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OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date November 30, 2016

Subject Agreement for Construction Management - Cordoba Corporation - Division of Facilities Planning and Management Project

Action Requested Approval by the Board of Education of Agreement for Construction Management between District and Cordoba Corporation, San Francisco, CA, for the latter to provide Construction Management Services in conjunction with the Division of Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 1, 2016 and concluding no later than November 30, 2017, in an amount not to exceed \$900,000.00.

Discussion Construction management services to supplement district staff.

LBP (Local Business Participation Percentage) 50.00%

Procurement Method RFP/RFQ Process

Recommendation Approval by the Board of Education of Agreement for Construction Management between District and Cordoba Corporation, San Francisco, CA, for the latter to provide Construction Management Services in conjunction with the Division of Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 1, 2016 and concluding no later than November 30, 2017, in an amount not to exceed \$900,000.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement for Construction Management including scope of work
- Certificate of Insurance
- Consultant Proposal

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND**

CORDOBA CORPORATION

FOR

CONSTRUCTION MANAGEMENT SERVICES

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of the 27th day of October, 2016, between the **Oakland Unified School District** ("District") and **Corboda Corporation** ("Construction Manager") (individually a "Party," and collectively the "Parties"), for the construction management and administration of various construction Projects as part of the District's 2012 Measure J Bond Program ("Program").

RECITALS

WHEREAS, Construction Manager has experience and established capability in public works construction management,

WHEREAS, The District desires that the Construction Manager render professional services to assist in the management of the 2012 Measure J Bond Program,

WHEREAS, represents itself able and, for a consideration, is willing to perform the services required by the District.

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

Article 1. Definitions

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

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

Article 2. Scope, Responsibilities and Services of Construction Manager

- 2.1. **Scope:** Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that the Construction Manager's Services described herein are based on a design-bid-build construction manager / general contractor structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / multiple-prime structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 2.2. **Coordination:** In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives, specifically including but not limited to District's Program Manager, as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs Consultant(s), the Construction Manager shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of the District's Labor Compliance Program, if any.
- 2.3. **Construction Manager's Services:** Construction Manager shall act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed

signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

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

2.5. **Construction Cost Budget:** The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Design Team, Program Manager and the District throughout construction.

2.5.1. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.

2.5.2. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.

Article 3. Construction Manager Staff

3.1. The Construction Manager has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities. The fees included here are subject to a 3% escalation rate if this contract is amended or extended beyond the original one-year term.

Key Personnel:

Executive Director:	175.00
Senior Construction Management	\$160.00
Construction Manager	\$145.00
Project Engineer #1:	\$105.00
Project Assistant/Project Engineer	\$105.00
Project Admin:	\$ 65.00

3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease

to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

Article 4. Schedule of Work

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

Article 5. Construction Cost Budget

- 5.1. The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Design Team and the District throughout construction.
- 5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.3. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Construction Manager:

A not-to-exceed amount equal to Nine hundred thousand \$900,000.00 for all services contracted for under this Agreement and based on the Fee Schedule attached to **Exhibit "D."**

- 6.2. District shall pay Construction Manager the Fee pursuant to the provisions

herein and in **Exhibit "D."**

- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.
- 6.4. The Construction Manager's fee ("Fee") set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

Article 7. Payment for Extra Services

- 7.1. District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Construction Manager's Fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 7.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

Article 8. Ownership of Data

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

Article 9. Termination of Agreement

- 9.1. If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement

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

- 9.3. The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.5. If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the Fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

Article 10. Indemnity

- 10.1. Construction Manager shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, members, and volunteers ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Construction Manager, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Construction Manager's liability as to the active or sole negligence or willful

misconduct of the District.

- 10.2. Construction Manager shall defend and pay all costs, expenses and fees to defend the Indemnified Parties, from any and all Claim(s), to the extent that the Claim(s) arises out of, pertains to, or relates to the alleged negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Construction Manager, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the Indemnified Parties.

Article 11. Fingerprinting

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

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.
- 12.2. The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and

responsibilities shall be described in written agreement(s) between the District and design professional(s).

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

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. In any dispute between the District and the Construction Manager, Construction Manager shall not be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, in a dispute arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.4. The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of

insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

Article 14. Insurance

14.1. Construction Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees and Consultant(s).

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

14.2.1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

14.2.4. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.

14.2.5. **Professional Liability.** This insurance shall cover the Construction Manager and his/her Consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

~~14.2.6. **Pollution Legal Liability.** Legal Liability coverage for bodily injury, property damage, environmental damage, emergency response expense, claim expense and business interruption costs caused by pollution incidents arising from Consultant's performance of any portion of the Services. Two million dollars (\$2,000,000) per occurrence. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.~~

- 14.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.5. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form.
- 14.5.2. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 14.5.3. For any claims related to this Project, the Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.
- 14.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 14.5.5. The Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 14.6. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.
- 14.7. **Verification of Coverage:** Construction Manager shall furnish the District

with:

14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

Article 15. Nondiscrimination

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program

Construction Manager shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.

Article 17. Covenant Against Contingent Fees

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

Article 18. Entire Agreement/Modification

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

specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

Article 19. Non-Assignment of Agreement

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

Article 20. Law, Venue

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 21. Alternative Dispute Resolution

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

Article 22. Severability

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

Article 23. Employment Status

- 23.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.

- 23.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (and offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Warranty of Construction Manager

- 24.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 24.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.

- 24.3. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Construction Manager agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 25. Cost Disclosure - Documents and Written Reports

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

Article 26. Communications / Notice

Notices and communications between the Parties may be sent to the following addresses:

<u>District</u> OUSD 955 High Street Oakland, CA 94601 Attn: Joe Dominguez	<u>Construction Manager</u> Cordoba Corporation 461 Second Street, Suite 454T San Francisco, CA 94107 Attn: Michael Boomsma
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The Parties, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 27. Disabled Veteran Business Enterprise Participation

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

Article 28. Other Provisions

- ~~28.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its~~

~~proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.~~

- 28.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.
- 28.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

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

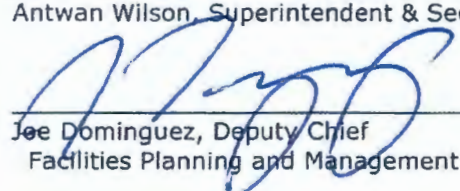
OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

12/1/16
Date


Antwan Wilson, Superintendent & Secretary, Board of Education

12/1/16
Date


Joe Dominguez, Deputy Chief
Facilities Planning and Management

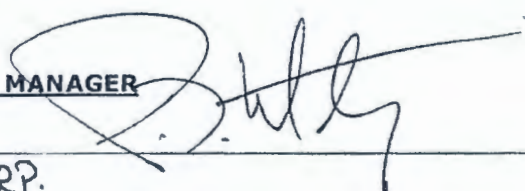
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

11.14.16
Date

CONSTRUCTION MANAGER


CORDOBA CORP.
EVP & COO
Randall D. Martinez

11/9/2016
Date

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

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

1. BASIC SERVICES

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

interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.

- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Provide and maintain a management team on the Project site.
- 1.11. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.12. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.13. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.
 - 1.13.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's Consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.14. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.15. Construction Manager is NOT responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required and Construction Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:
 - 1.15.1. Ground contamination or hazardous material analysis.
 - 1.15.2. Any asbestos testing, design or abatement.
 - 1.15.3. Compliance with the CEQA, except that Construction Manager shall provide current information for use in CEQA compliance documents.
 - 1.15.4. Historical significance report.

- 1.15.5. Soils investigation.
- 1.15.6. Geotechnical hazard report.
- 1.15.7. Topographic survey, including utility locating services.
- 1.15.8. Other items specifically designated as the District's responsibilities under this Agreement.

2. GENERAL SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its Design Team.
- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Construction Manager may be required to attend each meeting of the District's governing board, and to provide updates at each meeting. In addition, the Construction Manager shall attend District property committee meetings, Facilities Sub Committee, Citizen Bond Oversight Committee meetings, or other Project-related meetings within the community.

3. PRECONSTRUCTION PHASE (if required)

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to District and Project Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project Design Team to the contractor(s).
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including District, Design Team, and construction contractor(s).
- 3.3. **Value Engineering.** Provide value engineering that will consist of a review

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

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

- 3.4. **Constructability Reviews.** The Construction Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Construction Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.
- 3.5. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.6. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.7. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.8. Construction Manager shall in consultation with District and according to District approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 3.9. Work with the Design Team to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for District's approval.

- 3.10. Work with the Design Team to separate the construction phase for the Project into bid packages.
- 3.11. Conduct pre-award conferences with successful contractors.
- 3.12. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.
- 3.13. Coordinate with District staff, contractor(s), and school site staff, and develop a construction staging plans that shall accommodate, without limitation, school site occupancy, parking, traffic, and safety.
- 3.14. Ensure that contractor(s) timely obtain all required permits, inspections, and approvals necessary to complete the Project.

4. CONSTRUCTION PHASE

- 4.1. Administer the construction contracts.
- 4.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District. Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 4.3. Assist District in resolving issues pertaining to the plans and specifications. Assist District in review and approval of requests for substitution of materials or any deviation from the plans and specifications that are made by the Design Team or contractor(s).
- 4.4. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 4.5. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and the Design Team.
- 4.6. Attend Project job site meetings.
- 4.7. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that

require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.

- 4.8. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 4.9. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 4.10. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the Design Team and the District copies of these authorizations.
- 4.11. Develop, implement, and coordinate with assistance from the District, the Design Team, and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 4.12. The Construction Manager shall review the Contractor(s)' Safety Program submittals and review and document the implementation of the Contractor(s)' Safety Program. The Construction Manager shall report any observed deviations from the Contractor(s)' Safety Program and applicable CalOSHA requirements to the appropriate contractor personnel and follow-up with a written safety notice to both the contractor and the District. Neither the Construction Manager nor the District shall be responsible for or have any liability for contractors(s) failure to provide, comply with or enforce said safety programs.
- 4.13. Record the progress of the Project by a daily log.
- 4.14. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 4.15. Negotiate contractor's proposals and review change orders prepared by the Design Team, with the Design Team's input as needed, for approval by the District's governing board. Coordinate with Contractor(s) and Design Team to provide District change order documentation in standard District format. Assist District to prepare reports for the District's governing board on change orders and the status of all Project contingency funds.

- 4.16. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 4.17. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 4.18. Assist District in selecting and retaining special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, surveyors, and testing laboratories, and coordinate their services.
- 4.19. Assist District in review and approval of uses of any Project contingency fund.
- 4.20. In conjunction with the Inspector and the Design Team, monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the Construction Documents and all DSA requirements. As appropriate, with assistance from the Design Team and the Inspector, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the construction Contract Documents.
- 4.21. To protect District against defects in the work of the construction contractor(s), Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 4.21.1. Accepted industry standards;
 - 4.21.2. Applicable laws, rules, or ordinances; and
 - 4.21.3. The design documents and Contract Documents;
- 4.22. Where the work of a Construction contractor does not conform as set forth above, Construction Manager shall, with the input of the Design Team:
 - 4.22.1. Notify the District of any non-conforming work observed by the Construction Manager;
 - 4.22.2. Reject the non-conforming work; and
 - 4.22.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 4.23. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.
- 4.24. Establish and implement procedures, in collaboration with the District and the Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the Design Team for review and approval. Maintain submittal and shop drawing logs.

- 4.25. Record the progress of work at the Project. When present, prepare daily

reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

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

5. PROJECT COMPLETION

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

- 5.4. The Construction Manager shall conduct, with the District, the Architect(s), the Design Team and Inspector, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of final completion.
- 5.5. The Construction Manager shall consult with the District, the Architect(s), the Design Team and Inspector and shall determine when the Project and the contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

6. FINAL DOCUMENTS

- 6.1. The Construction Manager shall review, monitor and approve all as built drawings, maintenance and operations manuals, warranty/guarantee certificates, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.
- 6.2. The Construction Manager shall use its best efforts and all due diligence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion or DSA's approval of the Project."

7. WARRANTY

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

8. AUDIT

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

EXHIBIT "B"
CRITERIA AND BILLING FOR EXTRA SERVICES

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

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

EXHIBIT "C"
SCHEDULE OF WORK

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

EXAMPLE

1. Construction Manager shall perform the work diligently as described in **Exhibit "A"** in accordance with the "Schedule of Work" set forth herein, and shall commence work upon receipt of any applicable Notice to Proceed ("NTP") from District. Construction Manager acknowledges and agrees time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.
2. Schedule of Work:

ACTIVITY	ESTIMATED DURATION	ANTICIPATED START DATE (SUBJECT TO CHANGE)
Board Approval of Contract Award	N/A	
Mobilize Staff	x Days	
Construction Baseline Schedule Review	x Days	TBD: Anticipated May 2017
Contractor's Submittals Review	X Days	TBD: Anticipated May 2017
Construction Administration / Issuance of NTP	X Days from Issuance of NTP (upon commencement of Project construction)	TBD: Anticipated May 2017
Punchlist Development	30 Days	TBD: Anticipated Oct. 2018
DSA Close-Out	90 Days	TBD: Anticipated Oct. 2018

3. The Parties acknowledge and agree that the Schedule of Work is based on estimated days of duration and anticipated start dates, which are subject to change, including without limitation any milestone schedules which may be revised to accommodate the actual NTP date. Accordingly, upon issuance of the NTP, the Parties agree to amend in writing the Schedule of Work, as necessary and appropriate, to further clarify the schedule of activities and start dates therefor.
4. No changes, amendments, or alterations to the Schedule of Work set forth herein, including without limitation those which may impact the Construction Manager's Fee hereunder this Agreement, shall be effective unless in writing and signed by both Parties.
5. **Term.** Consultant shall commence providing Services under this Agreement on December

1, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on November 30, 2017. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law. Total cost not to exceed \$900,000.00.

Initial for Terms..

