Barnhart-Balfour Beatty, Inc., and hereby delegates authority to the Superintendent, and her designee(s), to approve, in consultation with District staff and legal counsel, any revisions as may be deemed reasonably necessary and prudent by the Superintendent, subject to Board ratification.

Section 4. Rejection of Certain Bids. The Governing Board of the Sierra Sands Unified School District hereby rejects all bids received on September 21, 2010 in relation to Trade Bid Package No. 22, without prejudice as to the bids received on December 16, 2010 in relation to Trade Bid Package No. 22, and rejects all bids in relation to Trade Bid Package No. 2.

Section 5. Award of Multiple Prime Contracts. The Governing Board of the Sierra Sands Unified School District hereby awards the multiple prime contracts to the lowest responsive bidder from among those bids on Trade Bid Package Nos. 4, 5, 6, 7, 9, 11, 12, 15, 16, 17, 19 and 20 received on September 21, 2010, on Trade Bid Package No. 21 received on September 27, 2010, and on Trade Bid Package Nos. 1, 3, 8, 10, 13, 14, 18 and 22 received on December 16, 2010, as listed in Exhibit "B," hereto, under the column headed "Recommendations."

Section 6. Assignment of Multiple Prime Contracts to Barnhart. The Governing Board of the Sierra Sands Unified School District, in accordance with the terms of the CMAR Agreement and each of the multiple prime contracts awarded hereunder, hereby assigns to Barnhart each of the contracts for the trade categories listed in Exhibit "B," as awarded by the District to the lowest responsive bidder on each, also as listed in Exhibit "B," hereto.

Section 7. Other Acts; Delegation. The Board hereby authorizes and delegates the Superintendent, her designee(s) and the District's counsel, to perform all acts necessary and prudent to carry out the letter and intent of this Resolution.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED as of January 6, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

The President of the Sierra Sands Unified School District Governing Board does hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on this date, which Resolution shall be kept on file in the office of the Board.

President of the Board of Education
Sierra Sands Unified School District

The Clerk of the Sierra Sands Unified School District Governing Board does hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Sierra Sands Unified School District on this date.

Clerk of the Board of Education
Sierra Sands Unified School District

CONSTRUCTION MANAGEMENT (AT-RISK) SERVICES AGREEMENT

This Construction Management Services Agreement ("Agreement") is made and entered into between the SIERRA SANDS UNIFIED SCHOOL DISTRICT (hereinafter "District") and BARNHART-BALFOUR BEATTY, INC. (hereinafter "Construction Manager") for construction management services to be performed in an "at-risk" capacity, while serving as an agent of District to facilitate cost effective and complete design, thorough packaging of complete scopes of work for each separate trade involved, and management of separate trade contracts awarded after public bidding, to ensure timely completion of all work for an agreed Guaranteed Maximum Price, for completion of the BURROUGHS HIGH SCHOOL ENGINEERING AND DESIGN CTE FACILITY PROJECT ("Project"), located at 500 E. French Avenue, Ridgecrest, California ("Property"), through the "Construction Manager At-Risk" construction project delivery method.

RECITALS

WHEREAS, the Property is owned by the United States Navy, which has granted to the District a leasehold thereon for a period of thirty-five (35) years where the District intends to build and operate the Project;

WHEREAS, District has retained Westberg + White ("Architect") to prepare Plans and Specifications for the Project, which have been approved by the Division of the State Architect ("DSA") under Application # 03-112192, File # 15-42, and have been adopted by the District's Governing Board ("Construction Documents");

WHEREAS, District and Construction Manager intend that Construction Manager will facilitate and guarantee construction of the Project for the Guaranteed Maximum Price, thorough packaging of complete scopes of work for each separate trade involved, and management of separate Trade Contracts awarded after public bidding, to ensure timely completion of the Project for the Guaranteed Maximum Price;

WHEREAS, a preliminary budget has been established for the Project, which is set forth in Exhibit A hereto;

WHEREAS, District and Construction Manager contemplate and intend that each and all of the Trade Contracts publicly bid by Construction Manager and awarded by the District shall be assigned from the District to Construction Manager, following execution of this Agreement, and a copy of the Assignment Agreement to be entered into between District, Construction Manager, and each Trade Contractor is attached hereto as Exhibit B;

WHEREAS, District desires to receive, and Construction Manager desires to provide, a guaranteed date for completion of the Project, and Construction Manager therefore does guarantee completion of the Project on or before a date to be agreed upon in the Master Construction Schedule, including the date of Project completion, as required by section 3.1(e) below.

WHEREAS, District and Construction Manager have entered into a Preconstruction Services Agreement for the Project, effective May 7, 2010, the covenants and conditions of which have been performed and completed by and between District and Construction Manager; and,

WHEREAS, Construction Manager will provide a Guaranteed Maximum Price for construction of the Project ("GMP") as defined in Article 3 hereof.

NOW, THEREFORE, based upon the covenants and conditions set forth herein and the payments provided herein, the parties agree as follows:

Each and all of the foregoing Recitals are incorporated herewith by reference, are material terms of the Agreement, and are agreed to by District and Construction Manager.

ARTICLE 1: CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES.

Construction Manager represents to District that it has experience and expertise in construction supervision; Trade Bid Package preparation and scoping; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager shall be responsible, to the extent described in this Agreement, for ensuring that the Project is properly completed in a competent and professional manner, in conformance in all material respects with the Construction Documents within the District's budget and the GMP, and in accordance with the District's schedule for timely completion of the Project. The Construction Manager's services under this Agreement shall continue with all diligence until the Project is completed. Construction Manager shall not bid for or perform any construction work on the Project, including any work involved in any of the Trade Bid Packages and Trade Contracts. Construction Manager shall comply with any and all applicable prevailing wage and apprenticeship laws, including without limitation Article 2 (commencing at Section 1770), Chapter 1 of Part 7, Division 2 of the California Labor Code, Article 3 (commencing at Section 1810), Chapter 1 of Part 7, Division 2 of the California Labor Code, Chapter 4 (commencing at Section 3070), Division 3 of the California Labor Code, and any Labor Compliance Program instituted by or on behalf of District. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Construction Manager agrees that in the event that District seeks state funding for the Project and the State Allocation Board (SAB) or other state agency adopts a policy for construction management at-risk services applicable to the Project, subject to reduction of the Scope of Work to reduce the actual cost of the Project, as impacted by such policies, to ensure that the GMP does not increase, Construction Manager shall comply with any new Policy applicable to construction management at-risk services and the Project, and this Agreement shall be revised to comply with any new Policy if the District is required to comply with a new Policy as a condition for receiving any funding for the Project.

1.1. PRECONSTRUCTION SERVICES PHASE.

[This Section is intentionally left blank.]

1.2. BID/AWARD SERVICES PHASE.

Services to be provided by Construction Manager during the Bid/Award phase for the Project include, but are not limited to, all those set forth in the Preconstruction Services Agreement for the Project, effective May 7, 2010, as well as the following:

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

1.2.2. Bidder Inquiries. Construction Manager shall coordinate communications related to bidder inquiries and seek resolution to the questions from the appropriate party and provide timely forwarding of such information to the Architect for incorporation into the addenda for issuance to the prospective bidders, plan rooms, consultants, and District.

1.2.3. Addenda Review. Construction Manager shall coordinate the addenda process with the Architect and District, and will provide a review of each addendum during the bid phase for completeness, time, cost, or constructability impact, and make appropriate comments.

1.2.4. Bid Evaluation and Recommendation for Award. The Construction Manager, in cooperation with Architect, will assist District and its consultants in the bid opening, evaluation of the bids for completeness, scope compliance, responsiveness, responsibility, price, including alternate prices and unit prices, and will make a formal report to District with regard to the potential award of the Trade Contracts. The Construction Manager shall prepare bid tabulations, provide post analysis summaries, and make recommendations to District for award of Trade Contracts or rejection of bids. Construction Manager shall forward a copy of the proposed Trade Contract to the District for each bidder recommended by the Construction Manager. Construction Manager shall certify in writing that the number and breakdown of Trade Bid Packages for the Project represents all the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for the Project. In the event the Trade Contracts and any work deferred for the future does not represent 100% of the work and/or exceeds the SAB's Cost Standards (if applicable), the additional necessary work will be offset as addressed in Article 3.

1.2.5. Re-bidding. Construction Manager shall not allow individual Bid Package category re-bids except under one or more of the following circumstances:

- (a) If no bid is received in a category.

- (b) If the Project, after bids are received, is not within the Project Budget as established by the District (hereinafter "Project Budget").
- (c) An insufficient number of bids have been received, which has resulted in an exorbitantly high bid in a category.
- (d) As otherwise authorized by the District.

Should one or more of the aforementioned circumstances occur, then a category may be re-bid with only alteration to bid documents which are allowable by state agencies having jurisdiction over the Project, OPSC, SAB, DSA and to which the Architect and District agrees.

The District may, in its sole discretion, reject all bids and require ALL packages for the entire Project to be re-bid.

In the event the bids exceed the SAB cost standards or Project Budget by ten percent (10%) or more, or District authorizes re-bidding of all or portions of the Project. Construction Manager shall cooperate with the Architect in revising the scope and the quality of the work as required to reduce the construction costs for the Project. Construction Manager shall cooperate with District and Architect as necessary to bring construction costs within the Project Budget. Notwithstanding the foregoing, District is not obligated to authorize the re-bidding of all or any portions of the Project.

1.2.6. Purchase, Delivery, and Storage of Materials and Equipment. Construction Manager shall investigate and recommend a schedule for installation of District purchased materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. Construction Manager shall assist in expediting and coordinating delivery of all purchases. Construction Manager shall arrange for delivery, storage, and protection for District-purchased materials, systems, and equipment, which are a part of the Project, until such items are incorporated into the Project. Construction Manager shall coordinate with or assign these activities to the appropriate Trade Contractor who is responsible for the installation of such materials, systems, and equipment.

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

1.2.8. Post-Bid Interviews. Construction Manager shall conduct post-bid interviews with the apparent low and second low bidders in any event that a bid appears to incomplete, fails to address the full scope of the bid package, is materially nonresponsive, if the bidder appears to be nonresponsive, and/or the bid price appears inadequate. Construction Manager shall identify any irregularities and bid protests to the District prior to the recommendation to award.

1.2.9. Post-Bid Value Engineering. Construction Manager shall evaluate the contract documents with the apparent low and second low bidders for each Trade Contract to make recommendations to the District and Architect for value engineering consideration.