EXHIBIT "D"
FEE SCHEDULE

1. Compensation

- 1.1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
- 1.2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as indicated below.

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre- Construction Phase	as needed
Construction Phase	90%
Project Completion Phase (Close Out) - (Divided as indicated below)	10%
Sign Off On Punch List	3%
Receive and Review All M & O Documents	3%
Filing All DSA Required Close Out Documents	3%
Receiving DSA Close Out Certification	1%

- ~~1.3. District shall retain one percent (1%) of Construction Manager's fee or Ten Thousand Dollars (\$10,000), whichever is greater, until DSA has approved the Project.~~

2. Method of Payment

- 2.1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
- 2.2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
- 2.3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultants. No markup shall be allowed for Consultant costs in the performance of the Services.
- 2.4. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

3. Hourly Rates

- 3.1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services. The following rates are subject to a 3% escalation of each fiscal year, starting the beginning of FY2017/18.

Executive Director:	175.00
Senior Construction Management	\$160.00
Construction Manager	\$145.00
Project Engineer #1:	\$105.00
Project Assistant/Project Engineer	\$105.00
Project Admin:	\$ 65.00

- 3.2. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **three percent (3 %)**.

EXHIBIT "E"- CERTIFICATIONS

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

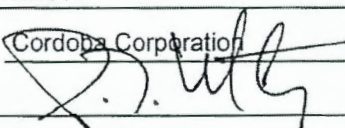
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 11/8/2016

Proper Name of Consultant: Cordoba Corporation

Signature: 

Print Name: Randall D. Martinez

Title: Executive V.P. and C.O.O.

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

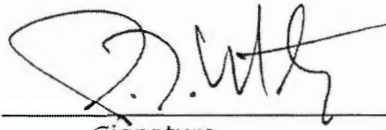
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CERTIFICATION**

I am aware of and hereby certify that neither Cordoba Corporation [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 8th day of November 2016 for the purposes of submission of this Agreement.

By:



Signature

Randall D. Martinez

Typed or Printed Name

Executive V.P. and C.O.O.

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

X Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

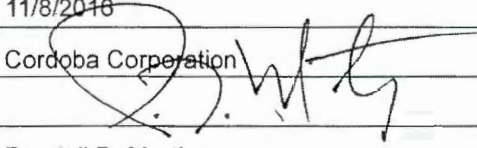
Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 11/8/2010
Proper Name of Consultant: Cordoba Corporation
Signature: 
Print Name: Randall D. Martinez
Title: Executive V.P. and C.O.O.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2016

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

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

PRODUCER BB&T Insurance Services of Orange County 2400 Katella Avenue Ste 1100 Anaheim, CA 92806	CONTACT NAME: Christy Mata	
	PHONE (A/C, No, Ext): 714 941-2870	FAX (A/C, No):
	E-MAIL ADDRESS: CMata@bbandt.com	
INSURED Cordoba Corporation 1401 N. Broadway Los Angeles, CA 90012	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6306C828151TIL16	01/20/2016	01/20/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		8100E226433TIL16	01/20/2016	01/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP6C828151TIL16	01/20/2016	01/20/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB6C870992TIL16	01/20/2016	01/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2012 Measure J Bond Program

Additional Insured to include per specifications: Oakland Unified School District and their representatives, consultants, trustees, officers, officials, employees, agents and volunteers.

Certificate Holder is named as Additional Insured, as respects General Liability, as required by written (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn Tadashi Nakadegawa
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Arden Marquez

DESCRIPTIONS (Continued from Page 1)

contract per the attached form CGD4140408 pg 1 and 2 of 2.

Primary Wording applies, as respects General Liability, as required by written contract per attached form CGD4140408 pg 1 and 2 of 2.

Additional Insured applies, as respects Auto Liability, as required by written contract per attached forms CAT3530609 pgs 1 of 4.

Primary Wording applies, as respects Auto Liability, as required by written contract per attached form CA00010310 pg 9 of 12.

Separation of Insureds form CG00011001 pg 12 of 16 applies, as respects General Liability, as required by written contract.

In the event of cancellation notification will be provided as outlined within the terms/conditions of the attached forms: ILT3180707 & WC040601.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received, and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

COMMON POLICY CONDITIONS – DELUXE

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of the cancellation. Coverage will continue in full force until such property is delivered and accepted.

5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right but not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake related only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans,

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 06 01 (A)

POLICY NUMBER UB6C870992TIL16

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.

DATE OF ISSUE: 01/20/16

ST ASSIGN:

Page 1 of 1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/09/2016

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

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

PRODUCER BB&T Insurance Services of Orange County 2400 Katella Avenue Ste 1100 Anaheim, CA 92806	CONTACT NAME: Christy Mata PHONE (A/C, No, Ext): 714 941-2870 FAX (A/C, No): E-MAIL ADDRESS: CMata@BBandT.com														
INSURED Cordoba Corporation 1401 N. Broadway Los Angeles, CA 90012	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lloyds</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyds		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

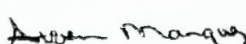
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab "Claims Made"			B0621PCORD000116	09/27/2016	09/27/2017	\$2,000,000 Per Claim/Ag Ded: \$25,000 Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2012 Measure J Bond Program

Verification of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn Tadashi Nakadegawa 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT SERVICES MEASURE J BOND PROGRAM

SUBMITTED BY

CORDOBA CORPORATION

August 18, 2016

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TRANSMITTAL LETTER



CORDOBA CORPORATION
LOS ANGELES • SAN FRANCISCO • SANTA ANA • SAN DIEGO

August 18, 2016

Tadashi Nakadegawa
Facilities Director
Oakland Unified School District
955 High Street
Oakland, CA 94601

Dear Mr. Nakadegawa:

Thank you for the opportunity to submit Cordoba Corporation's qualifications to the Oakland Unified School District's Request for Proposal to provide Construction Management services for the Measure J Bond Program.

We are bringing to the District a unique team. We will be partnering with the Baines Group, Inc. (BGI). Although Cordoba Corporation is the prime, BGI will comprise 50% of the participation. BGI is an established Oakland-based firm providing construction management, general contractors, and consulting. As a certified SLBE, and OUSD SLRBE the mandatory requirement for 50% local participation is easily met.

Cordoba Corporation and BGI are well known to each other, having worked together since 1997 (when an earlier version of BGI was a team member on our work at the Oakland Coliseum and Arena). Given our long term relationship, this is more than a prime/subcontractor, it is truly a team. Further, Cordoba Corp is providing mentoring for BGI as it expands its services and solidifies its expertise in the educational sector. During our earliest projects, Cordoba Corporation was a small, minority-owned business given the opportunity to gain additional experience and develop our capabilities. We are grateful to be in the position today as a mid-sized firm with a proven track record, to support a firm like BGI.

Cordoba Corporation has had an office in the Bay Area since 1989, with an office in Oakland from 1999 through 2014. In 2014, we had the opportunity to purchase an office in San Francisco. The fact that we have purchased the office further solidifies our long term commitment to the area. Our local work experience has included both the Peralta Community College District and Oakland Unified School District. Our partnership with BGI also benefits us as we to continue to expand Cordoba Corp's Bay Area presence.

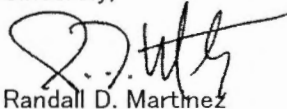
I am personally very excited about this opportunity. I know that the team of Cordoba Corporation and the Baines Group will exceed the expectations of the Oakland Unified School District. Cordoba



Corporation is located in San Francisco; BGI is located in Oakland. Both firms are minority-owned. Cordoba Corporation has grown from a small firm to a mid-sized firm, just as BGI is planning for growth. This team embodies the spirit of small, local businesses. On top of this, our team is absolutely qualified to perform the work! The commitment and expertise of our team provides the technical skills necessary to deliver quality facilities for the District, enabling you to meet the educational needs of the community.

We acknowledge Addendum #1 of this Request for Proposals. I look forward to discussing our qualifications with you further and in supporting the District with its goals.

Sincerely,



Randall D. Martinez

Executive Vice President and Chief Operating Officer



FIRM INFORMATION

Cordoba Corporation

Cordoba Corporation has a 33 year history of successfully completing education, transportation, water, and energy projects throughout California. We have been recognized as a top 100 professional Service and top 50 Program Management firm in the nation by Engineering News-Record, a New York City based magazine that covers the latest national trends in the construction industry. Additionally, we recently received the nationwide Lighthouse Beam Safety Award from BB&T Insurance Services for our outstanding safety performance in 2013 and 2014. Our specific emphasis is work in the public sector, either as a prime contractor or as a subcontractor to some of the largest firms in the country. Our projects span the state and contribute to the overall infrastructure of California. We have been involved in nearly every major infrastructure project in California, providing value to both our clients and their communities.

ENR THE TOP 100 PROFESSIONAL SERVICES FIRMS

June 11, 2014 • enr.com

The Top 50 Program Management Firms

RANK	FIRM	2013 REVENUE IN \$ MIL.	2013 REVENUE IN \$ MIL.	2013 REVENUE IN \$ MIL.
		TOTAL	PM	NON-PM
1	Ballinger Inc., Boston, Mass.	15.3	8.8	6.5
2	Parsons Brinckerhoff, Grand Prairie, Texas	14.0	6.6	7.4
3	URS, USA Inc., New York, N.Y.	13.7	6.4	7.3
40	CORDOBA CORP., Los Angeles, Calif.	22.6	8.8	13.8
41	Colson & Associates, New York, N.Y.	10.0	0.0	10.0
42	HLA, Columbus, Ohio	10.0	0.0	10.0

Construction Management-for-Fee/PM Firms

RANK	FIRM	2013 REVENUE IN \$ MIL.	2013 REVENUE IN \$ MIL.	2013 REVENUE IN \$ MIL.
		TOTAL	PM	NON-PM
1	Parsons Brinckerhoff, Grand Prairie, Texas	14.0	6.6	7.4
2	URS, USA Inc., New York, N.Y.	13.7	6.4	7.3
3	HLA, Columbus, Ohio	10.0	0.0	10.0
4	CORDOBA CORP., Los Angeles, Calif.	22.6	8.8	13.8
5	Colson & Associates, New York, N.Y.	10.0	0.0	10.0
6	The Hillier Group, New York, N.Y.	10.0	0.0	10.0

Our current fields of expertise and focus include:

- Education and Facilities Planning, Design, Program and Construction Management
- Transportation Systems
- Water and Energy, Power Generation, Transmission and Distribution

Cordoba Corporation has established a tradition of giving back in our communities. Cordoba Corporation was a founding board member of the Hispanic Chamber of Commerce of Alameda County and has served as a member of the Small Business Advisory group for both BART and EBMUD. Over the years Cordoba has worked with the Oakland Private Industry Council and the Fruitvale Unity Council to place apprentices on our construction projects and has used their



resources for our own staffing needs. In 2011 Cordoba Corp was a sponsor of the Oakland USD Facilities and Project Management's Internship Program and provided a speaker for the series to provide program 24 interns with insights to the business and engineering industry. This culture of making a difference is actively promoted within and results in significant participation by our employees in all manner of charitable and community building activities.

Cordoba Corporation's largest division is the education and facilities sector, where we are the prime contractor on each of our projects. Thirty percent of Cordoba's total gross revenue stems from providing PM/CM services (with CM comprising approximately 50% and design services 20%). Currently, we employ over 150 full-time staff, which includes licensed professionals and technical support. With nearly \$1.5 billion in construction projects currently under our management, we have



been fortunate to provide critical contributions to the successful completion of significant campus improvements to districts such as Bassett Unified School District, Long Beach Community College District, Los Angeles Unified School District, and Inglewood Unified School District, to name only a few. In the past five years alone, we have successfully completed over 50 bond construction projects using both traditional and alternate delivery methods. During our tenure with the Long Beach Community College District, Cordoba Corporation has delivered an extensive range of educational facilities including classrooms and administrative offices for over 11 continuous years. As a testament to the success at Long Beach, our Citizens Oversight Committee audit has posted zero findings for the last six (6) years in a row in both the performance and financial audits. That's 12 LBCCD Bond Management Team audits in a row with zero (0) findings!

Cordoba Corporation is a successful California-based firm, originally founded in Los Angeles, with a well-established Bay Area presence for over twenty-five years. Clients in the Bay Area have included the Peralta Community College District, BART, AC Transit, the Unity Council, to name only a few. Our projects have included among others, the following:

- BART Extension to SFO -- QA/QC inspections, document control, and field engineering
- Oakland Airport Connector -- planning, design, preliminary engineering, utility permitting
- Oakland Administration Building -- QA/QC monitoring, office engineering, permitting
- Fruitvale Transit Village -- civil engineering, preliminary design
- Transbay Terminal -- QC, field engineering, document control
- Harry Tracy Water Treatment Plant -- office engineering
- BART Transition Structure/Earthquake Safety Program -- document control, permitting, QA/QC



More importantly, we have been subcontractor to firms providing services to the Oakland Unified School District under two different contracts (1999-2003 and 2009 - 2011).

Cordoba Corporation's technical capabilities and experience are directly relevant to the requirements of the Oakland Unified School District. We have demonstrated experience on a variety of K-14 bond funded capital improvement programs providing an array of services ranging from full program and construction management to select staff augmentations.



Corporate Highlights

Cordoba Corporation is a nationally recognized program management, construction management, design and engineering firm. We are a mid-sized firm with 150 employees and a proven track record of providing the highest quality services to clients in the energy, transportation, education facilities, and water sectors.

Initially registered as a *corporation* with the state of California on December 3, 1979, with full operations beginning in 1983, Cordoba Corp.'s first projects came in the planning field for significant infrastructure projects. As these projects developed into the construction phases, Cordoba's expertise also grew over these more than thirty years to include engineering, design, program management and construction management. Program and construction management services have been a core service for over twenty years.

Senior Officials —

George L. Pla, President and CEO (Owner); Maria Mehranian, Managing Partner/Chief Financial Officer; Randall D. Martinez, Executive VP/Chief Operating Officer

Our program and construction management projects for educational facilities include work for the following K-14 districts:

- Los Angeles Unified School District
- Peralta Community College District
- Oakland Unified School District
- Long Beach Community College District
- Coast Community College District
- Santa Ana Unified School District
- Bassett Unified School District
- Woodbury University
- North Orange County Community College District
- Orange Unified School District
- Citrus Community College District
- Los Angeles Community College District

The Baines Group, Inc. (BGI)

Baines Group, Inc. (BGI) is a locally owned small business that has steadily grown since its inception in 2007. We have earned and maintained an excellent reputation by consistently providing quality services in Construction Management, Program Management, and Construction. We have projects in transportation, hospitals, education and affordable housing and have supported projects in all aspects from pre-construction through project closeout. We have worked with the OUSD in a couple of different capacities. BGI has worked with the OUSD on a PM/CM (with Cordoba Corp. as a teammate) in 2009-2011 on the Bond Measure B modernization and new construction projects. Our BGI employees were so valuable on the project, OUSD hired directly two of our employees.

We also participated in the summer hire program and hired approximately 15 disadvantaged high

Corporate Highlights

BGI is a "B" licensed contractor in the State of California. We are SBE with the state of California and SLBE with the city of Oakland and SLRB certified with the OUSD.

Baines Group, Inc was incorporated in the State of California in February of 2007 as an S-Corporation.

Prior to this incorporation, we had established ourselves with over 20 years Construction Management experience.

Senior Officials —

Michael E. Baines, President and CEO
Elizabeth Norris, V.P., of Operations



school students with the Oakland Unified School District. Michael Baines of BGI also performed consulting services in 2009 to develop an outreach program for LBE/SBE for Oakland Unified School District and the City of Oakland. Our clients have included numerous hospitals including Kaiser Oakland, Redwood City, San Leandro and Kaiser SMOB. We provided services in project management, project engineers, superintendents, QC services, close-out and inspection services. We also worked on the Highland Hospital project in construction. In addition, we are continuing to work on CM projects in transportation and affordable senior housing and housing.

Our construction management approach is a highly collaborative approach to project delivery that allows for maximum creativity, innovation, and value-engineering throughout the process. We have established a strong track record of successfully leading our team to meet the client's goals from pre-construction through close-out within budget and on schedule. We measure our success through achieving the goals and strategic mission of our clients. We believe three main factors contribute to our success:

- Customer Satisfaction
- Integrity
- Teamwork

Another component of our success is our strong repeat customer base and partnerships. We have formed incredible partnerships with companies such as Cordoba Corporation, Turner Construction, McCarthy Building Companies, Parsons Brinckerhoff, Nibbi General Contractors, McCormack Baron Salazar, Hill International, Jacobs Engineering, Harris Corporation, and Kaiser Hospitals, just to name a few. We have worked diligently to respond to challenges in the construction industry and continue to grow, learn new technologies and apply "lessons learned" to achieve project success. It is this culture of partnership and teamwork, established systems and accountability along with Cordoba Corporation's experience and approach that will enable our collaboration with the OUSD team to a resounding success.

BGI has a proven track record of consistently giving back in our communities and shares the mission of the school district for community engagement, involvement and learning. In the K-12 environment, this translates to focusing on the students and the community. We have partnered with the OUSD in the past and have provided on the job training opportunities by hiring from the student summer hire program. As a resident of Oakland, BGI has a vested interest in helping to ensure the success for both the school district and the community.

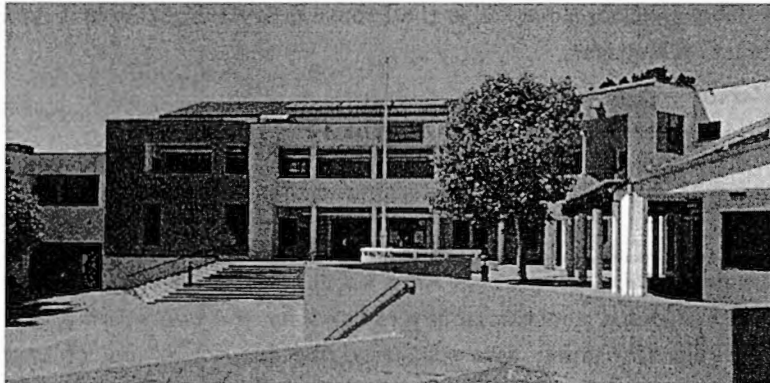
Project experience that complements K-12 requirements includes the following:

- Kaiser Permanente Replacement Hospital: \$550M We worked on the Main Hospital Replacement, Specialty Medical Office Building (SMOB) and the Central Utility Plant. We provided a Superintendent for the main hospital. After 3 months on the project, McCarthy asked to hire him directly to be the Lead Superintendent over the complete project. This is a testament to our ability to properly staff a project. In addition to the Superintendent, we provided a lead Assistant Project Manager (APM) for scheduling, coordination and management of MEP and fire subcontractors, budgeting, scheduling RFIs. Additionally, we also provided an APM for closeout to complete the punch list for the main hospital requiring the use of FreightTrain and Plan Grid. We also provided QA/QC Inspections for punch list closeout on the SMOB building and main hospital.



- SFMTA – Central Control and Communications Center — document control
- Transbay Transit Center — project engineers for pay applications, etc., and managing interior subcontractors
- SFMTA– Muni Modernization Project: Radio Replacement Project — project management for 16 existing facilities and QA/QC services
- 3rd Street Bridge, San Francisco — estimating services for corrosion and damage repair
- Dr. Davis Senior Residences and Senior Center — general contractor for the project, project management services and community outreach

We all know this is a growing, changing and challenging market with technological advancements geared towards improving project management efficiencies and effectiveness. We welcome this opportunity for a larger more experienced company (Cordoba Corporation) to take an interest in a local small business (BGI) by mentoring us on this project thereby “paying it forward” to help us learn, improve, grow and sustain while building capacity. This is a win-win for everyone and we hope you see the value in participating in this mentoring process that benefits all parties.



K-12 Experience

Our team has exactly the type of experience that is requested by the Oakland Unified School District. Some of our earliest work on educational facilities was to provide design management,



architectural reviews, project management, and outreach services to OUSD as a subcontractor (1999–2003). Specific tasks included the replacement of antiquated relocatable buildings with conventional construction and new relocatable and modular buildings, site development and improvements, installation of playground equipment. We have since gone on to additional work for OUSD (described below) and numerous other educational facilities since 2003. Cordoba Corporation has developed a significant portfolio of experience including the following programs and projects.

Inglewood Unified School District—Cordoba Corporation is providing construction management services to the District. So far, we have been assigned three specific school projects as follow:

<i>Project Name</i>	<i>Completed or estimated completion</i>	<i>Project Budget</i>
Monroe K-8 Renovation	Fall 2018	\$21,200,000
Morningside High School	Fall 2018	\$34,500,000
Worthington Elementary School	Spring 2018	\$7,700,000

Staffing — Michael Boomsma, PE, is the Principal-in-Charge/Project Advisor. Jessica Landon is the Construction Manager.

Contact Person — Dr. Antonio Raymo, Inglewood USD
araymo@inglewood.k12.ca.us
(310) 419-2717

Oakland Unified School District — As a subcontractor to YHLA via the GKK/McCarthy team, Cordoba staff provided constructability reviews for the two listed projects. In addition, we also provided a Project Engineer who supported the District's goal of upgrading existing fire and intrusion alarm systems at all child development centers and elementary, middle, and high schools to their current standards. This included 15 fire/intrusion alarm replacement projects (budgets ranging from \$50,000 to \$500,000) in various phases.

<i>Project Name</i>	<i>Completed or estimated completion</i>	<i>Project Budget</i>
Highland Academy	Conducted 2012	
Downtown Educational Complex	Conducted 2012	
Fire/Intrusion Alarm Systems	November 2011	\$7,000,000

Staffing — Angel Alvarez, Jessica Landon, Ces Manapsal, April Chu (former), Bijan Beigi (no longer a Cordoba employee) served as a construction manager at DEC, and continued there under the new program management team.

Contact Person — Cordoba Corporation provided constructability reviews for YHLA Architects, as a subcontractor to the GKK/McCarthy.



Burbank Unified School District—Cordoba Corporation is providing a Districtwide Bond Program Manager for the District's Measure "S" Bond, \$110M capital program to improve the quality and safety of Burbank school facilities, upgrade classrooms, computers and technology, to replace aging portable classrooms, electrical systems, plumbing and sewer lines, roofs and play areas, to improve student safety and security including upgraded fire protection, increase energy efficiency and to provide accessibility for students with disabilities.

Staffing — Gene Directo, RA (Notably, our first assigned Manager was Rick Nolette, who performed so well the District hired him. He is now our client.)

Contact Person — Rick Nolette, Chief Facilities and Information Technology

RickNolette@burbankusd.org
(818) 729-5503

Los Angeles Unified School District — Cordoba Corporation is an approved firm providing staff augmentation for the District's School Upgrade Program, which is valued at \$7 billion. We are currently providing Districtwide CEQA Program Management Services. This service completed in August 2016. A recent audit conducted by the District's Inspector General office and they found Cordoba Corp to be in complete compliance with the terms of our contract to provide staff augmentation, zero exceptions.

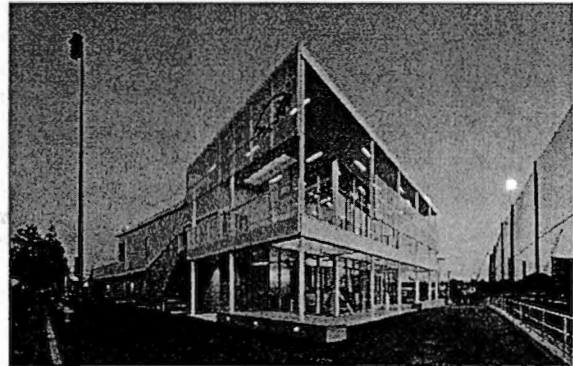
School Upgrade Program \$7,000,000,000 Districtwide CEQA Program Management Services

Staffing — Gwyneth Doyle

Contact Person: Raju Kuval, Branch Director, LAUSD

Raju.kavel@lausd.net
(213) 241-7056

In addition to the above K-12 projects, Cordoba Corporation has the following educational experience (K-14) over the past five years. While the request is to provide information on K-12, specifically, the experience gained on our community college projects is extremely applicable as well. Many references are made to our work at the Long Beach Community College District project because it is truly comprehensive bond program experience from planning and design to construction, closeout and commissioning and demonstrates vividly the full range of expertise we are able to provide to the OUSD.



♦Peralta Community College District

Laney College Field House, Completed January 2012, \$18,000,000

♦Long Beach Community College District

	<i>Completed or estimated completion</i>	
LAC Building D Science	December 2017	\$7,100,000
PCC Building QQ/RR Electrical	August 2017	\$11,900,000
Campus Wide Security Monitoring System	July 2017	\$3,300,000



LAC Building J Auditorium	December 2018	\$14,000,000
LAC Building P Language Arts	August 2018	\$5,185,000
LAC Building C Nursing	March 2016	\$5,600,000
LAC Building A Student Services Building	May 2013	\$9,175,000
LAC Building I Bookstore	February 2012	\$2,250,000
PCC Building CC Fitness Center	July 2014	\$6,150,000
PCC Multidisciplinary Academic Building Complex	December 2014	\$25,150,000
LAC Front Quad Landscaping	August 2014	\$2,271,000
LAC Storm Water Runoff Compliance Project	January 2016	\$3,295,000
LAC Parking Structure	March 2011	\$18,800,000
LAC Building V Math Tech & Culinary Arts Bldg.	January 2016	\$32,400,000
PCC Building GG Student Services Center	January 2016	\$15,465,000
◆Fullerton Community College		
Tech- Education Facility	September 2014	\$20,000,000
◆Citrus College		
Dental Program Renovation and Swing Space	July 2016	\$600,000
◆Coast Community College District		
OCC Planetarium New Construction	Feb 2018	\$20,000,000
OCC Recycle Center	November 2017	\$8,000,000
OCC 4160V High Voltage Routing Project	August 2016	\$2,000,000
◆South Orange Community College District		
ADA Transition Services	Fall 2016	\$1,000,000



Litigation

Cordoba Corporation has not been subject to termination for default and has no litigation issues (no settlements or judgments) in the last five years on any K-12 project. We strive to provide quality service and monitor our contracts to ensure compliance with all terms. Additionally, BGI has no litigation issues (no settlements or judgments) in the last five years on any K-12 project.



PROJECT TEAM

Our team understands that our greatest asset, and what we are offering to our clients, is the expertise of our professionals. Therefore, we are committed to providing the appropriate level of expertise and licensing for all personnel assigned to the Oakland Unified School District. Construction Managers with direct construction background will work with appropriately licensed individuals as may be required by the District. Further, team resources will be used to ensure these requirements are met. .

We will deploy in teams for each assigned project, tailored to address the identified needs of the specific project. Each team generally comprises a Construction Manager with a Project Engineer. A Project Controls team that includes a scheduler, an estimator, and project controls manager is provided that will support all of the teams.



The initially proposed key individuals (construction managers, etc.) are established with our respective firms and are already *team* members in all senses of the word. (There is one exception of a new hire, but even he has worked with Cordoba personnel on other jobs.) We believe this is an added benefit in that we are not bringing these folks up to speed on our established and proven methods for getting the work done. Additionally, Michael Boomsma, Cordoba Corporation's Senior Vice President will serve as the Project Director. His expertise in the educational sector is significant and will add great value as he monitors the work, provides insight and guidance, and quality control and assurance for the entire team. In addition, we are also providing a "Senior Team Administrator" to serve as a primary point of contact for all contractual and administrative matters. This is also a valuable approach in supporting a staff augmentation scenario so that a continuity is provided and you can be assured that the District is not only receiving qualified individuals but also the support and expertise of our firms on an ongoing and sustained basis.