1.2.10. Post-Bid Contract Document Submittals. Construction Manager shall coordinate the submission of all of its own and Trade Contractor's post-bid contract document submittals, including but not limited to: payment bond, performance bond, local contact for surety, insurance certificates, name of superintendent/foreman, emergency contact names and phone numbers, name of safety supervisor, copy of safety manual, name of person authorized to sign documents, time and material (T&M) rates, list of Trade Contractors and suppliers, matrix of all required submittals, labor compliance forms, schedule of values, workers compensation affidavit, and affidavit of public works compliance. The Construction Manager shall ensure that all of the post-bid contract document submittals have been received, approved, and found to be in good standing prior to forwarding them to the District, and prior to the start of construction.

1.3. CONSTRUCTION SERVICES PHASE.

District has identified that the work may be reported in more than one (1) phase, conditioned upon receipt of funding for each phase. Services to be provided during the Construction phase for the Project include, but are not limited to, coordination of all activities that are included in the construction of the Project. Construction Manager shall be responsible for coordinating the work for the entire Project pursuant to the accepted Master Construction Schedule. As required in this Section, Construction Manager shall maintain communication with District and its consultants throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' Pre-Construction Conference (Section 1.3.1) and shall be responsible for coordinating the site construction services provisions (General Conditions items) including full-time supervision and administration of the Project, conducting coordination meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the District, its consultants, and Architect the approval or disapproval of change orders and progress payments to the Trade Contractors, and maintaining record keeping to assist District in negotiations, mediation, litigation, or arbitration of claims or disputes. Additionally, the Construction Manager shall provide responsible evaluation, documentation, recommendations, and supervision of the following services: coordination of technical inspection and testing; construction observation; reporting of non-conforming Work; make recommendations to District regarding exercising Contract prerogatives; safety program implementation; endorsements of insurance and performance/payment bonds review; monitor project costs and review of schedule of values; construction progress review; maintain on-site Project record documents; processing of payments and development of the schedule of values; evaluate changes in the work; construction and scope interface contingencies management; provide change order reports; trade contractor claims review; administer storm water pollution prevention plan; submission of operation and maintenance manuals, guarantees, and releases; completion of Trade Contracts and Project; coordinate staff training, assist with move-in activities, commissioning (where stated in Contract Documents), initial start-up, and testing; and coordinate the final completion, close-out documents, and project report for the Project.

1.3.1. Pre-Construction Conference(s). Construction Manager will conduct, in conjunction with District, its consultants, and the Architect, pre-construction orientation conference(s) for the benefit of the successful bidding Trade Contractors and will serve to orient the Trade Contractors to the schedule, supervision, contract administration, safety, and various reporting procedures and site rules prior to the commencement of actual construction.

1.3.2. Contract Administration. Construction Manager, in cooperation with the District, its consultants, and Architect, will administer the Trade Contracts as set forth herein and as provided in the General Conditions of the Trade Contracts for construction. Construction Manager shall assist the District, its consultants, and the Architect with Construction Administration ("CA") activities and document control for the Project. Construction Manager shall set up and maintain a computerized CA database to track CA related functions, which is subject to acceptance by the District, its consultants, and Architect, which will not be unreasonably withheld. Construction Manager shall coordinate the preparation of the construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including but not limited to, temporary fencing, all temporary utilities, job trailers, storage bins, barricades, or other items reasonably necessary for efficient construction. Construction Manager shall coordinate the mobilization of all Trade Contractors and shall coordinate construction sequencing.

In addition, Construction Manager shall provide management and related services as required to coordinate work of the Trade Contractors with each other and the activities and responsibilities of the Architect, District, and its consultants in order to complete the Project in accordance with the Construction Documents and this Agreement. Construction Manager shall provide sufficient organization of qualified and experienced personnel and management to carry out the requirements of this Agreement. Construction Manager shall maintain competent full-time staff at all times, with supervisory responsibilities for the Project site for the purpose of coordinating and providing direction for the work and progress of the Trade Contractors.

1.3.3. Submission Procedures. Construction Manager shall establish and implement submission procedures with the District, its consultants, and the Architect. Construction Manager shall establish a submittal priority matrix, provide a preliminary review of all submittals, coordinate and review shop drawing submissions, and provide coordination and submission of requests for information (RFIs), samples, mock-ups, product data, change orders, payment requests, material delivery dates, and other procedures, and maintain logs, files, and other necessary documentation. Construction Manager shall coordinate the dissemination of any information regarding the submissions.

1.3.4. Coordination Meetings. Construction Manager shall coordinate and conduct preconstruction, construction coordination, safety, and weekly job-site progress meetings with the Trade Contractors, and shall publish and distribute meeting minutes to all attendees, District, its consultants, Architect, and all other appropriate parties. Construction Manager shall attend weekly progress meetings with the District, its consultants and the Architect. Construction Manager shall assist in the resolution of any technical construction issues, and coordinate with District and District's consultants to address issues raised by local and state agencies, and endeavor to ensure compliance with the laws, rules, and regulations applicable to the Project.

1.3.5. Coordination of Technical Inspection and Testing. Construction Manager shall coordinate with the District's Division of the State Architect (DSA) certified project inspector, all ongoing inspection and special testing and inspection required by the Architect, Contract Documents, agencies, or other third parties. If requested, Construction Manager shall assist District in selecting any special consultants or testing laboratories. All inspection reports provided to the District will be provided to the Construction Manager on a regular basis. Construction Manager shall analyze the special testing and inspection reports and advise the

District of the results and provide appropriate recommendations when there are any deficiencies noted.

1.3.6. Construction Observation. Construction Manager will assist District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately and are in compliance with the Contract Documents for the Project. Construction Manager shall report to District regarding the status of such activity. Construction Manager shall endeavor to guard against defects and deficiencies and shall advise District of any deviations, defects, or deficiencies Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause Construction Manager to be responsible for those duties and responsibilities, which belong to District's project inspector.

1.3.7. Non-Conforming Work. Construction Manager will, in conjunction with District's project inspector, review Trade Contractor's recommendations for corrective action and make appropriate recommendations on observed non-conforming work. Construction Manager will make recommendations to District, its consultants, the Architect, and District's project inspector in instances where Construction Manager observes work that, in its opinion, is defective or not in conformity with the Contract Documents. Construction Manager shall assist District's project inspector in observing the Trade Contractor work to verify that all authorized corrections and/or changes are properly incorporated into the Project. Construction Manager shall report to District regarding the status of such activity and provide a written record of the same.

1.3.8. [This Section is intentionally left blank.]

1.3.9. Master Construction Schedule. Construction Manager shall develop and implement a Critical Path Method (CPM) Master Construction Schedule based upon the milestones established in the District's preliminary project schedule and preliminary Master Construction Schedule, and input received from the Trade Contractors. Construction Manager shall maintain and update the Master Construction Schedule on a monthly basis for acceptance by the District, and if necessary to maintain timely progress of the work according to the Master Construction Schedule, prepare bi-weekly short interval schedules, and distribute all schedules to the District, its Inspector of Record ("Inspector"), Architect, and other appropriate parties.

1.3.10. Safety Program Implementation. To the extent required by the Occupational Safety & Health Administration ("OSHA") or any other public agency, Construction Manager shall develop and implement the Project's safety program for all personnel on the project site, and monitor the implementation along with the coordination of all required and necessary safety meetings. Construction Manager shall be the controlling employer on the Project, and will ensure that all such safety programs are submitted to District. Copies of all safety meeting notes or minutes, attendees, and reports shall be forwarded to the District.

1.3.11. Bonds and Endorsements of Insurance. Construction Manager shall require all of the following in the Trade Bid Packages:

- (a) Bid bond, cash, cashier's check or certified check for 10% of the total amount of the bid, including additive alternates;
- (b) Dual-Obligee Performance bond at 100% of the contract amount in which District and Construction Manager are named as dual obligees;
- (c) Dual-Obligee Payment bond at 100% of the contract amount in which District and Construction Manager are named as dual obligees;
- (d) All bonds and insurance must be provided by a California admitted surety; and
- (e) Insurance in the amounts and coverages as directed by District prior to bid.

Construction Manager shall receive, review, and comment on the Endorsements of Insurance, and Performance and Payment Bonds from the Trade Contractors when required and forward them to District with a copy to the Architect prior to commencement of any work by such Trade Contractors.

1.3.12. Monitoring Project Costs and Review of Schedule of Values. Construction Manager shall provide regular monitoring of the Project Budget, showing actual costs for activities in progress and estimates for uncompleted tasks for each phase of the Project. Construction Manager shall identify variances between actual and budgeted or estimated costs and advise District and the Architect whenever the actual costs for activities in progress and estimates for uncompleted tasks exceed the Project Budget and/or the Guaranteed Maximum Price as defined under Article 3. Construction Manager shall review and approve each Trade Contractor's schedule of values for each of the activities included in that Trade Contractor's schedule of values prior to submission of each month's payment application to the District.

1.3.13. Construction Progress Review. Construction Manager shall keep a daily log containing a record of weather, the Trade Contractors working on the site, number of workers, work accomplished, equipment on site, visitors to the site, problems encountered, resolutions to past problems noted, and other relevant data or such additional data as District may require. Construction Manager shall distribute copies of the log(s) to the District on a monthly basis. Construction Manager shall prepare and distribute the construction schedule updates to the Master Construction Schedule on a monthly basis for comparison, and Construction Manager shall incorporate the updates into and maintain the District's master project schedule. After an evaluation of the actual progress as observed by Construction Manager, scheduled activities will be assigned percentage-complete values. The report will reflect actual progress as compared to scheduled progress (baseline), and will note any variances. Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to District to resolve these problems with a minimum effect on the timely completion of the Project. Construction Manager shall develop and impose an appropriate recovery schedule on the Trade Contractor(s), which is acceptable to the District. The recovery schedule will reflect the corrective action costs (if any) and efforts to be undertaken by the Trade Contractor(s) to recapture lost time. This recovery schedule will be distributed to the Trade Contractor(s), District, its consultants, Architect, and other appropriate parties.

1.3.14. Maintain On-Site Project Record Documents. Construction Manager shall implement and maintain a comprehensive project records document management program. Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Trade Contracts, drawings, specifications, addenda, change orders, and other modifications, in good order, and Plans and Specifications marked to record all changes (as-builts) made during construction on a monthly basis; shop drawings; product data; manufacturers installation instructions; operation and maintenance manuals; warranties; samples; submissions; purchases; materials; equipment; applicable handbooks (when needed); Title 24 of the California Code of Regulations; The California Uniform Building Code; other related documents and revisions which arise out of the Trade Contracts. In addition, Construction Manager shall maintain records in duplicate, of concrete pours, principal building layout lines, elevations for the bottom of footings, floor elevation levels, and key site elevations and benchmarks certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make available all project and progress record documents to the District for review on a monthly basis. At the completion of the Project, Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record of as-built drawings.

1.3.15. Processing of Payments and Schedule of Values. Construction Manager shall develop the schedule of values for the Project and implement procedures for the review, reconciliation, and processing of payment applications for progress and final payments. Construction Manager shall review and prepare the master monthly payment application based on percentages of work completed by the trades and the Construction Manager's compensation. Upon approval by the District, Architect, and project inspector, it will be forwarded to the District for processing.

1.3.16. Evaluate Changes in the Work. Construction Manager shall assist the District and its consultants with reviewing potential changes in the work, establish and implement a change order processing system that provides for the review and analysis of potential changes in Project scope, and make recommendations to the District regarding any changes in Contract Sum and/or Contract Time. Construction Manager shall secure authorization from the District on all proposed changes prior to Construction Manager directing the Trade Contractors to begin the work. Construction Manager shall coordinate the processing of all change orders with the Architect, DSA, and the District's Governing Board.

1.3.17. Construction and Scope Interface Contingencies. Within the Construction Manager's Guaranteed Maximum Price ("GMP") the District shall maintain and control the Project's Construction Contingency and the Construction Manager shall maintain the Scope Interface Contingency, separately. Any proposed expenditure of Scope Interface Contingency funds by Construction Manager is subject to District's prior approval and written authorization, which authorization shall not be unreasonably withheld or delayed. If District fails to respond to Construction Manager's request for authorization within five business days, having received all necessary and reasonably related information to evaluate the request, Construction Manager may authorize the proposed expenditure from the Scope Interface Contingency fund. Construction Manager's decision and the associated expenditure shall be subject to audit and dispute by the District, and any expenditure attributable to Construction Manager's sole negligence, error, or omission shall be recoverable by District from Construction Manager, in which case District may withhold such amount from any outstanding funds due Construction Manager.

The Construction Contingency can be used for construction-related changes, subject to prior District authorization. Proposed change orders ("PCO") for use of Construction Contingency funds shall be classified and tracked in one or more of the following categories: unforeseen site conditions or cost increases arising from omissions remaining in the Contract Documents or other errors in the constructability review services provided by Barnhart under the Preconstruction Services Agreement dated May 7, 2010.

The Scope Interface Contingency can only be used for scope(s) of work required to complete the Project shown in the Contract Documents, but left undefined between the Bid Package descriptions. The undefined scope shall be quantified, priced, and presented to the District for approval before awarding the work to a trade. Conversely, if scope(s) of work required to complete the Project shown in the Contract Documents have been shown in two or more Bid Package descriptions, a deductive change order shall be written that represents the amount of work "doubled up," which shall be placed back into the Scope Interface Contingency account.

At the conclusion of the Project, all unused portions of the Construction and Scope Interface Contingencies shall be returned to the District via deductive change order.

1.3.18. Change Order Reports. Construction Manager shall not issue instructions to Trade Contractors for changes in the work which are contrary to the District and Architect. Any such communication between the Construction Manager and the Trade Contractors shall not in any way be construed as binding on District. Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Services Phase. This report will provide information pertaining to proposed and executed change orders and their effect on the GMP and master construction schedule as of the date of the report.

1.3.19. Trade Contractor Claims. Construction Manager shall be given copies of all notices of claims made by Trade Contractors for any alleged cause. All claims submitted by Trade Contractors to the Construction Manager shall be accompanied by a claim certification, pursuant to the California False Claims Act, Government Code sections 12650, et seq. Construction Manager acknowledges that it has read and is familiar with the provisions of the False Claims Act (Gov. Code sections 12650, et seq.). Submission by Construction Manager of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a Trade Contractor or material supplier, shall constitute a representation by Construction Manager to the District that submission of the claim does not, in any respect, violate the False Claims Act. Any party with an interest in the claim, including the Construction Manager, Trade Contractor, and any material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. Excepting those claims for which Construction Manager is responsible, Construction Manager's obligations pursuant to this section shall cease upon completion of the Project as defined in Section 1.1.2 of this Agreement. Excepting those claims for which Construction Manager is responsible, the services to be provided pursuant to this Section do not include the providing of outside consultants or outside claims analysis.

1.3.20. Storm Water Pollution Prevention Plan. Construction Manager shall ensure that a storm water pollution prevention plan is initiated, maintained, and enforced in accordance with all regulations, local ordinances, and agencies, throughout duration of the Project.

1.3.21. Operation and Maintenance Manuals, Guarantees, and Releases. Construction Manager will obtain all materials such as manufacturer's installation instructions, and operation and maintenance manuals, warranties, affidavits, releases, bonds, waivers, and guarantees for each Trade Contractor's work, materials, and equipment. All such materials shall be professionally bound, and extra stock, keys, and commissioning documents (where required) shall be submitted to appropriate District personnel. The Construction Manager is responsible for all guarantees for the minimum base one (1) year guarantee period. The material and equipment guarantees extended beyond the minimum base guarantee period shall be the responsibility of the District to manage.

1.3.22. Completion of Trade Contracts and Project. When Construction Manager considers each Trade Contractor's work or a designated portion thereof complete, Construction Manager shall prepare for the Trade Contractor a list of incomplete or unsatisfactory items (the Pre-Punch List) and a schedule for their completion.

Construction Manager shall coordinate the correction and completion of the punch list work. Construction Manager shall assist the Architect in conducting inspections and punch list development, and shall assist the Architect in determining when the Project or a designated portion thereof is complete. Construction Manager shall prepare a summary of the status of the punch list work of each Trade Contractor, listing signed-off items in the previously-issued punch list and recommending the times within which Trade Contractors shall complete the uncompleted items on the punch list.

1.3.23. As-Built Documents. Construction Manager shall perform coordination, supervisory, and expediting functions in connection with the Trade Contractor's obligation to provide "as-built" documents on a monthly basis. If as-built information of an acceptable quality is not provided by any of the Trade Contractors, the District may withhold payments from the master monthly payment application.

1.3.24. Staff Training, Move-in, and Commissioning. Construction Manager shall coordinate move-in activities with District personnel, and schedule staff training for all mechanical equipment and electrical systems. Construction Manager shall assist the District's Maintenance & Operations department with equipment and "system" start-up, testing, and commissioning (where required). Construction Manager will ensure that the Trade Contractors provide the requisite start-up, training, and commissioning (where required), as required in the Contract Documents.

1.3.25. Recommendations to District. Construction Manager shall endeavor to achieve satisfactory performance from each Trade Contractor. Construction Manager shall recommend courses of action to District when requirements of the Contract Documents or a Trade Contract are not being fulfilled, and when the non-performing party will not take satisfactory corrective action. After assignment of a Trade Contract by District to Construction Manager, the Trade Contractor's performance is Construction Manager's responsibility.

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

1.3.27. Permits. Construction Manager shall assist the Architect and District in obtaining all necessary local agency utility and encroachment permits for the Project, the responsibility for securing the permits resting on District and its Architect notwithstanding. This task may also encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, local building department and fire authority, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing, and fulfilling other necessary regulations.

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

1.3.29. Professional Consultants. Construction Manager shall assist District, if requested, to provide input in selecting and retaining the professional services of surveyors, special consultants, testing laboratories, and others as necessary, and coordinate their services.

1.3.30. Final Completion, Closeout Documents, and Project Report. Construction Manager, in conjunction with the District, its consultants, Architect, and project inspector, will at the conclusion of all corrective action of punch list items, make a final comprehensive review of the Project, make a report to District which will indicate whether Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment to the Trade Contractor(s) and the notice of completion for the Project. Construction Manager shall also process and forward all final verified reports and required Project closeout documents to the Architect for submission to DSA. At the conclusion of the Project, Construction Manager shall prepare and submit all required final Project accounting and closeout reports.

1.4. TIME.

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

1.4.2. Liquidated Damages. In the event the construction time requirements set forth in any Trade Contract or this contract are exceeded, the Construction Manager's fee shall be reduced by an amount of \$500 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled completion date for the Trade Contract or the project, whichever is earlier, until the Trade Contract is complete or construction of the Project is substantially complete, whichever is earlier. The payment of liquidated damages shall be the remedy for damages based upon inexcusable delays.

1.4.3. Should the schedule for the Project be extended beyond the Master Construction Schedule due to delays which are not attributable to Construction Manager, including any delays arising from acts of God, force majeure, or the District, and which are beyond the contemplation or control of Construction Manager, Construction Manager's contract shall be extended and Construction Manager shall be compensated for this extension under Section 4.8 of this Agreement. Such delay will not reduce the agreed to and available contingencies.

ARTICLE 2: THE DISTRICT'S RESPONSIBILITIES.

2.1. District shall provide reasonably complete information regarding the requirements of the Project, which shall set forth District's objectives, constraints, and criteria.

2.2. District shall designate a representative ("District Representative") to act on District's behalf with respect to the Project. District or District Representative shall render decisions promptly to avoid unnecessary and unreasonable delay in the progress of Construction Manager's services. As District's Representative, District shall appoint the Superintendent or Superintendent's Designee.

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

2.4. The services, information, and reports required by Paragraphs 2.1 through 2.3, inclusive, shall be furnished at District's expense.

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

2.6. District reserves the right to perform work related to the Project with District's own forces and/or to award contracts in connection with the Project. Construction Manager shall notify District in writing within ten (10) calendar days after Construction Manager becomes aware if any such independent action will in any way compromise Construction Manager's ability to meet Construction Manager's responsibilities under this Agreement. If District's own forces cause delay, Construction Manager will be entitled to claim an adjustment in both contract time and cost.

ARTICLE 3: GUARANTEED MAXIMUM PRICE.

3.1. Guaranteed Maximum Price Proposal. Within twenty-one (21) calendar days, or as soon as practicable, after all of the Trade Bid Packages are competitively bid and opened pursuant to the Preconstruction Services Agreement dated May 7, 2010 and Article 1.2 of this Agreement, Construction Manager shall propose a guaranteed maximum price for the Project which shall include and list all of the costs to complete the Project according to the Contract Documents ("Guaranteed Maximum Price Proposal"). Construction Manager shall include with the Guaranteed Maximum Price Proposal a written statement of its basis, which shall include:

- (a) Confirmation that the Trade Bid Packages and the terms and conditions of the Trade Contracts used in preparation of the Guaranteed Maximum Price Proposal are based upon the Construction Documents.
- (b) A list of allowances and a statement of their basis.
- (c) A list of the clarifications and assumptions made by Construction Manager in the preparation of the Guaranteed Maximum Price Proposal to supplement the information contained in the Construction Documents.
- (d) The proposed Guaranteed Maximum Price, including a statement of the estimated Project Costs organized by trade categories, allowances, contingencies, and other items, and the Construction Manager's fee that comprise the Guaranteed Maximum Price.
- (e) The date of final completion and an updated Master Construction Schedule upon which the date of final completion is based.
- (f) The proposed basis of compensation for General Conditions.