Key Personnel

Summary resumes are provided for the team's proposed key personnel for the initial teams to be deployed. Assignment to a project will be based on the project needs. For example, our proposed construction managers have specialized experience in modernization, new construction, design, or technology infrastructure, which corresponds to the project types. Additional resources are available upon request.



SONIA BABIAN Construction Manager

Sonia Babian has developed advanced knowledge and experience on a number of educational facility projects. Starting as a Field Engineer ten years ago, Sonia has been involved in all phases of projects – from conceptual design through construction close out – and she is able to take the accumulated experience from each of her projects making her a valuable team member as a Construction Manager. Sonia Babian is a licensed General B Contractor (CA license number 995330, issued 8/01/2014). She is relocating to the Bay Area and will be available full-time.

At the Long Beach Community College District, she has been involved in a range of small to large complex projects including modernizations, new construction, interim facilities, alternative delivery methods, furnishing and equipment procurement, and move management. Additionally, she is well versed in utilizing all project control modules in Expedition Contract Manager as well as using AutoCAD for her projects.

Skills and responsibilities include the following:

- Assisted in overall planning and programing with user groups, including review and development of contract documents.
- Initiated Request for Proposals for project consultants ranging from special inspectors, geotechnical, project inspector and AV consultant.
- Coordinate efforts with Commissioning Agent, Project Inspector, Architect and Contractor.
- Conduct weekly site walks with Contractors to review SWPPP and site safety implementation; and work closely with the District's Facilities Department on reporting and coordinating construction progress as it impacts the Campus.
- Assist District with project status for presentations to Board and committee meetings.
- Currently completing projects within the DSA Box procedures and continue to work closely with DSA to obtain DSA certification.
- Scheduled Owner training to comply with District requirements and implemented the Warranty Request process with District at turnover. Upon completion of assigned projects, she has created Lesson Learned sheets to assist in recommending modifications to the District Standards for future projects and scheduled turnover meeting with District once all closeout materials received.

Projects:

- Design/Build New Math and Technology Facility. \$29.2M
- Storm Water Runoff Compliance, Landscaping, and Signage Project. \$3.2M
- Building A – Student Services Center Retrofit. \$8.2M
- Building A – Interim Facility and Move. \$1M
- Design/Build New Parking Structure & Solar Array. \$18.9M
- Building O – Information Technology Retrofit. \$3.3M
- Multidisciplinary Academic Building Complex Interim Facilities – 30 portable buildings and major moves between phases of construction \$2.5M
- Building T – New Classroom, Administrative Offices, Multi-Purpose, and Board Room. \$36.6M
- Building L – Library/Learning Resource Center Modernization. \$13.6
- Building Z – Maintenance and Operations Facility Retrofit. \$1M



Education: B.F.A, Interior Architecture, Woodbury University

Certifications: Certification in Construction Project Management, Cal State Dominguez Hills

ALARIC ROBINSON Construction Manager

Alaric Robinson has established himself with over 30 years of experience as a Construction and Architectural Design Project Manager. He has proven knowledge of California Department of the State Architect (DSA) and California OSHPD, and governmental and institutional construction management design standards and protocols.

Mr. Robinson's experience encompasses both field and design studio work. His practical and professional knowledge of construction management includes the elements of construction contracts, costs and change order controls management, program and project management, facility design management, building construction means and methods, and architectural design. His projects have spanned from planning and design to closeout where he has used his knowledge of the essentials of the disciplines of site acquisition, environmental impact reports (EIRs), negative declarations, management of environmental monitoring and work plans, zoning approvals and permit security, encroachment permits and local building department permit, construction, project programming, program and design management.

Alaric has taught construction management and design courses at California State universities and community colleges. He is FEMA and QSP Certified, proficient in Primavera, Primavera Contract Manager, MS Project, Excel, PowerPoint, and Auto Cad.

His K-14 assignments include the following:

Fremont Unified School District

Design and CM Azeveda ES	Fremont, CA	\$ 6,000,000
Design and CM Mattos ES	Fremont, CA	\$ 9,000,000
Design and CM Walters JHS	Fremont, CA	\$ 75,000,000

West Contra Costa Unified School District

Design and Bid Mgt. 45 Schools	Richmond, CA	\$1, 000,000,000
CM, King ES Modernization	Richmond, CA	\$ 27,000,000

Peralta Community College District

Laney College Athletic Field	Oakland, CA	\$ 2,700,000
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Redding Unified School District

Rehab of 3 Schools	Redding, CA	\$ 1,750,000
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Napa Unified School District

Rehab of 2 Schools	Napa, CA	\$ 1,500,000
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Oakland Unified School District

Rehab of 9 Schools	Oakland, CA	\$ 11,000,000
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San Francisco Unified School District

Rehab of Lincoln High	San Francisco	\$ 350,000
John O'Connell High (OUSD)	San Francisco	\$ 7,000,000



Education: Bachelor of Architecture, Southern University and A&M College, Baton Rouge, LA
Master of Fine Arts – Mass Communications Southern University and A&M College
Certifications: FEMA, QSP (Qualified Storm Water Prevention Specialist)

ETHAN LU Field Engineer

Ethan Lu is a Field Engineer/Document Control Specialist who has worked in both the design and construction phases of public projects. He has the technical background to effectively manage the various construction documents necessary for large infrastructure projects. He also is able to work with numerous subcontractors and vendors and ensure that their documentation is classified and managed appropriately. Ethan excels at working with the various personnel associated with any project and is able to meet competing demands. He has demonstrated ability to learn project specific software quickly. In addition, he has proven organizational and administrative skills and experience in working with sensitive materials and situations. He is proficient in the full range of software including Primavera, Microsoft Office and Adobe.

Field Engineer / Document Control, Peralta Community College District, Laney College Athletic Fields and Field House Complex, Oakland, CA — Cordoba Corporation provided construction management services on the Laney College Athletic Fields and Field House Complex. The Project consisted of the demolition and construction of a field house as well as a parking lot. Mr. Lu supported the work of both the Senior Construction Manager and Technical Advisor and participated in bid preparation, vendor estimates, and FF& E research. He has also performed minor updates of drawings. He used Primavera P6 and Construction Manager to track and manage the project budget and expenditures. He also documented the management of the various contractors on the project. Ethan assisted in putting together extensive project monthly reports for presentation to the District.

Document Control Specialist, Transbay Transit Center Project, San Francisco, CA — Ethan Lu was a member of the CM Oversight team for the construction of the Transbay Transit Project. Mr. Lu had been with the project since start-up, helping to establish systems and protocols for document control and assumed responsibility for ongoing maintenance of the project database to improve communication and the flow of information among team members including receiving documents, controlling the distribution of documents, and organizing the master copies in storage for control. He maintained and updated documents such as drawings, specifications, submittals, and RFIs in Turner C.docs (SharePoint site), and for downloading inspection reports from subcontractor website, entering data into log, and uploading to Constructware (online collaboration site). Ethan also assisted the Quality Assurance Manager with assigning and sending inspection requests to subcontractors and public agencies through Vela Systems.

Document Control Specialist, BART Earthquake Safety Program, San Francisco Transition Structure (SFTS) — Cordoba Corporation was a member of the Parsons Brinckerhoff team that performed the design work on the BART San Francisco Transition Structure. Ethan was the Document Control Specialist for this project. He had the primary responsibility for maintaining individual logs and a master list of controlled documents. Ethan worked closely with the Quality Control program, supporting the quality engineer in audits of subcontractors. Further, he worked with all project engineers and coordinated submittals and other related documents. Ethan remained



on the project during construction. He continued to provide document control services, focused on working with the contractor and engineers. He also continued to provide high-level administrative support to the Project Manager.

Education. In progress Certification in Construction Management, Laney College, Oakland
Bachelor of Science in Managerial Economics, University of California, Davis

CESAR “CES” MANAPSAL Project Controls Manager

Mr. Manapsal has over 30 years of experience in cost control, schedule development and critical path analysis and construction management. He has been responsible for development and implementation of program control management systems for large complex infrastructure, transportation, utility and education projects and includes program management office implementation of an “earned value management system.”

Ces has developed custom database applications and reports using Infomaker/Crystal Reports, SQL; developed, documented and maintained baseline schedules; analyzed, evaluated and communicated program status to managers. He is experienced in the design, development and implantation of Earned Value performance measurement, cost control, CPM scheduling and document control systems that integrate with commercial project management software applications such as Primavera P3, P3e/c, Expedition, Microsoft Enterprise Project Management, and Meridian Prolog.

He was also involved with the design and development of enterprise-wide standardized reporting systems and custom ad hoc querying of large database files using Oracle and MS SQL server. Responsibilities included the creation of process development, tracking status, cost and schedule reports developing cash flows, cost/schedule performance index, development of project budgets, preparation of cost variance, quality control and forecast reports. He created custom financial project ledger reports for use in reconciling budgets to actual. He assisted in the database migration of legacy budget database from Expedition to SAP and Maximo. Also assisted in the development of Maximo application process development, training and report writing.

He has significant experience in the educational facilities field with the following projects:

- **Long Beach Community College District—Project Controls Manager:** As a member of the Bond Management Team, was responsible for managing all project controls functions and the program management software. His role consisted of performing program/project scheduling support on various projects for the renovation and new construction for the school district. He was also responsible for ensuring that project reports (schedules and budgets) are produced and disseminated to all program management staff. He managed the estimating and claims functions for all projects.
 - Assisted in the establishment of overall district program budget, program schedule from programming to facilities FFE and move-in.
 - Reviewed design for conformance with district design standards, inclusion of known existing conditions, schedule and cost validity



- Reviewed Contractor Baseline schedule for conformance with contract requirements for cost and resource loading, logic ties, duration and scope compliance.
- Reviewed contractor monthly schedule update to establish progress status, monitor critical activities, and verify work performed for contractor payment.
- Reviewed contract changes (RFI, RFC, PCO, COP, CO) for cost/schedule impact and review delays.
- Created and uploaded submittal log into Oracle Contract Manager, monitored submittal status, identified key submittal critical to the project, review aging and approval process.
- Contract Manager System Administrator and Report Writer. Provided technical support and ensured that all application software are performing and data input is correct.
- Developed implementation plan and managed execution of district-wide Document Control System for project archive files using Laserfiche.
- Reviewed contractor claims for claim submittal compliance, provide schedule analysis supporting district position and entitlement recommendation.
- **Los Angeles Unified School —Cost/Schedule Consultant:** As the District's Expedition Applications Consultant, he worked on project management information systems development and implementation on various school improvement projects. He was also responsible for review of business process maps detailing management processes used in project management, including hardware/software needs assessments, legacy data migration, database development, web development, reporting requirements and Expedition to P3 data integration.

Education: B.S., Construction Management, California State University, Long Beach

FARZAN FAHTI Project Estimator

Farzan Fahti earned a Bachelor's degree in Civil Engineering, and a Master's degree in Construction Engineering Management and has worked in the industry since 1999. His earliest projects include a 35-storey tower and over 100,000 sq. ft. of residential developments. His educational background enables him to analyze project documents including plans and specifications in developing estimates and has prepared estimates on public works projects ranging from \$100K to \$30M.

Most recently, Mr. Fahti has been serving as an estimator for Cordoba Corporation's work at the Long Beach Community College Bond Program. He has contributed to constructability review at different phases of design, including initial budget estimate and review, change orders estimate and evaluation.

Education: M.S Construction Engineering Management, California State University of Long Beach, California B.S Civil Engineering, Tehran Azad University, Tehran, Iran

STEPHANIE GRIFFIN Project Scheduler

Stephanie Griffin is a project controls professional who possesses recognized technical and administrative skill. She has managed a portfolio of project schedules, cost tracking, cost forecasting, and progress reports. Stephanie has a full understanding of key project drivers,



forecasting, variance analysis, contract analysis, as well as risk management principles. Her experience includes educational projects running concurrently.

She has provided her project controls skills on educational projects including:

- Long Beach Community College District Bond Management Program, Program Scheduler:
 - Responsible for management and development of the master schedule for the construction program under the Measure E Bond Program, Proposition 1A, Proposition 47.
 - Provided forensic schedule analysis and support in the negotiation of delay claims.
 - Analyzes multiple construction schedules and proactively ensures the work is carried out in accordance with the contract documents.
 - Lead a systems integration effort to upgrade previously silos project management systems and workflows into a unified PMIS (Project Management Information System).
- San Diego State University Solar Power Project, Master Scheduler/ Project Administrator
 - Maintained master implementation project schedule in Primavera P6 for 5.2 megawatts of solar power systems on 20 campuses as part of a Power Purchase Agreement.
 - Developed logistics plan for construction sites and provided field support for subcontractor and material coordination.
 - Documented and analyzed costs, trending, schedules, and contracts.
 - Maintained detailed risk mitigation files and management reports.

Ms. Griffin was previously a Project Controls Engineer with AECOM, where she worked on a number of projects. Highlights include the following:

- Acknowledged for accurately and efficiently providing monthly management reports based on project roll up cash flow forecasting with integrated cost loaded Primavera P6 schedules.
- Core team member for a corporate systems integration development to improve organizational efficiency between cost, scheduling, contract and quality management tools.
- Provided objective analysis, reports and review procedures to improve project delivery.
- Engaged cross-discipline team members to advance the understanding of the full project lifecycle, streamline processes, and increase productivity.
- Provided training and development opportunities to new project controls team members.
- Maintained financial forecast files for backlog and potential projects of a multi-million dollar revenue stream.