3.2. Review of Proposal. Within five (5) calendar days of Construction Manager's submission of the Guaranteed Maximum Price Proposal, or such time period as directed by District, Construction Manager shall meet with District, its consultants, and Architect to review the Guaranteed Maximum Price Proposal and the written statement of its basis. At such meeting, District shall discuss with Construction Manager any inconsistencies or inaccuracies with respect to the Guaranteed Maximum Price Proposal or the written statement of its basis, and both parties shall endeavor to reconcile such inconsistencies or inaccuracies to the satisfaction of both parties.

3.3. Compensation Prior to Acceptance of Proposal. Except as provided for in Article 4 of this Agreement, Construction Manager shall not be entitled to any compensation or reimbursement until District accepts the Guaranteed Maximum Price Proposal.

3.4. Non-acceptance of Proposal. Unless District accepts the Guaranteed Maximum Price Proposal in writing within thirty (30) calendar days of District's receipt of the Guaranteed Maximum Price Proposal, the Guaranteed Maximum Price Proposal shall not be effective and this Agreement shall automatically terminate and Construction Manager shall not be entitled to any compensation except as provided for in Section 4.1 of this Agreement.

3.5. Acceptance of Proposal. Upon acceptance by District of the Guaranteed Maximum Price Proposal, District and Construction Manager agree to the following:

- (a) The Guaranteed Maximum Price and its basis shall be set forth as Exhibit C to this Agreement.
- (b) District shall authorize and cause the Architect to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Exhibit C. Such revised Construction Documents shall be furnished to Construction Manager in accordance with schedules agreed to by District, Architect, and Construction Manager. Construction Manager shall

promptly notify the Architect and District if such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

The agreed-upon assumptions and clarifications contained in Exhibit C comprise the following:

- (i) The District shall provide for Builder's Risk insurance, or similar, at its sole discretion and Construction Manager shall have no obligation to provide such insurance; and
 - (ii) The District shall conduct the final clean-up of the Project, at its sole expense, notwithstanding that Construction Manager shall ensure that all clean-up required under the Trade Contracts during the course of construction of the Project, prior to final clean-up, is performed by the Trade Contractors.
- (c) The Project Costs are guaranteed by Construction Manager not to exceed the Guaranteed Maximum Price as adjusted by change orders in accordance with Section 3.10.3 of this Agreement. In the event that the Project Costs exceed the Guaranteed Maximum Price, as adjusted by change orders in accordance with Section 3.10.3 of this Agreement, Construction Manager shall immediately pay such costs to whomever such costs are due without reimbursement by District. In the event that the Project Costs exceed the Guaranteed Maximum Price as adjusted by change orders in accordance with Section 3.10.3 of this Agreement and District has paid any costs in excess of the Guaranteed Maximum Price, as adjusted by change orders in accordance with Section 3.10.3 of this Agreement, Construction Manager shall reimburse District, within thirty (30) calendar days of invoice by District, for any amounts paid by District in excess of the Guaranteed Maximum Price. The GMP is for the total amount, and is not to be considered guaranteeing any individual line item. Construction Manager's obligation to reimburse District for disseminated amounts shall be determined through mediation, arbitration, or litigation.

3.6. Single Guaranteed Maximum Price Contract. A separate Guaranteed Maximum Price will not be established for each phase of the Project. The costs for each phase of the Project (upon approval of District) will be broken out separately and then included in a single Guaranteed Maximum Price contract between Construction Manager and District.

3.7. Contingency Funds. The Construction Contingency and Scope Interface Contingency Funds within the Guaranteed Maximum Price will be utilized to fund issues consistent with provisions contained in Section 1.3.17, which are not the result of Construction Manager's negligence or willful misconduct.

Contingency Funds within the Guaranteed Maximum Price may be utilized per Section 1.3.17. All funds utilized for these matters shall be specified and agreed upon by both District and Construction Manager. In the event the remaining Contingency Funds have been exhausted, Construction Manager shall bear the expense to complete the work.

3.8. Provisional Allowances within Guaranteed Maximum Price. Construction Manager will identify and prepare a list of Provisional Allowances when required. Provisional Allowances are to be established to adjust for variances due to bid environment irregularities or lack of bid coverage for specific Trade Bid Packages. If the total bids received do not exceed the Project Budget, then application of variances based on Provisional Allowances shall be at the discretion of Construction Manager unless agreed to otherwise with District. If total bids exceed the Project Budget but are less than one hundred and ten percent (110%) of the Project Budget, then adjustments shall be mutually agreed upon between Construction Manager and District. The Total of Bids received and adjustments based on Provisional Allowances shall not exceed the Guaranteed Maximum Price.

3.9. Agreed Project Budget as Basis for Guaranteed Maximum Price and Provisional Adjustments. The Project Budget shall be established prior to opening of bids, and finalized within ten (10) calendar days of execution of this Agreement.

3.10. Items Carried Outside of the Guaranteed Maximum Price. Subsequent Phases, Additional Work, Educational Program Changes, and Change Orders as Defined in Article 3.10.3 shall be carried outside of the Guaranteed Maximum Price.

3.10.1. [This Section is intentionally left blank.]

3.10.2. [This Section is intentionally left blank.]

3.10.3. Change Orders. Construction Manager shall not be responsible for any costs relating to any of the following types of change orders and such costs shall not be factored into the Guaranteed Maximum Price as long as such change orders are not the result of Construction Manager's negligence, error, or omission with respect to Construction Managers' duties related to the Project:

- (a) Change orders consistent with the policy of the State Allocation Board or approved and funded by the Office of Public School Construction.
- (b) Change orders initiated by District or DSA.
- (c) Change orders relating to subsurface conditions, if such condition is an unknown physical condition at the Project Site, or different materially from those identified in the Contract Documents as long as Construction Manager gives District thirty (30) days written notice from discovery of the unknown physical condition and prior to any additional work relating to the previously unknown physical condition.
- (d) Change orders relating to design errors in the Construction Documents.
- (e) Change Orders arising from State and/or local agency required changes that were unknown or unforeseen by the Architect.

3.10.4. [This Section is intentionally left blank.]

ARTICLE 4: BASIS OF COMPENSATION AND PAYMENT.

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

4.1. [This Section is intentionally left blank.]

4.2. Construction Management Services. Construction Manager shall be compensated Construction Management Services rendered during the Construction Services Phase on a fixed fee ("Professional Services Fee") basis. The Professional Services Fee shall be a fixed percentage of the sum total of the Trade Contracts as of the date they have all been awarded, to be established in the Guaranteed Maximum Price Proposal, subject to acceptance by District. The Professional Services Fee shall be the sole and exclusive compensation to the Construction Manager for its Construction Management Services, all other payments and compensation being solely and exclusively: to offset Construction Manager's costs and expenses; comprising additional Professional Services Fees related to specific increased costs of construction comprising use of Contingency Fees, in accordance with Section 4.5, below; or, comprising Additional Compensation, in accordance with Section 4.8, below. The Professional Services Fee shall be paid according to the following procedure:

4.2.1. Payment – Professional Services Fee. District shall pay Construction Manager undisputed amounts within thirty (30) days of the receipt of the invoice from the Construction Manager for its Construction Management Services performed during the Construction Services Phase. Invoices shall be submitted on a verified percentage-to-completion basis, requesting a corresponding percentage of the sum total of the Professional Services Fee..

4.3. General Conditions. General Conditions of the Project are those generic support activities which must be in place to support all construction aspects of the Project. The method of compensation for General Conditions shall be set forth in the Guaranteed Maximum Price Proposal, pursuant to Section 3.1(f), above.

4.3.1. Payment – General Conditions. District shall pay Construction Manager undisputed amounts, without retention, within thirty (30) days of the receipt of the invoice from the Construction Manager, based upon the method of compensation for General Conditions set forth in any Guaranteed Maximum Price Proposal accepted by the District, if any.

4.3.2. General Conditions Expense Budget. [This Section is intentionally left blank.]

4.4. Insurance. Construction Manager shall purchase and maintain insurance, which must be in place for the duration of the Project. Insurance coverage includes, but is not limited to, comprehensive general liability, comprehensive automobile liability, excess commercial liability/umbrella, workers' compensation, builder's risk insurance. Construction Manager shall be compensated for the cost of the insurance, for which Construction Manager shall charge no markup or fee.

4.4.1. Payment – Insurance. District shall pay Construction Manager without retention within thirty (30) days of the receipt of the invoice from the Construction Manager the actual insurance costs expended within the billing period. Such invoice shall include invoices from

each insurer. Invoices shall be broken down in detail and include supporting back-up documentation.

4.5. Contingency Funds. Construction Manager shall be compensated on a fixed fee basis as stated and included in Exhibit C in relation to the cost of the work performed by Trade Contractors using Construction Contingency or Scope Interface Contingency funds. This shall become part of the Professional Services Fee. Construction Manager's compensation for such work shall also be paid exclusively from such Contingency Funds.

4.5.1. Payment – Contingency Funds. Construction Manager shall submit to the District all recommended fund transfers to the Trade Contractors as a result of changes in the work, per Section 1.3.16 and 1.3.17, which Construction Manager and District decide should be funded from the Contingency Fund as described in Section 3.7 and 3.8. District shall approve fund transfers to the Construction Manager in accordance with Section 1.3.17. The Contingency Funds are based on budgets, per Section 4.5.2. Invoices shall be broken down in detail and include supporting back-up documentation. At the conclusion of the project, all unused portions of the Contingency Funds shall be distributed as set forth in Section 1.3.17.

4.5.2. Contingency Funds Budget. [This Section is intentionally left blank.]

4.6. Trade Contracts. The Trade Contracts will be assigned to the Construction Manager by the District at or before the conclusion of the preconstruction services phase of the Project. Construction Manager shall be compensated in a lump sum amount based on the aggregate total of all Trade Contracts as of the date they have all been awarded. There shall be no fee or markup on these Trade Contracts; Construction Manager shall be compensated for its Construction Management Services through the Professional Services Fee described in Section 4.2, above.

4.6.1. Payment – Trade Contracts. District shall pay Construction Manager undisputed amounts within thirty (30) days of the receipt of the approved master monthly payment application from the Construction Manager for the Trade Contractor's work performed during each month of the Construction Services Phase, less 10% retention. With District approval, consideration for early reduction and release of retention (or portion thereof) may be granted.

4.7. Final Payment. Construction Manager shall invoice the final amount of the Construction Manager's compensation thirty-five (35) calendar days after District records the notice of completion for the Project or thirty-five (35) calendar days after completion of the Project as defined in Public Contract Code section 7107, whichever is earlier.

4.7.1. District shall make payments of undisputed amounts to Construction Manager within thirty (30) calendar days of receipt of the approved master monthly payment application from Construction Manager. With respect to Final Payment, if the Project Costs exceed the Guaranteed Maximum Price, or if it appears that the Project Costs may exceed the Guaranteed Maximum Price, District may withhold from the Final Payment the difference between the Project Costs (or the projected Project Costs) and the Guaranteed Maximum Price. Upon completion of the Project, District shall make payment of any undisputed withheld amounts as long as such amounts are within the Guaranteed Maximum Price.

If Construction Manager accepts the assignment pursuant to Article 13, District shall make the payments for each assigned contract as set forth in Section 13.2 of this Agreement.

4.8. Additional Compensation. Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If Construction Manager shall claim compensation for any damage sustained by reason of the acts of District or its agents, Construction Manager shall, within ten (10) calendar days after sustaining such damage, submit written notice to District with a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, Construction Manager shall file with District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event additional compensation is approved, additional compensation shall be based on the actual hourly work performed within the billing period and shall be calculated using the hourly personnel rates listed in Section 4.8.1. Such additional compensation shall not be subject to additional Construction Manager's fees or markups. Invoices shall be broken down in detail and include appropriate supporting back-up documentation.

4.8.1. Hourly Rates for Additional Compensation.

Personnel (position)

Project Executive	\$150
General Superintendent	\$110
Project Manager	\$115
Field Superintendent	\$95
Estimating/Purchasing	\$85
Project Engineer	\$65
Administrative Assistant	\$45

ARTICLE 5: This Article is intentionally left blank.

ARTICLE 6: TERMINATION, ABANDONMENT, OR SUSPENSION OF WORK.

6.1. Termination of Construction Manager Services. District may give fourteen (14) calendar days' written notice to Construction Manager of District's intent to suspend or terminate Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient, or thorough service, or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If Construction Manager does not commence cure of said defaults, and continue diligent efforts to cure such defaults until resolved, within the above-described notice period, the District may terminate this Agreement.

District shall also have the right in its absolute discretion to terminate this Agreement without cause following twenty-one (21) calendar days' prior written notice from District to Construction Manager.

6.2. Continuation of Work. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager shall proceed diligently with the performance of all the work. If the dispute is not resolved, Construction Manager or District shall submit such controversy to determination by a court having competent jurisdiction over the dispute after completion of the Project and not before.

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

6.4. Compensation in the Event of Termination, Abandonment, or Suspension. In the event District terminates, abandons, or suspends the work on the Project for cause, there shall be due and payable within thirty (30) calendar days following such termination, abandonment, or suspension, or submission of Construction Manager's approved pay application, a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension, or abandonment of this Agreement.

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

In the event that District chooses to abandon the Project or terminate the Agreement for convenience, Construction Manager shall be reimbursed for reasonable termination costs through the payment of: (1) five percent (5%) of the Construction Manager's Fee earned to date if less than seventy-five percent (75%) of the Construction Manager's Fee have been paid; or (2) three percent (3%) of the remaining Construction Manager's Fee if more than seventy-five percent (75%) of the Construction Manager's Fee has been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

6.5. Delivery of Documents. Upon termination, abandonment, or suspension, Construction Manager shall deliver to District all documents and matters related to the Project within ten (10) calendar days.

ARTICLE 7: INDEMNIFICATION.

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

- (a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement.
- (b) Liability for damages for (1) death or bodily injury to person; (2) injury to or loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage, or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm, or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents, or independent contractor's who are directly employed by the District.
- (c) Any loss or injury to or death of persons or damage to property caused by any act, neglect, default, or omission of the Construction Manager, or any person, firm, or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death, or damages caused by sole or active negligence or willful misconduct of the District.

The Construction Manager at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents (excluding the Inspector, Architect or other design professionals), or employees, on any such claim or liability referenced in paragraphs (a), (b) and (c) above, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

ARTICLE 8: SUCCESSORS AND ASSIGNS.

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

ARTICLE 9: APPLICABLE LAW.

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

ARTICLE 10: CONSTRUCTION MANAGER NOT OFFICER OR EMPLOYEE OF DISTRICT.

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

ARTICLE 11: INSURANCE.

11.1. Construction Manager shall purchase and maintain insurance for comprehensive general liability, comprehensive automobile liability, excess commercial liability/umbrella, workers' compensation, occupational disease, employers liability, and builders risk insurances that will protect the Construction Manager in the following amounts for the claims set forth below which may arise out of or result from Construction Manager's operations under this Agreement whether such operation be by itself, any contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.1.1. Comprehensive General Liability, Comprehensive Automobile Liability, and Excess Commercial Liability/Umbrella. Such policy shall cover claims for damages because of injury to persons (including but not limited to, claims for damages because of bodily injury, sickness, disease, or death), or destruction to property (including loss therefrom) from claims arising out of Construction Manager's performance of this Agreement or otherwise caused by the negligent or intentional acts or omissions of Construction Manager, Trade Contractors, or of any officer, director, stockholder, employee, consultant to or partner to Construction Manager, and shall include coverage for Contractual and Assumed Liability and Owned, Hired, and Non-owned Automobile Insurance.

The Construction Manager's comprehensive general and automobile liability insurance policies shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:
\$1,000,000 Each Person
\$1,000,000 Each Occurrence

Property Damage:
\$1,000,000 Each Occurrence

Excess Commercial Liability/Umbrella

\$4,000,000 (over the underlying \$1,000,000 policy amounts)

11.1.2. Workers' Compensation, Occupational Disease, and Employers Liability Insurance. Construction Manager shall obtain such policies, which shall be in accordance with

the provisions of the California Labor Code, adequate to protect all persons contracted or employed by Construction Manager from claims under Workers' Compensation Acts which may arise from the performance of services under this Agreement, whether such performance of services are by Construction Manager or anyone directly or indirectly contracted or employed by Construction Manager. The Construction Manager's workers' compensation, occupational disease, and employer's liability insurance policies shall be written for limits not less than \$1,000,000 covering all workplaces involved in the Contract Documents.

11.1.3. Builders Risk Insurance. Such policy shall protect from loss or damage to work in the course of construction. This insurance will not cover Construction Manager's or Trade Contractor tools, machinery, supplies, personal property, equipment, or materials stored on site, but not yet incorporated into the Project, all of which shall remain the responsibility of the Construction Manager and Trade Contractors to protect and insure. This insurance shall be in the form of "builder's all-risk," "all-risk installation floater," or the equivalent (excluding coverage for earthquake and/or flood). The builders' risk insurance premium will be a cost of work item, per Articles 3 and 4 of this Agreement.

11.2. [This section intentionally omitted.].

11.3. The foregoing policies shall contain a provision that coverages afforded under the policies will not be reduced in coverage, canceled, or not renewed until at least thirty (30) calendar days prior written notice has been given to District. All Certificates of Insurance and endorsements showing such coverages to be in force shall be filed with District prior to commencement of the work. Such certificates and endorsements (excluding those certificates and endorsements for worker's compensation insurance) shall name District, its Board of Trustees, employees, consultants, and agents (excluding the Inspector, Architect or other design professionals) as additional insureds.

ARTICLE 12: EXTENT OF AGREEMENT.

12.1. This Agreement represents the entire and integrated agreement between District and Construction Manager and supersedes all prior negotiations, representations, or agreements, either written or oral, except as otherwise expressly set forth herein. This Agreement may be amended only by written instrument signed by both District and Construction Manager.

ARTICLE 13: ASSIGNMENT OF TRADE CONTRACTS.

13.1. Notification of Assignment. District hereby assigns to Construction Manager all of its rights and duties with respect to each Trade Contract awarded pursuant to Section 1.2.1 effective upon execution of an assignment agreement by Construction Manager, District, the applicable Trade Contractor, and such Trade Contractor's surety ("Assignment Agreement"). The language of the Assignment Agreement shall be attached hereto. This Agreement shall prevail over the Assignment Agreement to the extent that there are any inconsistencies.

13.2. Consideration. In consideration for each assignment which is effective as set forth herein, District agrees to pay Construction Manager the bid amount for the Trade Contract relating to such assignment. District's payments to Construction Manager of such consideration shall be processed in the same manner as the payment procedures set forth in the Trade Contracts

and District shall make payments to Construction Manager within (30) calendar days of the receipt of the appropriate approved invoice from Construction Manager. However, in the event that the Project Costs (inclusive of payments pursuant to this Section) exceed the Guaranteed Maximum Price, Construction Manager shall be responsible for any excess payments under the assigned Trade Contracts.

13.3. Retained Rights. Notwithstanding the above, District shall conditionally retain, effective upon the non-performance of Construction Manager of its obligations and notice by District of such non-performance, all rights under the Trade Contracts, including without limitation, the right to demand performance under such Trade Contracts, and any rights related to patent and latent defects as well as any rights related to performance bonds, payment bonds, or insurance which are required pursuant to such Trade Contracts. District shall retain the benefits that derive from the Trade Contracts (i.e., the Project).

13.4. Assignability. It is further agreed that each of the Trade Contracts shall include provisions which provide that District's rights and duties under such Trade Contracts are freely assignable to Construction Manager, and that District retains all rights specified in Section 13.3.

13.5. Statutory Requirements. Construction Manager acknowledges that the Trade Contracts are subject to statutory payment provisions with respect to public works; therefore, Construction Manager agrees to abide by such statutory payment provisions as well as any payment procedures which are set forth in the Trade Contracts.

13.6. Indemnification. After Construction Manager accepts the Assignments provided for herein, Construction Manager agrees to indemnify, defend, and hold harmless District, its officers, agents (excluding the Inspector, Architect or other design professionals), and employees from and against any and all claims, liabilities, causes of action, damages, and expenses of any kind, arising out of or related to any payments to Contractors under any of the Trade Contracts, including without limitation, any stop notice action as long as District makes all of the payments required by District pursuant to Section 13.2 of this Agreement, excepting any funds which relate to disputed work which may be withheld according to law, or which have been encumbered by stop notices or court order. Construction Manager's agreement to indemnify herein includes all costs in defending District, including without limitation, attorneys fees, expert fees, or other expenses associated with such defense by District.

ARTICLE 14: SEVERABILITY.

14.1. If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall remain in effect.

The parties, through their authorized representatives, have executed this Agreement on the dates indicated opposite their signatures.

OWNER: SIERRA SANDS UNIFIED SCHOOL DISTRICT

DATE: _____ By: Joanna Rummer, Superintendent

CONSTRUCTION MANAGER: BARNHART-BALFOUR BEATTY, INC.