Education: MS, Project Management, Boston University

Registrations/Certifications: Project Management Professional (PMP) 1282674 (current)
Green Energy Management, San Diego State University

MICHAEL BOOMSMA, PE, CCM, LEED AP — Program Director/Advisor

Michael Boomsma is a nationally certified Construction Management professional with formal education in both civil engineering and business administration. As a Professional Engineer, Michael brings a wealth of design and construction experience, specializing in leading teams tasked with the construction of complex educational facilities and associated infrastructure. During his time with Cordoba, he has consistently met critical construction deadlines and budget goals while providing technical and management services with continuous professionalism. He is able to work with the



diverse groups of stakeholders, supervise technical aspects, and manage contractors and designers, DSA, and other state and local agencies while maintaining the educational environment, to deliver modernization and new construction of facilities. Michael is also a Lieutenant Colonel in the US Air Force Reserves, where he continues a long track record of project management success.

Michael Boomsma is the Senior Vice President of the Educational Facilities division of Cordoba Corporation. As such, he is responsible for the successful delivery of all projects and client satisfaction. Additionally, his construction management and technical expertise makes him an exceptional manager because he is able to provide quality direction and insight. He oversees all education and facilities projects statewide and provides direct technical services on several projects throughout southern California. Of note, in February 2016 Michael was selected by ENR Magazine (a nationally recognized industry publication) as one of the Top 20 Under 40 construction professionals in the state of California.

Michael Boomsma is currently the Principal-in-Charge for Cordoba Corp's project with the Inglewood Unified School District, where he is providing in-depth advisory services including program management and construction management. He is also supporting the Citrus College ADA Transition Plan, SOCCCD ADA Transition Plan, and the Orange USD Site/Program Assessment projects. Michael's most comprehensive project is the following:

Long Beach Community College District Bond Management Team, Program Director (Previously Deputy Program Director) — As Program Director, Mr. Boomsma is directly responsible for the oversight of 21 Bond Management Team members managing the \$1.6 billion Bond Program for the Long Beach Community College District. Mr. Boomsma oversees activities such as program financing, controls, and long range scheduling of over 30 projects on two campuses. He is also the District's primary resource for the evaluation and execution of projects via alternate delivery methods. Through his leadership, the Bond Management Team has successfully delivered numerous high quality, functional and financially viable projects. Specific projects include the following:

- Math Tech Bldg. (Design Build) — \$18M, 300K SF, five story structure w/ 900 stalls and 405kW photovoltaic system (DSA 03-113022)
- Student Services Bldg. (Design Build) — \$18M, 300K SF, five story structure w/ 900 stalls and 405kW photovoltaic system (DSA 03-113022)
- Multidisciplinary Academic Bldg. — \$56M, 100K+ SF renovation of 80 year old Bldg. (DSA 03-112277) with swing space tenant improvements
- Kinesiology and Fitness Center — \$5M, 7K SF renovation of former Jr. HS cafeteria (DSA 03-113030) with swing space tenant improvements
- South Quad Complex — \$40M, 119 SF new admin and classroom Bldgs. (DSA 03-108477)
- Parking Structure (Design Build) — \$18M, 300K SF, five story structure w/ 900 stalls and 405kW photovoltaic system (DSA 03-113022)
- Swing Space Portable Village — \$3M, 50K SF portable village and swing space (DSA 03-112930)
- PCC Infrastructure Repair Project — \$2M replacement of existing infrastructure throughout campus
- Master Drainage Project — \$1M infrastructure upgrade to comply with current storm water retention regulations



- LAC Learning Resource Center -- \$13M, 60K SF alteration and addition to existing campus LRC
- LBCCD Design Standards —Led coordination in the creation and maintenance of the Design Standards currently in use by the District

Education: M.B.A., Florida State University, Tallahassee, FL

B.S., Civil Engineering, United States Air Force Academy, Colorado Springs, CO

Registrations/Certifications: Professional Engineer (PE) – Florida License # 792420 (current)

Certified Construction Manager (CCM) Construction Management Association of America (current)

LEED Accredited Professional, GBCI #10405651 (current)

STEVE FERRERO, PE Construction Manager/Project Controls

Steve Ferrero is a Professional Civil Engineer, Certified Project Manager and Expert-level cost engineer with experience in heavy construction and public works. As a Cost and Schedule Consultant, Steve has worked on medical buildings as well as energy and transportation infrastructure. He has managed building and civil infrastructure cost estimates to \$4 Billion, including program estimates, conceptual, schematic, DD and final estimates, inflation projections, HVAC and electrical, airports, hospital improvements, schools and colleges, prisons, roadway, large diameter raw water pipeline, underwater electrical cable, fire stations, multi-unit housing.

Projects include

- San Francisco General Hospital
- SFO Airport Terminal 3
- UC Davis Chemistry Buildings
- San Francisco 3rd Street Bridge Rehabilitation
- Kaiser Permanente, NFS Cost Engineering/Project Controls:
- Project Manager, TI work for \$2m project for City College of SF, downtown campus
- Managed multiple firms for seismic studies for ten San Francisco Libraries
- Construction estimates for works for Cities of SF and Oakland including schools and housing
- P3 Scheduler new data network at UC Davis
- Claims reports for newly constructed Haas School of Business, UC Berkeley
- Construction planner/manager at Stanford University.

Education: CSU, Chico, California: BS, Civil Engineering, Coursework towards MS, Hydrology

Registrations/Certifications: California Registered Civil Engineer

Stanford University Advanced Project Management Certificate (SCPM)

HERMAN ADAMS Assistant Construction Manager

Herman Adams is an engineer with experience working in a multi-disciplinary consulting and design/build environment with established budgets and schedules. He has commissioned projects from pre-design to completion including successful benchmarks. He has been instrumental on his



projects in scheduling, labor management, training, forecasting, billing, and contract and responsible for resolving quality discrepancies, providing feedback for correction, increasing efficiency, and productivity, using Six Sigma methodology. Herman has served as the Lead Project Engineer for several major corporate customers including Kaiser Permanente, University of California at Berkeley, Chiron, U.S. Post Office, Pixar, Siebel, and Bayer.

Herman managed the install and testing of anchoring systems at a number of Bay Area schools and colleges. He also managed the completion of the Kaiser Oakland close out of the Specialty Office Medical Building, where he monitored project cost control, corrective actions, departmental resources, creation of key documents, and established detailed objectives for the completion of the project. He also facilitated the design and building telephone systems for student housing facilities at the University of California Berkeley and the cities of Albany, Berkeley, Emeryville, Hayward and Oakland.

QC Inspector: Inspector for various projects, where verification of implementation, adherence to proper construction procedures, OSHA, EPA, and building codes per engineering requests are vital to structural and safety requirements. Quality control including concrete, epoxy, anchor testing, HVAC controls, LEED design, and mechanical inspections for construction sites, schools, clean rooms, food and drug manufacturing plants (Ghirardelli and Genentech), data centers, and at both Lawrence Livermore and Lawrence Berkeley National Laboratories. Tested anchoring systems for worldwide manufacturers using tension, shear, and seismic testing for companies such as Powers Fasteners, Red Head, and HILTI. Managed and tested systems at schools such as Rancho Romero Elementary, Albany High, Leland High, Diablo Valley College, De Anza College, Foothill College, and Stanford University.

Kaiser Hospital, Oakland, Project Engineer and Q.C. Inspector: Inspection of multiple systems installed into the new Special Medical Office Building for Kaiser Oakland. Verified the quality of work installed to meet building codes and OSHPD requirements. Managed the contractor punch list to track the completion of work done through Freight Train.

Education: Bachelor of Science, Mechanical Engineering, Tennessee State University, Nashville, TN

CHRISTOPHER ROBINSON Construction Manager

Christopher Robinson is a qualified professional with a background encompassing over 16 years in positions of responsibility, requiring effective construction project management in public infrastructure settings. He is experienced in all aspects of construction and project management and works with architects, engineers, subcontractors and construction workers. He has a working knowledge of mechanical systems, electrical systems, IT, roofing, interior, exterior finishes, and landscape architecture. His experience also includes construction contract negotiations; preparation of bids; selection of subcontractors; monitoring work progress and quality control. He is proficient in Auto-CAD, FreightTrain, Prolog, Primavera / Microsoft Project.

San Francisco Muni Radio Replacement Project:—Managed construction activities for 16 existing



San Francisco Muni bus/rail facilities for new communication system radio replacement and installation. Task include permitting, pre-construction walks, preparing site specific work plans, developing long lead time material list. Reviewing each site construction bid, working with City agencies for construction permitting, and onsite construction management and field engineering activity.

Kaiser Permanente medical facilities, IT Project / Construction Manager—Managed IT infrastructure installation, for 6,000 sq. ft. IT server room and 17 additional IT telecom rooms throughout the newly constructed 446,000 Sq. Ft. Kaiser Permanente medical facilities. Worked with OSHPD for resolving design issues and conflicts, managed three IT subcontractors while working with other trades and subcontractors to achieve a complete IT system installation on 4 months ahead of schedule and within budget. Managed all request for information (RFIs) submittals, and each subcontractor's budget for their scope of work. The IT systems installed under my scope of work was server room cabinet installation and (17) IT equipment rack installation, paging systems, HAM radio, audio video, patient monitoring, DAS, cellular, Public Emergency System. Worked with ATT for the MPOE installation, Comcast and Kaiser's facility equipment monitoring systems.

BART Parking Garage, Richmond, Construction Manager: Wrote daily field reports, reviewing request for information (RFIs) reviewing and submitting submittals for approval by both BART and the architect. Conducted pre-construction meetings with sub-contractors and reviewed scopes of work at the time of pre-construction meeting. Conducted PGE power walk, and Telco walks with AT&T. Inspected job site for unsafe working conditions.

Sprint/Nextel, Construction Manager: CM for construction of a telecommunication facility in Northern California to expand existing systems to incorporate 4G network systems. Worked with leasing agents, architects, zoning agencies, building permit departments, local building inspectors, Department of State Architecture (DSA) as well as special inspectors for various cell site project. The projects sites each had different requirements and conditions and ranged from residential property, commercial property, shopping malls and public schools.

Coliseum Gardens Affordable Housing Project Manager—Lead weekly owner and sub-contractor meetings, prepared meeting minutes for tracking outstanding issues and resolution. Resolved field conflicts between subcontractors, architects and consultants. Developed and submitted request for information (RFIs), subcontractor proposed equipment submittals, and monitored turnaround time from architects, and their consultants. Conducted pre-task meetings, reviewed job site safety requirements, and subcontractor pre-construction walks for their responsible areas of the project. Lead punch list walks with owners, architects, and managed assistant superintendent / sub-contractors for completion of punch list items and conducted final re-walks. Prepared close out package including warranties, operation manuals, facility training for onsite management.

AIMCO Hunter's Point Affordable Housing Rehabilitation Project, Assistant Field Construction Manager—Coordinated weekly owner and sub-contractor meetings, prepared meeting minutes. Responsible for working out field conflicts between subcontractors, architects and their consultants. Developed and submitted requests for information (RFIs), subcontractor equipment submittals, and monitored turnaround time from architects, and their consultants. Lead pre-task meetings, reviewed job site safety requirements and subcontractor pre-construction walks for their responsible areas.



Updated (3) week look ahead construction schedules, and managed monthly job status review binders. Approved vendor and subcontractor invoices, and prepared monthly billings, along with production reports. Lead punch list walks with owners and architects, managed assistant superintendent / sub-contractors for completion of punch list items and conducted final re-walks.

Education. St. Mary' s College, Moraga, California, coursework toward BA
East Bay Skills Center —Certificate in Drafting Technology
AA, General Studies, Merritt College, Oakland, CA

Registrations/Certifications. Project Management Certificate from Cal State East Bay
Auto-CAD Software Training Certificate



METHODOLOGY AND CAPABILITIES

Cordoba Corporation has developed substantial background and expertise in the area of construction management. Thirty percent of Cordoba's total gross revenue stems from providing PM/CM services (with CM comprising approximately 50% and design services 20%). Currently, we employ over 150 full-time staff, which includes licensed professionals and technical support. We are proud of the success we have achieved in completing numerous educational facilities. Our foundation in the field began when we were engaged as a subcontractor to some of the largest firms in the nation who were providing services to the Los Angeles Unified School District, Long Beach Community College District and the Oakland Unified School District. Our experience developed and our ability to provide services as a prime contractor was established. We have come full circle and now have prime contracts on all of our educational facility projects. Cordoba Corporation has developed all of the tools necessary in approaching projects of any size and complexity and includes both comprehensive construction management services as well as providing staff augmentation.

The approach, methodology and capabilities are all elements currently in use at other projects and are thus, proven. Our skills base includes the required extensive experience with OPSC, CDE, DSA, UBC, and Title 24.

Our experience consists of services in all phases of the process including: Preconstruction Project Management Phase, Bid/Award Construction Management Phase, Construction Management Phase, Contract Close-out, and Post Construction Follow-up. In fact, Cordoba Corporation has delivered on every type of educational project imaginable with delivery methods ranging from traditional design-bid-build, design-build, lease-leaseback, to CM multi-prime. We've worked on the new construction and renovations of libraries, sports facilities, high-tech classrooms, multi-disciplinary classrooms, swing space, lighting, photovoltaic installations, and central plants that serve as the backbone for all facilities, to name only a few. Technical capabilities and experience are directly relevant to the requirements of the Oakland Unified School District. We have over 20 years of experience providing facilities program planning and management services on a variety of K-14 bond funded capital improvement programs providing an array of services ranging from full program and construction management to select staff augmentations.

Cordoba Corporation's success at programs is shaped by our comprehensive approach to program and construction management, underlined by an extensive understanding of project controls and its elements of estimating, scheduling, and cost. We are prepared to work with the District to build off any existing systems, while working collaboratively to ensure the essential components of project controls are integrated into an effective system which will manage and deliver projects within time and budgetary constraints.