DATE: _____ By: Eric Stenman, President

EXHIBIT A
PRELIMINARY BUDGET
\$6,218,146

EXHIBIT B
OWNER OPTION ASSIGNMENT AGREEMENT

This Assignment Agreement is valid as of _____, 2010 (the "Effective Date") between the Sierra Sands Unified School District ("DISTRICT"), Barnhart-Balfour Beatty, Inc. ("BARNHART" or "CONSTRUCTION MANAGER"), and _____ ("TRADE CONTRACTOR"), collectively the "parties."

This Assignment Agreement amends, restates, replaces and supplements certain aspects of the TRADE CONTRACT entered into by and between the DISTRICT and TRADE CONTRACTOR for work on the BURROUGHS HIGH SCHOOL ENGINEERING AND DESIGN CTE FACILITY PROJECT ("Project").

WHEREAS, CONSTRUCTION MANAGER and the DISTRICT entered into a Construction Management (At-Risk) Services Agreement for construction management services on _____, 2010 for the Project;

WHEREAS, the DISTRICT has entered into a TRADE CONTRACT with TRADE CONTRACTOR;

WHEREAS, the DISTRICT and the TRADE CONTRACTOR desire to modify the TRADE CONTRACT, as set forth herein;

WHEREAS, the DISTRICT desires to assign to CONSTRUCTION MANAGER, and CONSTRUCTION MANAGER desires to accept the assignment of the TRADE CONTRACT, the rights and benefits associated therewith, and TRADE CONTRACTOR agrees with and does not object to the assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I
AGREEMENT

1.1. The parties mutually agree to, and do hereby, modify the TRADE CONTRACT as of the Effective Date. The parties acknowledge and agree that:

A. Pursuant to the Construction Management (At-Risk) Services Agreement between DISTRICT and CONSTRUCTION MANAGER, DISTRICT's Agreement with TRADE CONTRACTOR is assigned by DISTRICT to CONSTRUCTION MANAGER and CONSTRUCTION MANAGER accepts the assignment of the TRADE CONTRACT.

B. All rights and obligations the DISTRICT has under the TRADE CONTRACT are hereby transferred to CONSTRUCTION MANAGER as of the Effective Date.

C. All references and meaning to the word "Owner" in the TRADE CONTRACT shall remain the same, and therefore "Owner" shall refer to the DISTRICT, with all of the corresponding rights, obligations and benefits thereof.

D. All references to the word "DISTRICT" in the TRADE CONTRACT shall be replaced with the word "BARNHART" with all of the respective rights, obligations and benefits resulting therefrom.

E. TRADE CONTRACTOR acknowledges and accepts all of the terms of this Assignment Agreement and agrees to be bound accordingly.

1.2. Said assignment contemplated herein notwithstanding, the DISTRICT and CONSTRUCTION MANAGER shall continue to be bound by and agree to comply fully with their obligations under the Construction Management (At-Risk) Services Agreement, and with any other term or provision imposing an obligation on the parties.

1.3. Notwithstanding the parties' desire, intent and agreement to modify the TRADE CONTRACT through this Assignment Agreement, should the DISTRICT, at its sole discretion, wish to cancel, void and/or terminate this Assignment Agreement at any future time, the DISTRICT may do so by providing written notice to CONSTRUCTION MANAGER. In such an event, simultaneously upon communication of written notice, this Assignment Agreement shall be deemed canceled, voided and/or terminated and the DISTRICT and CONSTRUCTION MANAGER shall look solely to and be bound by the original terms of the Construction Management (At-Risk) Services Agreement and DISTRICT and TRADE CONTRACTOR shall look solely to and be bound by the TRADE CONTRACT. If this Assignment Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the Construction Management (At-Risk) Services Agreement shall nevertheless remain in full force and effect.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1. CONSTRUCTION MANAGER represents and warrants to the DISTRICT that it is a corporation duly organized, in good standing and validly existing under the laws of the State of California. The execution, delivery and performance of this Agreement by CONSTRUCTION MANAGER has been duly authorized.

2.2. The DISTRICT represents and warrants to CONSTRUCTION MANAGER that the DISTRICT is duly organized and in good standing and validly existing under the laws of the State of California. The execution, delivery and performance of this Agreement by the DISTRICT has been duly authorized.

ARTICLE III MISCELLANEOUS

3.1. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede

all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

3.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

3.3. Notices. Notices, offers, requests or other communications required to be given by either party pursuant to the terms of this Agreement shall be given in writing to the respective parties.

3.4. Counterparts. This Agreement, and the other documents referred to herein or therein, may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

3.5. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Neither party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such assignment shall be void; provided, however, either party may assign this Agreement to a successor entity in conjunction with such party's reincorporation.

3.6. Severability. If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

3.7. Authority. Each of the parties hereto represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms.

3.8. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement.

3.9. Attorneys' Fees. Should either party initiate any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other appropriate relief.

WHEREFORE, the parties have signed this Assignment Agreement effective as of the date first set forth above.

SIERRA SANDS UNIFIED SCHOOL
DISTRICT

BARNHART-BALFOUR BEATTY, INC.

By: _____
Joanna Rummer, Superintendent

By: _____
Eric Stenman, President

"TRADE CONTRACTOR"

"TRADE CONTRACTOR'S SURETY"

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____
(Title)

Its: _____
(Title)

EXHIBIT "C"

Guaranteed Maximum Price Proposal as Accepted by District
01-06-11

Burroughs High School - Engineering and Design CTE Facility							
Bid Package No.	Description	Low Bidder			Totals	Remarks / Contractor's Name	
1	1	Demolition, Site Clearing, Earthwork	\$ 132,000		\$ 132,000	LAP Pipeline	
2	2	Asphalt Paving	\$ 196,400		\$ 196,400	Asphalt Allowance / Rebid Recommended	
3	3	Concrete	\$ 499,522		\$ 499,522	Abilities Unlimited	
4	4	Chain Link Fences and Gates	\$ 24,617		\$ 24,617	Harris Steel Fence, Co.	
5	5	Concrete & Glass Unit Masonry	\$ 184,000		\$ 184,000	Nibbelink Masonry	
6	6	Ornamental Formed Metals (DELETED)			\$ -	N/A	
7	7	Structural Steel	\$ 400,627		\$ 400,627	Wide Flange Steel	
8	8	Rough Carpentry	\$ 110,320		\$ 110,320	Jim Martin Construction Co., Inc.	
9	9	Finish Carpentry	\$ 42,891		\$ 42,891	K & Z Cabinet Co.	
10	10	Cold Process Built-Up Asphalt Roofing	\$ 245,815		\$ 245,815	Garcia Roofing, Inc.	
11	11	Hollow Metal Doors and Frames	\$ 80,222		\$ 80,222	Jim Martin Construction	
12	12	Aluminum Windows	\$ 74,685		\$ 74,685	Country Glass, Inc.	
13	13	Insulated Translucent	\$ 212,000		\$ 212,000	Hamwood Construction	
14	14	Building Insulation / Finishes	\$ 783,000		\$ 783,000	Alma Construction Co., Inc.	
15	15	Tile	\$ 30,400		\$ 30,400	Inland Pacific Tile, Inc.	
16	16	Resilient Rubber Flooring	\$ 46,622		\$ 46,622	Floor Tech America	
17	17	Paints	\$ 49,000		\$ 49,000	C Martin Company, Inc.	
18	18	Specialties	\$ 98,220		\$ 98,220	Inland Empire Architectural Specialties	
19	19	Mechanical & EMS	\$ 761,863		\$ 761,863	DAC/Campbell Heating	
20	20	Plumbing	\$ 438,656		\$ 438,656	Taft Plumbing	
21	21	Fire Sprinkler System	\$ 62,250		\$ 62,250	RLH Fire Protection	
22	22	Electrical	\$ 749,400		\$ 749,400	Reyes & Sons Electric Co.	
23							
24							
25							
26							
27		SUBTOTAL: Prime Trade Contractors	\$ 5,222,510		\$ 5,222,510		
28		Scope Interface Contingency (1%)	\$ 52,225		\$ 52,225		
29		Construction Contingency (2%)	\$ 104,450		\$ 104,450		
		Trade CO #1 Allowance (VE changes)	\$ 30,000		\$ 30,000		
30		SUBTOTAL: Contractors + Contingency	\$ 5,409,185		\$ 5,409,185		
31		General Conditions (12 mo. Schedule)	\$ 525,293		\$ 525,293		
32		SUBTOTAL: Contractors + CM Contingency + GC's	\$ 5,934,478		\$ 5,934,478		
33		General Liability Ins. @ 0.75%	\$ 44,509		\$ 44,509		
34		Builders Risk Insurance (COC Insurance) @ 0.65%	By District		By District		
35		SUBTOTAL: Contractors + CM Contingency + GC's + GL Ins.	\$ 5,978,986		\$ 5,978,986		
36		Builder's Fee @ 4%	\$ 239,159		\$ 239,159		
37		SUBTOTAL: Contractors + CM Contingency + GC's + GL Ins. + Fee	\$ 6,218,146		\$ 6,218,146		
38		Bond @ 1%	By Trades		By Trades		
39		Total Guaranteed Maximum Price:	\$ 6,218,146		\$ 6,218,146		
40							
41							
42		Total Guaranteed Maximum Price:	\$ 6,218,146		\$ 6,218,146		

barnhart
Barnhart Realty

Burroughs High School - Engineering and Design CTE Facility - General Conditions
JOB #14024000