Budgeting/Estimating/Cost Controls

Accurate cost control starts at the earliest stages of a project with the ability to anticipate costs using accurate industry pricing and a proper understanding of job and scope specifics. Vast experience in a full range of similar projects and the ability to engage and understand stakeholders enables Cordoba staff to have a more comprehensive knowledge about the required elements of budgeting. Properly projecting cost per square foot based on assignable space requirements is just as important as knowing what expected soft costs will entail. Initial budget estimates are structured



so line items can be easily linked to cost reports and the District systems to increase accountability and transparency. We will include District project, operations and accounting staff to make sure that the budget and cost control system is comprehensive, risk-appropriate, and capable of reporting the information needed to keep the project on budget.

Design Phase Cost Management and Estimating

Our approach to design phase cost management is centered on cost estimating at proper milestones and value engineering appropriately prior to the design moving too far along for VE to be effective. Cordoba has extensive capabilities and experience in preparing cost estimates on a program and individual project basis to identify, quantify, and price standard and unique elements. Our team will develop, refine, and maintain cost estimates during design and conduct design team peer reviews on an as-needed basis. We will help implement established best practices procedures for cost estimates to encourage detailed early cost planning and the evaluation of design alternatives to for consideration.

Typically, we perform a cost estimate review and concurrent budget check at the conclusion of the schematic design and 50% Construction Documents phase submittals. We do not issue an NTP to the Architect for subsequent phases until budgets are reconciled. This method of continuous cost management and value engineering has proven effective in controlling project cost and scope creep.

We will work with the District and its designers to develop program and project budgets which are comprehensive and risk-appropriate. In addition to construction cost, budgets will include realistic soft costs, such as fees for design, construction management, other vendors, testing and special inspection, District's administrative costs, permit fees, furnishings and appropriate contingency funds.

Change Order Management

Construction phase change order management builds from best practices established during the design phase. We are able to assist the District establish effective change control procedures to be used by project teams to keep projects within budget. Some of the steps we will take include the following:

- Bid package evaluation: Our team will ensure the construction contracts contain clear requirements for requests for extra cost or time, and will establish procedures that change requests are analyzed using a strict entitlement analysis followed by close analysis of the contractor's estimates.
- Change Order evaluation: Cordoba staff will provide timely and accurate evaluations of contractor submitted Requests for Change.
- Contingency fund accountability: Establish authority limits to ensure contingencies are used appropriately and conservatively
- Reporting: Produce regular reports for the District and establish online access to cost information for management staff, including identification and quantification of potential impacts and trends. We will work with project teams to develop accurate cost reports, to include cash flow and forecasting models to help the District plan for and monitor cash needs.



Document Control

Cordoba Corporation has extensive experience in all facets of document control, which is an integral component of construction management. We understand that a document control system is crucial to ensuring that information is disseminated properly and efficiently while being easily retrievable long after the trailer has been taken off site. Document Control is not limited to only the documentation process, but also responsible for the interfacing and coordination with project managers, design professionals as well as other key stakeholders on the projects in order to assure that the project remains on schedule.

The scope of any document control plan should contain the following minimum criteria:

- Standardized procedures for document control
- Indexed documents received or collected for systematic filing
- Assurance that documents are safely secured, maintained and readily available for use by persons with access approval
- Support the project processes of Change Control, Configuration Management and Quality Assurance
- Preserve records of quality including: design documents, construction documents, contracts and agreements, basis for design, construction, procurement and Owner O&M records
- Assist the District in establishing, utilizing, and maintaining a computerized document control system to manage all project-related information

Cordoba Corporation has experience working with various Districts' Program Management software, including Primavera Contract Manager (generally known as "Expedition"). For example, this software is used to track all project documentation completed under the Construction Bond Program managed by Cordoba at Long Beach City College (LBCC), including, but not limited to, RFIs, contracts and change orders, submittals, construction directives, ASIs, correspondence in/out, issues, and formal letters.

Cordoba Corporation recognizes every construction project is unique, but certain types of documentation are common throughout the industry. In addition to utilizing an industry standard document control software, Cordoba also created a standardized document control indexing system for both hard copy and electronic filing, which can be used to completely document any type of construction project from inception and initial financing, through design and construction, and finally closeout. Cordoba first implemented this indexing system as part of Program Management services provided to the Inland Valley Development Agency (San Bernardino) in their efforts to redevelop underutilized properties as part of their airport expansion program. We continue to use it successfully in projects throughout California today.

At LBCC, Cordoba uses this same rigorous physical document control system symbiotically with Oracle's Primavera Contract Manager to ensure all projects are thoroughly tracked from start to finish. Documents are serialized, scanned, rendered to PDF, and then given a conforming file name which is saved to an assigned drive and attached to the proper log using Oracle software. All documents are given a digital number once entered into system. The assigned number is placed on the document along with a date stamp for each individual document. Distribution and action of documents are sent to the assigned addressee. Document control hard copy will be filed according to DCC's index file.



Recently, Cordoba successfully took on the challenge to “go green” by managing the LBCC PCC Master Drainage Project from bid to close out with a completely paper-less process. All project documentation and correspondence was transmitted via email and cloud collaboration that was easily accessed by each team member with Cordoba-issued iPads. This project commenced with a 30 day “Phase Zero” where the contractor was issued an NTP, but was not allowed to mobilize until all critical submittals were electronically submitted, approved by the Engineer of Record, and procurement timelines established. Upon completion of “Phase Zero”, and in conjunction with summer recess, the contractor was allowed to mobilize and expedite completion of the project. The project was completed on time and with less than 2% in Change Orders, partially due to our commitment to streamlining the project documentation process and saving time by utilizing Primavera Contract Manager’s extensive documentation abilities.

Cordoba is currently transferring from Primavera Contract Manager to Oracle’s new Primavera Unifer project management system. This is a big step in continuing our transition to a paper-less document control process. Cordoba proposes to provide document control services to Inglewood Unified School District utilizing the new Primavera Unifier software. Because this is a cloud-based system, District staff will have access to any and all project documents at any time.

Project Turnover

Additionally, Cordoba has developed and implemented a document archive system for completed construction projects for LBCC consisting of both online and physical document archives through “Laserfiche”. This system is completely separate from the active construction projects documentation, and provides LBCC personnel with an expeditious way to reference any electronic as-builts, operations and maintenance manuals, and/or other project documentation online through a web based interface. Physical copies of the documents are also organized in a central location and can easily be searched and retrieved.

Project Closeout (Starts in Design)

DSA Interface and Coordination

Work with the Division of State Architect is of critical importance to all of our K-14 clients. Each district has its own situation and ability to maneuver the DSA requirements. When dealing with DSA, established Cordoba procedures enable an efficient work flow with the local DSA office, commencing well before design. For example, Cordoba works with Architects and Districts to strategize not only the type of review (i.e. over the counter), but also what DSA office has the least back log to ensure timely approval of design documents.

Cordoba understands that a primary obstacle to DSA certification is missing documentation. We have stressed the importance of having all documentation complete and retrievable, which starts as early as possible in the project. This means that beginning with procurement, mechanisms to ensure that designs, approvals, revisions, addendums, inspections, tests and all related documentation is immediately generated and loaded into the DSA Box, as required. We enforce the best practice of not waiting until the project is completed before being collected and submitted to DSA for review and approval. All required documentation is reviewed for completeness before final closeout requests are submitted to DSA.

As an integral activity, we develop a project close checklist to ensure timely project certification. This checklist will quickly reflect each step to accomplish our objective and summarize progress.



DSA closeout will status (DSA Box status) will be included in weekly project status updates to the District. Lastly, the Cordoba team uses internal reporting methods in order to identify potential issues and to monitor established timetables and deadlines.

✓ **Successful DSA Closeout Case-Study (LBCCD)**

As a result of the 2012 DSA statewide audit of open A-numbers, over 30 projects in need of closeout were identified at Long Beach Community College District. Several of these A-numbers had been open for decades. Cordoba established a master list of outstanding requirements and met with DSA on several occasions to review and reduce closeout tasks. The DSA closeout manual was printed, bound, and a copy was given to every employee (with a knowledge test). One by one, documents were found, testing was accomplished, or the requirements eliminated. After three years, these projects were all closed and LBCCD currently has a backlog of zero (0) open A-numbers not actively under design or construction.

Federal/State/Local Applicable Code Requirements

In delivering on our educational facility projects, Cordoba Corporation has successfully worked with the myriad of federal, state, and local agencies. This includes the agencies listed in the RFP. In fact, all of our educational projects require adherence to multiple agencies as a mandatory requirement.

Cordoba staff has extensive knowledge coordinating with the following public agencies:

- ✓ Division of State Architect
- ✓ City and/or County Planning Commissions and Departments
- ✓ Department of Toxic Substance Control
- ✓ Regional air quality control district
- ✓ State and regional water quality control boards
- ✓ State Department of Education
- ✓ State Department of General Services
- ✓ Caltrans
- ✓ State Allocation Board
- ✓ Office of Public School Construction

Public Information

The work at Long Beach Community College District is comprehensive and includes not only specific construction management services but also communications support. Staff is assigned to support in developing packages for the Board and advisory committee meeting. Cordoba personnel is responsible for developing newsletters and updating the project website.

Our approach is informed by the understanding that we are working in partnership with the District. It's our responsibility to ensure that the program is effective in communicating to all stakeholders. Examples of work products involving public information are included in the appendix section of this document.

Energy Management

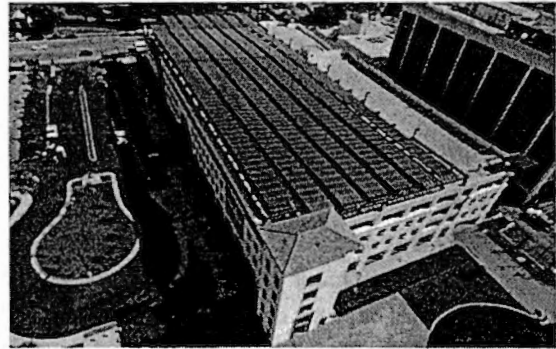
Cordoba Corporation operates in three sectors: education and facilities, water and energy



infrastructure, and transportation. In fact, it was while delivering on educational facilities projects, that our professionals began to work with the districts to develop ways to improve energy efficiency and to install the latest technologies for central plants and to provide solar generation opportunities. Work on environmental projects also included services from the planning phase through construction inspection and compliance. As we began to attract professionals who employed a multi-faceted approach to projects, our energy practice continued to grow. Today, it is the fastest growing division at Cordoba Corporation and has grown in expertise to include experienced mechanical, electrical, and structural engineers, gas pipeline professionals, and electric transmission specialists. Our projects span the state and contribute to the safe and efficient infrastructure of California.

Long Beach Community College District Bond Program

- **Energy Efficiency Projects – Micro turbines to Reduce Heat Waste:** During our tenure at the District, we have successfully completed work on the construction of a co-generation facility that uses micro turbines where waste heat is being used to heat swimming pools. This project is part of an ongoing effort to incorporate the use of micro turbines and solar panel arrays in order to generate clean efficient energy to power various facilities and to reduce energy costs.
- **Solar Initiatives –** Cordoba conducted an analysis of energy consumption, savings and feasibility as part of the District's Solar Initiative. This involved conducting quantitative evaluations as well as evaluations of potential solar sites. This effort resulted in the installation of 2,100 rooftop solar panels on parking structure which provide an estimated 451 kilowatts of power. This structure received the California Solar Initiative Rebate of \$621,603 to be paid to Long Beach City College over the next five years.
- **Central Plant Efficiency Upgrades –** Cordoba planned, managed the construction and successfully upgraded the campus' Central Plants with leading technology such as variable frequency drives and control systems software upgrades to improve energy efficiency for the entire campus. These projects achieve substantial energy savings and will result in a \$1 million rebate from Southern California Edison.
- **Edison Savings by Design –** Cordoba's team ensures that all current and future construction projects adhere to Southern California Edison's "Savings by Design" requirements. Edison's Savings by Design program incentivizes commercial construction efforts to design buildings in such a way that exceeds energy code baseline requirements. These energy efficient designs not only reduce energy consumption and operating costs, but also makes them eligible for rebates from Southern California Edison.
- **CEQA Negative Declaration –** Cordoba's energy efficiency efforts included the preparation of CEQA Negative Declaration.



Athletic Fields at Laney College, Peralta Community College District

As an added benefit outside of the scope of work, Cordoba conducted an evaluation of the feasibility of incorporating photovoltaic panels into the field house complex. We then assisted the design/build



contractor with incorporating plans for photovoltaic panels that were installed on a standing seam metal roof, which also provides a shade structure for the parking lot. Solar panels installed on parking lot roof generate enough on-site electricity to save the District \$350,000 within the first five years of use. The project has been completed and closed out with DSA, and was recently awarded LEED® Gold Certification.

Photovoltaic Arrays at Bassett Unified Schools, Bassett Unified School District

Bassett Unified School District installed photovoltaic arrays at various school sites throughout the District. They required assistance in the development of the project and with the overall procurement strategy. The procurement strategy included evaluating the District needs and developing a general scope of work for use in the procurement process. Further, Cordoba Corporation worked with the District to ensure that the needs of the District were met and fully outlined during the proposal process so that the final installation of the photovoltaic arrays could be completed successfully.

Energy Star Certification, Los Angeles Unified School District

Cordoba Corp led an effort to assist the LAUSD Sustainable Initiatives Director in creating the protocol, work plan and procedures to obtain the "Energy Star Label" certification on a district-wide basis. Professionals from Cordoba conducted the "Energy Star Label" audit of 80 LEED Certified school sites. In addition, the team verified that all data provided to the Environmental Protection Agency by LAUSD was correct and that the buildings were fully functional in accordance with industry standards.

If requested, Cordoba Corporation can provide additional services in educational energy management. Lucy Labruzzo, Vice President of Energy Infrastructure is available to support the District. Lucy is a Mechanical Engineer with nearly 30 years of experience in the field. Before joining Cordoba, with her previous firm she was the Officer in Charge for the California State University Energy Services Program, a landmark energy program offered at each of the 23 university campuses under the CSU system. The program provides the ability to quickly and effectively implement energy efficiency and renewable energy projects at their facilities. Projects included:

- California State University, San Bernardino. Officer in charge for the development and installation of a comprehensive energy project including a rooftop photovoltaic generation system, central plant expansion and optimization, TES tank, high-efficiency lighting, irrigation well, water efficiency measures, and HVAC controls upgrade.
- California State University, Fullerton. Officer in charge for design and implementation of comprehensive energy project including central plant expansion, cogeneration, HVAC distribution system and controls upgrade, high-efficiency lighting, AND photovoltaic system.





COST AND FEE SUMMARY

	Summary of Projected Hours			Year 1						Year 2			Year 3			Year 4			Year 5			Total Proposal		
	1st 6 Mos.	2nd 6 Mos.	Remainder	First 6 Months			Second 6 Months			Total	FTE	Total Cost	Total	FTE	Total Cost	Total	FTE	Total Cost	Total	FTE	Total Cost	Total Hrs	FTE	Total Cost
				Total	FTE	Total Cost	Total	FTE	Total Cost															
Principal in Charge	25%	25%	15%	242	0.12	\$ 53,240	260	0.13	\$ 57,200	301	0.14	\$ 68,252	300	0.14	\$ 70,019	301	0.14	\$ 72,408	301	0.14	\$ 74,581	1,706	0.16	\$ 395,700
Construction Manager Team 1	100%	100%	100%	968	0.47	\$ 164,560	1,040	0.50	\$ 176,800	2,008	0.97	\$ 351,601	2,000	0.96	\$ 360,706	2,008	0.97	\$ 373,013	2,008	0.97	\$ 384,204	10,032	0.96	\$ 1,810,884
Assistant Construction Manager Team 1	100%	100%	100%	968	0.47	\$ 101,640	1,040	0.50	\$ 109,200	2,008	0.97	\$ 217,165	2,000	0.96	\$ 222,789	2,008	0.97	\$ 230,391	2,008	0.97	\$ 237,302	10,032	0.96	\$ 1,118,487
Project Engineer Team 1	100%	100%	100%	968	0.47	\$ 101,640	1,040	0.50	\$ 109,200	2,008	0.97	\$ 217,165	2,000	0.96	\$ 222,789	2,008	0.97	\$ 230,391	2,008	0.97	\$ 237,302	10,032	0.96	\$ 1,118,487
Construction Manager Team 2	100%	100%	100%	968	0.47	\$ 164,560	1,040	0.50	\$ 176,800	2,008	0.97	\$ 351,601	2,000	0.96	\$ 360,706	2,008	0.97	\$ 373,013	2,008	0.97	\$ 384,204	10,032	0.96	\$ 1,810,884
Assistant Construction Manager Team 2	100%	100%	100%	968	0.47	\$ 125,840	1,040	0.50	\$ 135,200	2,008	0.97	\$ 268,871	2,000	0.96	\$ 275,834	2,008	0.97	\$ 285,245	2,008	0.97	\$ 293,803	10,032	0.96	\$ 1,384,793
Project Engineer Team 2	100%	100%	100%	968	0.47	\$ 101,640	1,040	0.50	\$ 109,200	2,008	0.97	\$ 217,165	2,000	0.96	\$ 222,789	2,008	0.97	\$ 230,391	2,008	0.97	\$ 237,302	10,032	0.96	\$ 1,118,487
Construction Manager Team 3	50%	100%	100%	484	0.23	\$ 82,280	1,040	0.50	\$ 176,800	2,008	0.97	\$ 351,601	2,000	0.96	\$ 360,706	2,008	0.97	\$ 373,013	2,008	0.97	\$ 384,204	9,548	0.92	\$ 1,728,604
Assistant Construction Manager Team 3	50%	100%	100%	484	0.23	\$ 62,920	1,040	0.50	\$ 135,200	2,008	0.97	\$ 268,871	2,000	0.96	\$ 275,834	2,008	0.97	\$ 285,245	2,008	0.97	\$ 293,803	9,548	0.92	\$ 1,321,873
Project Engineer Team 3	50%	100%	100%	484	0.23	\$ 50,820	1,040	0.50	\$ 109,200	2,008	0.97	\$ 217,165	2,000	0.96	\$ 222,789	2,008	0.97	\$ 230,391	2,008	0.97	\$ 237,302	9,548	0.92	\$ 1,067,667
Construction Manager Team 4	50%	50%	50%	484	0.23	\$ 82,280	520	0.25	\$ 88,400	1,004	0.48	\$ 175,800	1,000	0.48	\$ 180,353	1,004	0.48	\$ 186,507	1,004	0.48	\$ 192,102	5,016	0.48	\$ 905,442
Assistant Construction Manager Team 4	50%	50%	50%	484	0.23	\$ 62,920	520	0.25	\$ 67,600	1,004	0.48	\$ 134,436	1,000	0.48	\$ 137,817	1,004	0.48	\$ 142,623	1,004	0.48	\$ 146,901	5,016	0.48	\$ 682,397
Project Engineer Team 4	50%	50%	50%	484	0.23	\$ 50,820	520	0.25	\$ 54,600	1,004	0.48	\$ 108,583	1,000	0.48	\$ 111,395	1,004	0.48	\$ 115,195	1,004	0.48	\$ 118,651	5,016	0.48	\$ 569,244
Project Scheduler	50%	50%	50%	484	0.23	\$ 75,020	520	0.25	\$ 80,600	1,004	0.48	\$ 160,289	1,000	0.48	\$ 164,440	1,004	0.48	\$ 170,050	1,004	0.48	\$ 175,152	5,016	0.48	\$ 825,550
Team Management (V. Ruiz/E. Baines)	25%	25%	25%	242	0.12	\$ 38,720	260	0.13	\$ 41,600	502	0.24	\$ 82,730	500	0.24	\$ 84,872	502	0.24	\$ 87,768	502	0.24	\$ 90,401	2,508	0.24	\$ 426,090
Project Controls Manager	25%	25%	25%	242	0.12	\$ 39,930	260	0.13	\$ 42,900	502	0.24	\$ 85,315	500	0.24	\$ 87,524	502	0.24	\$ 90,511	502	0.24	\$ 93,226	2,508	0.24	\$ 439,406
Estimator	25%	25%	25%	242	0.12	\$ 41,140	260	0.13	\$ 44,200	502	0.24	\$ 87,900	500	0.24	\$ 90,177	502	0.24	\$ 93,253	502	0.24	\$ 96,051	2,508	0.24	\$ 452,721
Additional reimbursable exp. (projected)						\$ 30,000			\$ 30,000			\$ 60,000			\$ 60,000			\$ 60,000			\$ 60,000			\$ 300,000
Projected Yearly Costs						\$ 1,367,050			\$ 1,677,100			\$ 3,367,633			\$ 3,453,289			\$ 3,514,213			\$ 3,646,089			\$ 17,025,374
Recommended Contingency (see note below)						\$ 50,000			\$ 50,000			\$ 100,000			\$ 100,000			\$ 100,000			\$ 100,000			\$ 500,000
Totals						\$ 1,417,050			\$ 1,727,100			\$ 3,467,633			\$ 3,553,289			\$ 3,614,213			\$ 3,746,089			\$ 17,525,374

Assumptions:

Full time staff billed at 'Total Billable' hours per month unless otherwise noted - no reduction for vacations/sick time.

Contingency is shown as a flat dollar amount of \$100,000 per year.

Office space and FF&E for CM team will be provided by OUSD.

Notes:

All estimates are based on previous experience with similar districts and can be adjusted, as needed.

APPENDICES

Sample documents reflecting the following are attached. These documents come from Cordoba Corporation's work at Long Beach Community College District because it is a compressive project requiring all of the listed elements. [Random pages have been deleted in order to meet the RFP page limit.]

- ✓ Master Schedule
- ✓ Budget vs Commitment Report
- ✓ Committed Contract and PO Report
- ✓ Project Invoice Report

- ✓ Public Information

The Cordoba Corporation team supports the production of ongoing public information efforts for the bond program. Staff provides all construction updates, information and pictures for the two attached reports.

- Annual Report
- Citizen's Oversight Report

The team also maintains the bond program website <http://www.lbcc.edu/bondprogram/>.

* Excerpts from each report. (Shortened to meet maximum page count.)





Long Beach Community College Bond Program Schedule - August 1, 2016

Activity Name	At Completion	Duration	Start	Finish
Liberal Arts Campus				
Building D - Science				
Design Building D	122	01-Jul-15 A	31-Oct-15 A	
Design Building D Demo	27	01-Aug-15 A	28-Aug-15 A	
Bid / Award Building D Demo	0	01-Nov-15 A	01-Nov-15 A	
DSA Buting D	148	01-Nov-15 A	28-Mar-16 A	
Construction Building D Demo (Fall 2015)	56	28-Nov-15 A	23-Jan-16 A	
Bid / Award Building D	285	28-Mar-16 A	06-Jan-17	
Construction Building D (Fall 2016 - Fall 2017)	480	07-Sep-16	30-Dec-17	
FF&E / Move Management Building D	366	30-Dec-16	30-Dec-17	
Expeded Substantial Completion Phase 1	0		28-Apr-17	
Expeded Substantial Completion Phase 2	0		01-Jul-17	
Ready to Hold Classes Building D 1st Floor (Fall 2017)	0		11-Jul-17	
Expeded Substantial Completion Phase 3	0		08-Aug-17	
Expeded Substantial Completion Phase 4	0		25-Sep-17	
Ready to Hold Classes Building D 2nd Floor (Spring 2018)	0		30-Dec-17	
Building P - Language Arts				
Design Building P	239	22-Apr-15 A	17-Dec-15 A	
Design Swing Space for Building P	67	01-Aug-15 A	06-Oct-15 A	
DSA Buting P	280	12-Jan-16 A	17-Oct-16	
Award Swing Space Building P	65	05-May-16 A	08-Jul-16 A	
Bid / Award Building P	98	18-Oct-16	23-Jan-17	
Move Into Swing Space Building M/N from Building P (Winter 2016)	10	02-Jan-17*	11-Jan-17	
Construction Building P (Spring 2017 - Fall 2017)	290	24-Jan-17	09-Nov-17	
FF&E / Move Management Building P from M/N (Winter 2018)	230	03-Jun-17	18-Jan-18	
Expeded Contractual Substantial Completion Building P	0		09-Nov-17	
Ready to Hold Classes Building P (Spring 2018)	0		18-Jan-18	
Building J - Auditorium				
Design Building J	176	01-Oct-15 A	24-Mar-16 A	
Design Swing Space for Building J	220	01-Oct-15 A	07-May-16 A	
DSA Buting J	240	25-Aug-16	21-Apr-17	
Bid / Award Swing Space for Building J	84	04-Nov-16	26-Jan-17	
Bid / Award Building J	91	22-Apr-17	21-Jul-17	
Construction Swing Space for Building J	20	28-Jun-17	18-Jul-17	
Move Into Swing Space Building FF from Building J (Summer 2017)	10	18-Jul-17	28-Jul-17	
Construction Building J (Summer 2017 - Fall 2018)	475	28-Jul-17	15-Nov-18	
FF&E / Move Management Building J from Public Theater & Building FF (Fall 2018)	190	18-Jun-18	25-Dec-18	
Expeded Substantial Completion Building J	0		16-Oct-18	
Ready to Hold Classes Building J (Spring 2019)	0		25-Dec-18	
Outdoor Kinesiology Labs				
Pre-Design Physical Ed Lab	154	01-Sep-16*	01-Feb-17	
Design Physical Ed Lab	300	02-Feb-17	28-Nov-17	
DSA Physical Ed Lab	280	29-Nov-17	04-Sep-18	
Bid / Award Physical Ed Lab	90	05-Sep-18	03-Dec-18	
Move Into Swing Space from Physical Ed Lab	10	17-Dec-18*	26-Dec-18	
Construction Physical Ed Lab	247	27-Dec-18	30-Aug-19	

Legend:

- Bid / Award (Black bar)
- DESIGN (Grey bar)
- Actual (Yellow diamond)
- FF&E (Light Blue bar)
- DSA (Dark Blue bar)
- Milestone (Yellow diamond)
- CONST (Green bar)