COST CODE	DESCRIPTION	ESTQTY	UM	LABOR			MATERIAL			EQUIPMENT			TOTAL	
				WKYQTY	ESTUC	ESTCST	ESTUC	ESTCST	ESTUC	ESTCST	ESTUC	ESTCST	ESTCST	PLUS /
42010.31910001	SUPERVISION	52	WKS	40	1800	93600		0		0		0	93600	
42010.30113000	FIELD OFFICE RENTAL-NO/DIEM/OB	12	MTH		0	0	600	7200					7200	
42010.31800002	CLERK	52	WKS	20	345	17940		0		0		0	17940	
42035.20113200	OFFICE SUPPLIES	52	WKS		0	0	100	5200		0		0	5200	
42030.30125000	TELEPHONE SERVICE	12	MTH		0	0		0	400	4800			4800	
42030.30146000	SMALL TOOLS	52	WKS		0	0		0	75	3900			3900	
42030.30114000	FIELD TOILETS	12	MTH		0	0		0	400	4800			4800	
42035.30100800	PROJECT GAS, OIL & DIESEL	12	MTH		0	0	600	7200		0			7200	
42030.50306500	DUMPSTER RENTAL	12	MTH		0	0		0	750	9000			9000	
42030.30151000	CONSTRUCTION FENCE	1805	LF		0	0		0	4.3	6901.5			6901.5	
42010.30149000	DAILY CLEAN	52	WKS		50	2600		0		0		0	2600	
42030.30149000	FINAL CLEAN - BY DISTRICT	1	EA		0	0		0		0		0	0	
42010.31910003	PROJECT MANAGEMENT	52	WKS	30	1865	98980		0		0		0	98980	
42010.30128500	TRAVEL AND SUBSISTENCE	12	MTH		500	6000		0		0		0	6000	
42030.20128500	TRAVEL AND SUBSISTENCE	12	MTH		0	0		0	1800	21600			21600	
42010.31900001	PM SUPPORT	52	WKS		200	10400		0		0		0	10400	
42010.30182500	COST/SCHEDULING ENGINEER	52	MTH	6	155	8060		0		0		0	8060	
42010.31910004	PROJECT ENGINEER	52	MTH	10	750	39000		0		0		0	39000	
42010.30142500	EQUIPMENT MAINTENANCE	12	MTH		0	0		0	300	3600			3600	
42030.30100500	EQUIPMENT DEPRECIATION	12	MTH		0	0		0	750	9000			9000	
42030.10171000	TEMP ELECTRICAL SETUP	12	MTH		0	0		0	1300	15600			15600	
42030.30154500	SIGNAGE	1	EA		0	0	750	750		0		0	750	
	OWNER/SUBCONTRACTOR RELATIONS	12	MTH		0	0		0	300	3600			3600	
	SWPPP - INSTALL & MAINTAIN	12	MTH		0	0		0	2000	24000			24000	
					0	0		0		0		0	0	
					0	0		0		0		0	0	
					0	0		0		0		0	0	
					0	0		0		0		0	0	
	GC's Pay Item Totals					274,580		13,150		114,002			401,732	
	SUBTOTALS					274,580		13,150		114,002			401,732	
	BURDEN TOTAL @ 45%					123,561							123,561	
	JOB TOTALS					398,141							525,293	

EXHIBIT "B"

Board Recommendations

Burroughs High School – Engineering and Design CTE Facility

Bid Package #1 - Demolition, Site Clearing, Earthwork

There were two bids received on 12/16/10 for bid package #1. The scope of this work consists of site demolition, site clearing and earthwork.

Barnhart Balfour Beatty has reviewed the bids received and has determined that LAP Pipeline is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to LAP Pipeline in the amount of \$132,000.00

Bid Package #2 - Asphalt Paving

There were two bids received on 12/16/10 for bid package #2. The scope of this work consists of asphalt paving, base course, and pavement striping. The scope of this bid package was reduced from the original bid on 9/21/10. However, the bids received on 12/16/10 were substantially higher. Our investigation has revealed that the previous low bidders were unable to obtain a bond due to the 3 year warranty requirements. Therefore, it is our recommendation that the current bids for this package be rejected, and this package be re-bid with a one year warranty as is standard for this type of work.

Barnhart Balfour Beatty will include an adequate allowance within the GMP. Upon re-bid, the expected savings realized will be 100% returned to the district contingency.

Bid Package #3 - Concrete

There were four bids received on 12/16/10 for bid package #3. The scope of this work consists of concrete, formwork, concrete reinforcement, vapor barrier, cast in place concrete, embeds, and excavation and removal of spoils.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Abilities Unlimited is the lowest responsive bidder for this bid package. Abilities Unlimited does not hold the stated C-8 and C-50 license, however they do hold an acceptable type "A" contractors license. Barnhart Balfour Beatty recommends waiving the C license requirement since it posed no unfair advantage at bid time and recommends awarding this contract to Abilities Unlimited in the amount of \$499,522.00

Bid Package #4 - Chain Link Fences and Gates

There were three bids received on 9/21/10 for bid package #4. The scope of this work consists of chain link fencing and gates.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Harris Steel Fence is the lowest responsive bidder for this bid package. Though this contractor did not include the Designation of Subcontractors form in his bid documents, our review has determined this omission did not create any advantage over the other bidders. Barnhart Balfour Beatty recommends awarding this contract to Harris Steel Fence Co in the amount of \$24,617.00.

EXHIBIT "B"

Board Recommendations

Burroughs High School – Engineering and Design CTE Facility

Bid Package #5 - Concrete & Glass Unit Masonry

There were five bids received on 9/21/10 for bid package #5. The scope of this work consists of glass unit masonry, concrete unit masonry, CMU blockouts, structural steel embeds, anchor bolts and hardware.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Nibbelink Masonry is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Nibbelink Masonry in the amount of \$184,000.00

Bid Package #6 - Ornamental Formed Metals

This bid package's scope of work was deleted as a means of value engineering. There is no contract to be awarded.

Bid Package #7 - Structural Steel

There were three bids received on 9/21/10 for bid package #7. The scope of this work consists of structural steel, steel joists, metal fabrications and the provision of embeds.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Wide Flange Steel is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Wide Flange Steel in the amount of \$400,627.00

Bid Package #8 - Rough Carpentry

There were five bids received on 12/16/10 for bid package #8. The scope of this work consists of rough carpentry and framing.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Jim Martin Construction is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Jim Martin Construction in the amount of \$110,320.00

Bid Package #9 - Finish Carpentry

There were three bids received on 9/21/10 for bid package #9. The scope of this work consists of finish carpentry and architectural woodwork. .

Barnhart Balfour Beatty has reviewed the bids received and has determined that K & Z Cabinet Co. is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to K & Z Cabinet Co. in the amount of \$42,891.00

EXHIBIT "B"

Board Recommendations

Burroughs High School – Engineering and Design CTE Facility

Bid Package #10 - Cold Process Built-Up Asphalt Roofing

There were six bids received on 12/16/10 for bid package #10. The scope of this work consists of cold process built up roofing, flashing and sheet metal, tubular daylighting devices, roofing specialties and misc sheet metal.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Garcia Roofing is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Garcia Roofing Inc in the amount of \$245,815.00

Bid Package #11 - Hollow Metal Doors and Frames

There were two bids received on 9/21/10 for bid package #11. The scope of this work consists of hollow metal doors and frames and all finish hardware.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Jim Martin Construction is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Jim Martin Construction in the amount of \$80,222.00

Bid Package #12 - Aluminum Windows

There were two bids received on 9/21/10 for bid package #12. The scope of this work consists of aluminum windows, entrances and storefronts, glass and glazing.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Country Glass Inc is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Country Glass Inc in the amount of \$74,685.00

Bid Package #13 - Insulated Translucent

There was one bid received on 12/16/10 for bid package #13. The scope of this work consists of the Kalwall insulated translucent sandwich panel system.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Harwood Construction Inc is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Harwood Construction Inc in the amount of \$212,000.00

Bid Package #14 - Building Insulation / Finishes

There were four bids received on 12/16/10 for bid package #14. The scope of this work consists of building insulation, lath and plaster, firestopping, siding panels, gypsum board, acoustical ceiling tiles, metal stud framing and support assemblies.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Alma Construction Company Inc. is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Alma Construction Company Inc in the amount of \$783,000.00

EXHIBIT "B"

Board Recommendations

Burroughs High School – Engineering and Design CTE Facility

Bid Package #15 - Tile

There were four bids received on 9/21/10 for bid package #15. The scope of this work consists of ceramic tile.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Inland Pacific Tile Inc is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Inland Pacific Tile Inc in the amount of \$30,400.00

Bid Package #16 - Resilient Rubber Flooring

There were three bids received on 9/21/10 for bid package #16. The scope of this work consists of resilient flooring, rubber base, carpet, and walk off mats.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Floor Tech America is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Floor Tech America in the amount of \$46,622.00

Bid Package #17 - Paints

There were six bids received on 9/21/10 for bid package #17. The scope of this work consists of paints and coatings.

Barnhart Balfour Beatty has reviewed the bids received and has determined that C. Martin Company is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to C. Martin Company in the amount of \$49,000.00

Bid Package #18 - Specialties

There were four bids received on 12/16/10 for bid package #18. The scope of this work consists of tackable wall panels, horizontal sliding visual display boards, overhead coiling door, toilet partitions, bathroom accessories, corner guards, signage, fire extinguishers and cabinets, projection screens and projector ceiling mounts.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Inland Empire Architectural Specialties is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Inland Empire Architectural Specialties in the amount of \$98,220.00

Bid Package #19 - Mechanical & EMS

There were three bids received on 9/21/10 for bid package #19. The scope of this work consists of HVAC mechanical and EMS systems.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Campbell Heating and Air is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Campbell Heating and Air in the amount of \$761,863.00

EXHIBIT "B"

Board Recommendations

Burroughs High School – Engineering and Design CTE Facility

Bid Package #20 - Plumbing

There were four bids received on 9/21/10 for bid package #20. The scope of this work consists of all building plumbing, site water, sewer, gas, and storm drain systems, booster pump and access panels.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Taft Plumbing is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Taft Plumbing in the amount of \$438,656.00

Bid Package #21 - Fire Sprinkler System

There were four bids received on 9/27/10 for bid package #21. The scope of this work consists of the automatic fire sprinkler system.

Barnhart Balfour Beatty has reviewed the bids received and has determined that CMA Fire Protection dba RLH Fire Protection is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to CMA Fire Protection dba RLH Fire Protection in the amount of \$62,250.00

Bid Package #22 - Electrical

There were three bids received on 12/16/10 for bid package #22. The scope of this work consists of the electrical, lighting, and low voltage systems.

Barnhart Balfour Beatty has reviewed the bids received and has determined that Reyes & Sons Electric Co is the lowest responsive bidder for this bid package and therefore recommends awarding this contract to Reyes & Sons Electric Co in the amount of \$749,400.00

EXHIBIT "B"

Board Recommendations

BID RESULTS FOR BURROUGHS HIGH SCHOOL - ENGINEERING AND DESIGN CTE FACILITY
SEPTEMBER 21, 2010 and DECEMBER 16, 2010

Bid PKG	Name	Bid Day Results 9-27-10 (BP #21 only)	Inv. BP 9-27-10 & 9-27-10	Estimated Cost With VE Modifications	Bid Day Results 12-16-10	Inv. BP 12-16-10	Recommendation
1	Demolition, Site Clearing, Earthwork						
	Cooley Construction, Inc.	\$ 200,000	\$ 200,000	\$ 120,000	\$ 213,800	\$ 132,000	LAP Pipeline
	LAP Pipeline	\$ 245,000			\$ 132,000		
2	Asphalt Paving						
	Burch Construction	\$ 181,970	\$ 113,900	\$ 95,900	\$ 253,634	\$ 196,400	REBID
	Cooley Construction, Inc.	\$ 200,000			\$ 196,400		
	Eric Onstott Construction	\$ 144,990			N/A		
	Kern Asphalt Paving & Sealing	\$ 113,900			N/A		
3	Concrete						
	Abilities Unlimited	\$ 612,314	\$ 475,700	\$ 445,700	\$ 498,522	\$ 499,522	Abilities Unlimited
	CTI Concrete & Masonry	\$ 475,700			\$ 513,000		
	Davis Moreno Construction, Inc.	\$ 949,000			\$ 868,000		
	Imac Construction, Inc.	N/A			\$ 565,000		
4	Chain Link Fences and Gates						
	Alcon Fence	\$ 60,112	\$ 24,617	\$ 24,617	NO REBID OF THIS BP	\$ 24,617	Harris Steel Fence, Co.
	Our Valley Fence Company	\$ 45,000			N/A		
	Harris Steel Fence, Co.	\$ 24,617			N/A		

EXHIBIT "B"

Board Recommendations

BID RESULTS FOR BURROUGHS HIGH SCHOOL - ENGINEERING AND DESIGN CTE FACILITY
SEPTEMBER 21, 2010 and DECEMBER 16, 2010

Bid PKG	Name	Bidding Results 9/21/10 (BP #21 only)	Low Bid 9/21/10 9:27:49	Estimated Cost With VE Modifications	Bidding Results 12-16-10	Low Bid 12-16-10	Recommendation
5	Concrete & Glass Unit Masonry		\$ 184,000	\$ 184,000	NO REBID OF THIS BP	\$ 184,000	Nibbelink Masonry
	Industrial Masonry, Inc.	\$ 253,980			N/A		
	Kretschmar & Smith, Inc.	\$ 217,000			N/A		
	New Dimension Masonry	\$ 245,840			N/A		
	Nibbelink Masonry	\$ 184,000			N/A		
	CTI Concrete & Masonry	\$ 232,000			N/A		
6	Ornamental Formed Metals	NO BIDS RECEIVED			DELETED SCOPE		
7	Structural Steel		\$ 400,627	\$ 400,627	NO REBID OF THIS BP	\$ 400,627	Wide Flange Steel
	Blazing Industrial Steel, Inc.	\$ 492,000			N/A		
	Wide Flange Steel	\$ 400,627			N/A		
	Golden State Steel	\$ 470,970			N/A		
8	Rough Carpentry		\$ 175,000	\$ 125,000		\$ 110,320	Jim Martin Construction Co., Inc.
	Cuyamaca	\$ 182,000			\$ 138,000		
	Davis Moreno Construction, Inc.	\$ 498,000			\$ 394,000		
	Don Kinzel Construction	N/A			\$ 123,000		
	Hanes & Associates, Inc.	\$ 175,000			\$ 169,000		
	Jim Martin Construction Co., Inc.	N/A			\$ 110,320		

EXHIBIT "B"

Board Recommendations

BID RESULTS FOR BURROUGHS HIGH SCHOOL - ENGINEERING AND DESIGN CTE FACILITY
SEPTEMBER 21, 2010 and DECEMBER 16, 2010

BID PKG	Name	Bid Day Results 9/21/10 and 9/27/10 (BP #2 only)	Low Bid 9/21/10 & 9/27/10	Estimated Cost with VE Modifications	Bid Day Results 12-16-10	Low Bid 12-16-10	Recommendation
9	Finish Carpentry		\$ 42,891	\$ 42,891	NO REBID OF THIS BP	\$ 42,891	K & Z Cabinet Co.
	David M. Berlino Mfg.	\$ 53,010			N/A		
	K & Z Cabinet Co.	\$ 42,891			N/A		
	Stolo Cabinets	\$ 76,674			N/A		
10	Cold Process Built-Up Asphalt Roofing		\$ 323,000	\$ 278,000		\$ 245,815	Garcia Roofing, Inc.
	Bell Roof Co., Inc.	\$ 448,216			\$ 338,845		
	Best Contracting Services	\$ 386,700			\$ 298,620		
	Challenger Sheet Metal	N/A			\$ 429,000		
	Garcia Roofing, Inc.	N/A			\$ 245,815		
	Graham Prewett	\$ 323,000			\$ 280,000		
	Lether Roofing	N/A			\$ 447,668		
	Applied Roof Engineering, Inc.	\$ 358,855			N/A		
11	Hollow Metal Doors and Frames		\$ 80,222	\$ 80,222	NO REBID OF THIS BP	\$ 80,222	Jim Martin Construction
	Davis Moreno	\$ 188,000			N/A		
	Jim Martin Construction	\$ 80,222			N/A		
12	Aluminum Windows		\$ 74,685	\$ 74,685	NO REBID OF THIS BP	\$ 74,685	Country Glass, Inc.
	Country Glass, Inc.	\$ 74,685			N/A		
	Queen City Glass, Co.	\$ 91,085			N/A		

EXHIBIT "B"

Board Recommendations

BID RESULTS FOR BURROUGHS HIGH SCHOOL - ENGINEERING AND DESIGN CTE FACILITY
SEPTEMBER 21, 2010 and DECEMBER 16, 2010

Bid PKG	Item	Bid Results 9/21/10 and 9/27/10 (EP #20 only)	Low Bid 9/29/10 & 9/27/10	Estimated Cost with VE Modifications	Bid/Bid Results 12/16/10	Low Bid 12/16/10	Recommendation
13	Insulated Translucent		\$ 253,000	\$ 163,000		\$ 212,000	Harwood Construction
	Harwood Construction	\$ 253,000			\$ 212,000		
	AVERAGE						
14	Building Insulation / Finishes		\$ 517,000	\$ 477,000		\$ 783,000	Alma Construction Co., Inc.
	Alma Construction Co., Inc.	N/A			\$ 783,000		
	JTS Construction	\$ 897,500			\$ 858,500		
	Standard Drywall, Inc.	\$ 978,250			\$ 798,000		
	Superior Wall Systems, Inc.	\$ 999,584			\$ 860,584		
	Emerald Point Development	\$ 517,000					
	Caston, Inc.	\$ 580,585					
15	Tile		\$ 30,400	\$ 30,400	NO REBID OF THIS BP	\$ 30,400	Inland Pacific Tile, Inc.
	Continental Marble & Tile	\$ 49,061			N/A		
	Hunter Construction	\$ 45,000			N/A		
	Inland Pacific Tile, Inc.	\$ 30,400			N/A		
	J Dean Ballard & Sons, Tile & Marble Co.	\$ 57,950			N/A		
16	Resilient Rubber Flooring		\$ 46,622	\$ 46,622	NO REBID OF THIS BP	\$ 46,622	Floor Tech America
	Floor Tech America	\$ 46,622			N/A		
	Hoover Flooring	\$ 85,500			N/A		
	Mike Custom Flooring	\$ 48,000			N/A		

EXHIBIT "B"

Board Recommendations

BID RESULTS FOR BURROUGHS HIGH SCHOOL - ENGINEERING AND DESIGN CTE FACILITY
SEPTEMBER 21, 2010 and DECEMBER 16, 2010

Bid PKG	Name	5/27/10 Results 9/27/10 (BP #21 only)	Low Bid 9/27/10 & 9/27/10	Estimated Total With VE Modifications	Bid Day Results 12/16/10	Low Bid 12/16/10	Recommendation
17	Paints		\$ 49,000	\$ 49,000	NO REBID OF THIS BP	\$ 49,000	C Martin Company, Inc.
	C Martin Company, Inc.	\$ 49,000			N/A		
	CT Georgiou Painting	\$ 71,600			N/A		
	Painting & Décor	\$ 93,900			N/A		
	The Vasquez Company	\$ 56,447			N/A		
	Antoniós Economos	\$ 110,700			N/A		
	Elite Painting	\$ 57,000			N/A		
18	Specialties		\$ 181,234	\$ 96,234	\$ 290,000	\$ 98,220	Inland Empire Archit. Spec.
	Davis Moreno Construction, Inc.	\$ 569,000			\$ 113,600		
	Inland Building Construction Co.	N/A			\$ 98,220		
	Inland Empire Architectural Specialties	\$ 181,234			\$ 147,500		
	JTS Construction	N/A					
19	Mechanical & EMS		\$ 761,863	\$ 761,863	NO REBID OF THIS BP	\$ 761,863	DAC/Campbell Heating
	ACH Mechanical Contractor	\$ 807,000			N/A		
	Circulating Air, Inc.	\$ 774,000			N/A		
	DAC/Campbell Heating	\$ 761,863			N/A		
20	Plumbing		\$ 438,656	\$ 438,656	NO REBID OF THIS BP	\$ 438,656	Taft Plumbing
	Bear State Plumbing	\$ 494,415			N/A		
	HPS Mechanical, Inc.	\$ 584,945			N/A		
	PVC Mech	\$ 448,500			N/A		
	Taft Plumbing	\$ 438,656			N/A		

The Following Bid Packages Were Re-Bid: #1, #2, #3, #8, #10, #13, #14, #18 and #22

12/30/2010

Board Recommendations

SEPTEMBER 21, 2010 and DECEMBER 16, 2010

BID RESULTS FOR BURROUGHS HIGH SCHOOL - ENGINEERING AND DESIGN CTE FACILITY							
SEPTEMBER 21, 2010 and DECEMBER 16, 2010							
BID PKG	Name	Bid Day Results 9/21/10 and 9/27/10 (B1-B27 only)	Low Bid 9/21/10 & 9/27/10	Estimated Cost with VE Modifications	Bid Day Results 12/16/10	Low Bid 12/16/10	Recommendation
21	Fire Sprinkler System		\$ 62,250	\$ 62,250	NO REBID OF THIS BP	\$ 62,250	RLH Fire Protection
	A-1 Fire Protection, Inc.	\$ 99,145			N/A		
	Daart Engineering	\$ 89,843			N/A		
	Summit Fire Protection	\$ 74,900			N/A		
	RLH Fire Protection	\$ 62,250			N/A		
22	Electrical		\$ 720,000	\$ 680,000		\$ 749,400	Reyes & Sons Electric Co.
	Cove Electric, Inc.	\$ 791,936			\$ 794,465		
	CSI Electrical Contractors, Inc.	N/A			\$ 892,945		
	Reyes & Sons Electric Co.	\$ 720,000			\$ 749,400		
	AC Electric	\$ 990,825			N/A		
	Baker Electric	\$ 1,048,000			N/A		
	BEC, Inc.	\$ 1,178,000			N/A		
	Tes Electrical	\$ 819,900			N/A		
	TOTALS		\$ 5,154,667	\$ 4,676,667		\$ 5,222,510	

3. CONSENT CALENDAR

3.1 Approval of Recommendation for Expulsion, Expulsion Cases and #6 1011

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion cases:

Expulsion Case #06 1011: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 fall semester and the 2010-11 spring semester, allowing the student to reapply for admission in August, 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendations for expulsion, Expulsion Cases #06 1011 as presented.

4. EDUCATIONAL ADMINISTRATION

4.1 Board of Education Self Evaluation

The board will meet to conduct a self evaluation