LONG BEACH
CITY COLLEGE

LBCC Bond Program Master Schedule

Status as of August 1, 2016

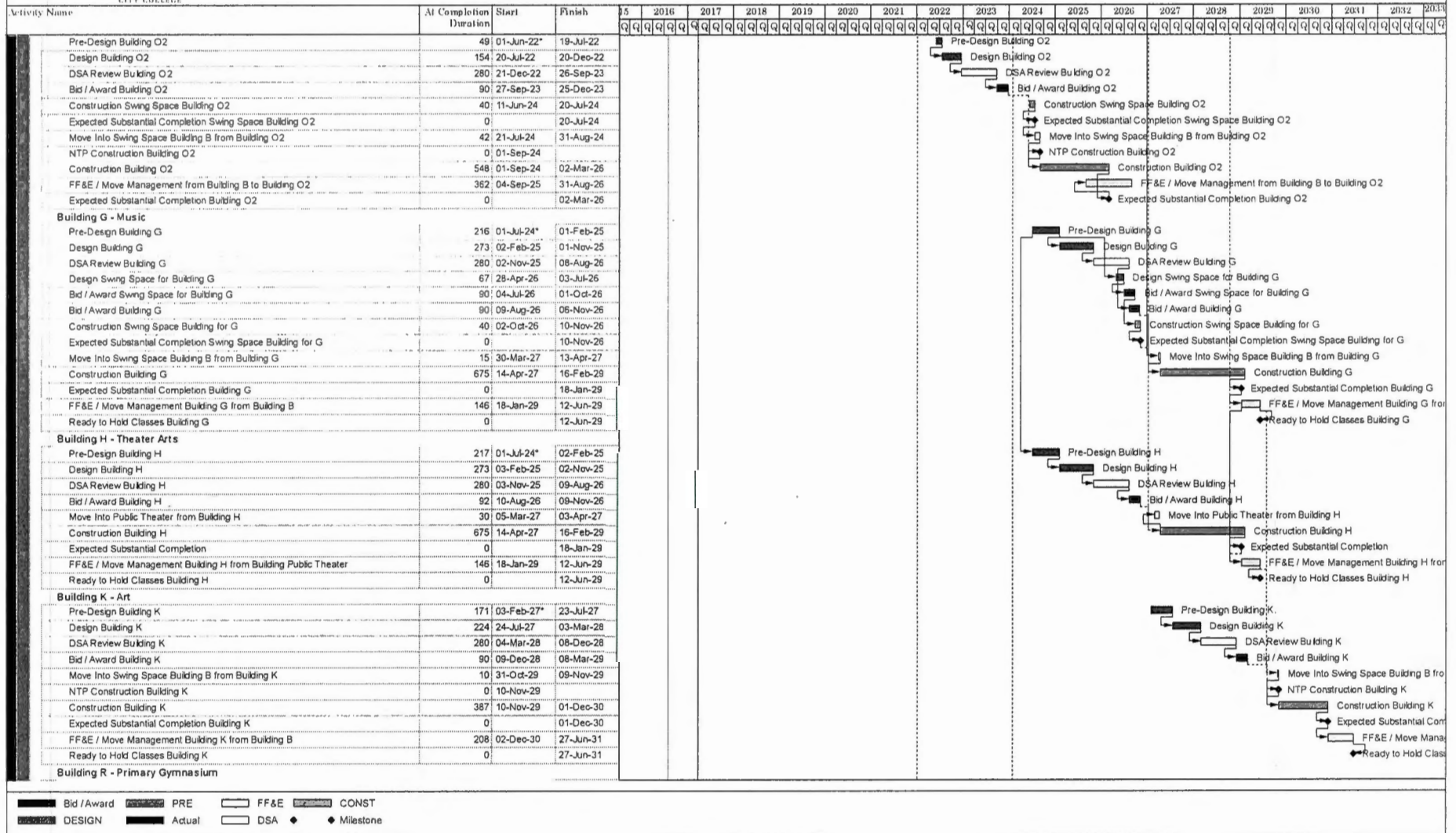
Activity Name	At Completion Duration	Start	Finish	15	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
FF&E / Move Management Physical Ed Lab	273	03-Apr-19	31-Dec-19																			
Expected Substantial Completion Physical Ed Lab	0		01-Aug-19																			
Ready to Hold Classes Physical Ed Lab	0		31-Dec-19																			
LAC Walkways & Wayfinding																						
Pre-Design Building	49	01-Feb-17*	21-Mar-17																			
Design Building	154	22-Mar-17	22-Aug-17																			
DSA Review Building	280	23-Aug-17	29-May-18																			
Bid / Award	90	30-May-18	27-Aug-18																			
NTP Construction	0	28-Aug-18																				
Construction	2664	28-Aug-18	12-Dec-25																			
Expected Substantial Completion	0		12-Dec-25																			
Building W - Aquatic Center																						
Pre-Design Aquatic Center	184	01-Aug-17*	31-Jan-18																			
Design Aquatic Center	300	01-Feb-18	27-Nov-18																			
DSA Aquatic Center	280	28-Nov-18	03-Sep-19																			
Bid / Award Aquatic Center	90	04-Sep-19	02-Dec-19																			
Construction Aquatic Center	548	01-Jan-20	01-Jul-21																			
FF&E / Move Management Aquatic Center	333	02-Feb-21	31-Dec-21																			
Expected Substantial Completion Aquatic Center	0		02-Jun-21																			
Ready to Hold Classes Aquatic Center (Spring 2022)	0		31-Dec-21																			
Building E - College Center																						
Design Building E	429	03-Feb-20	06-Apr-21																			
DSA Review Swing Space for Building E	280	13-Jan-21	19-Oct-21																			
DSA Review Building E	280	07-Apr-21	11-Jan-22																			
Bid / Award Swing Space for Building E	93	20-Oct-21	20-Jan-22																			
Bid / Award Building E	92	12-Jan-22	13-Apr-22																			
Construction Swing Space for Building E (Spring 2022)	75	21-Jan-22	05-Apr-22																			
Expected Substantial Completion Swing Space for Building E	0		07-Mar-22																			
Move Into Swing Space Building B from Building E (Summer 2022)	30	06-Apr-22	05-May-22																			
Construction Building E (Summer 2022- Summer 2024)	645	11-May-22	14-Feb-24																			
FF&E / Move Management Building E from Building B (Summer 2024)	258	28-Sep-23	11-Jun-24																			
Expected Substantial Completion	0		16-Jan-24																			
Ready to Hold Classes Building E (Fall 2024)	0		11-Jun-24																			
Building M/N - Liberal Arts																						
RFP Process Design-Build Building M/N	90	01-Nov-21*	29-Jan-22																			
Pre-Design Building M/N	87	30-Jan-22	26-Apr-22																			
Design Building M/N	245	27-Apr-22	27-Dec-22																			
DSA Review Building M/N	280	28-Dec-22	03-Oct-23																			
Bid and Award for Building M/N	90	04-Oct-23	01-Jan-24																			
Bid and Award Swing Space for Building M/N	90	13-Mar-24	10-Jun-24																			
Move Into Swing Space Building B from Building M/N	15	01-Aug-24*	15-Aug-24																			
NTP Construction Building M/N	0	15-Sep-24																				
Construction Building M/N	860	15-Sep-24	22-Jan-27																			
FF&E / Move Management Building M/N from Building B	276	27-Jun-26	29-Mar-27																			
Expected Substantial Completion Building M/N	0		24-Dec-26																			
Ready to Hold Classes Building M/N	0		03-Apr-27																			
Building D2 - Economic & Workforce Development/Foundation																						

Bid / Award
 PRE
 FF&E
 CONST
 DESIGN
 Actual
 DSA
 Milestone



LBCC Bond Program Master Schedule

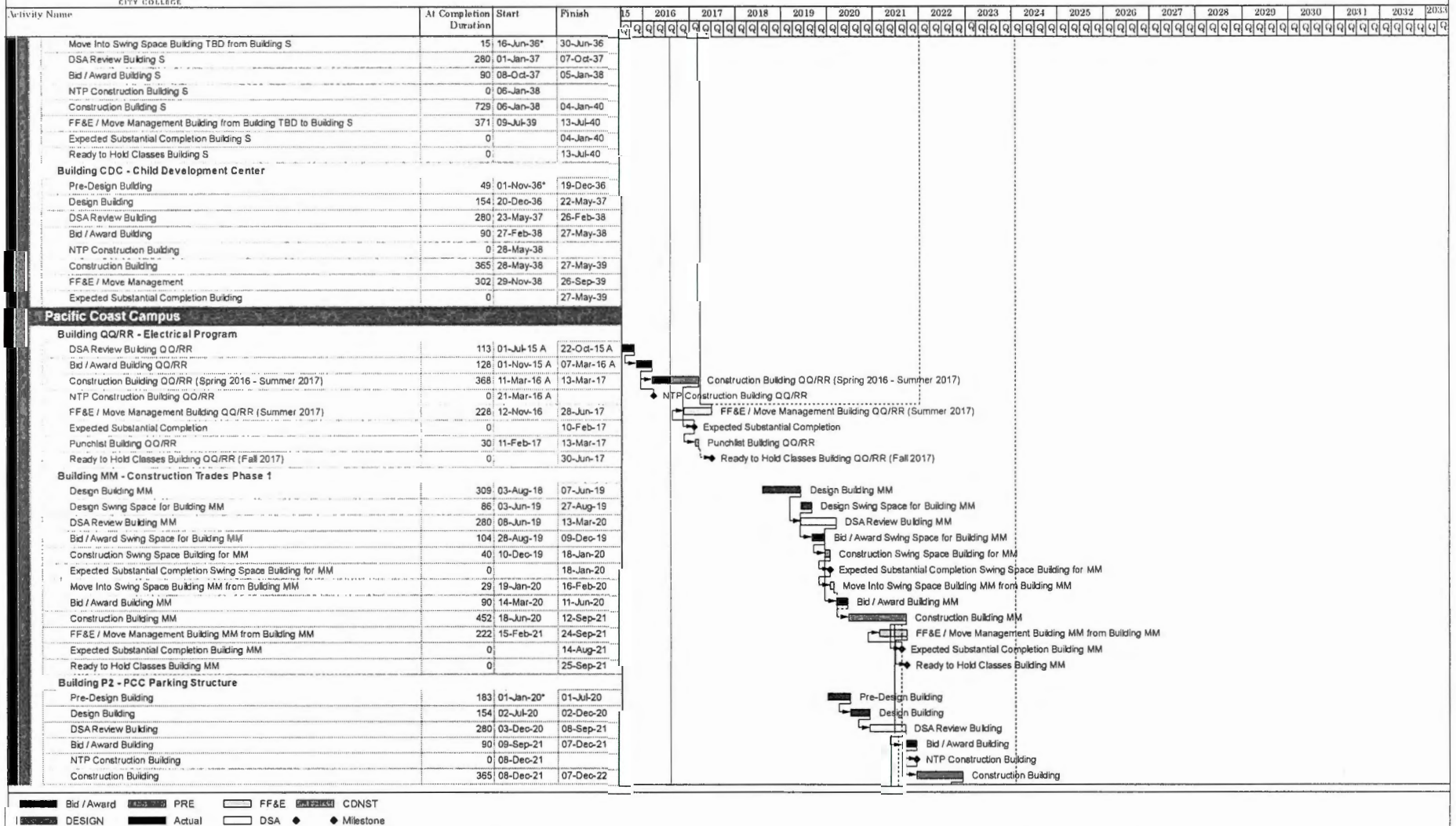
Status as of August 1, 2016





LBCC Bond Program Master Schedule

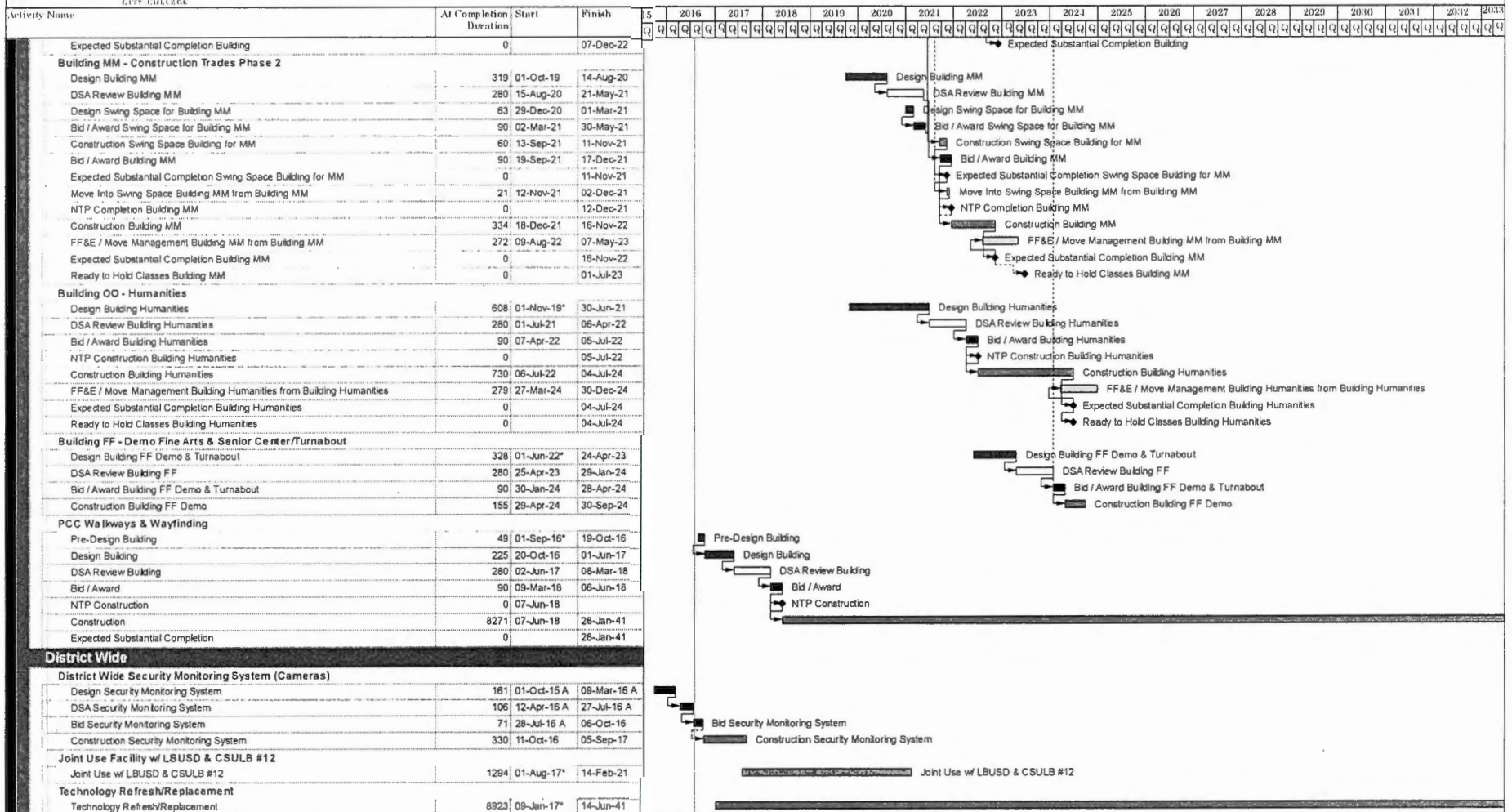
Status as of August 1, 2016





LBCC Bond Program Master Schedule

Status as of August 1, 2016



Legend: Bid / Award, Design, FF&E, DSA, Construction, Milestone

Working Copy

All Funds BUDGET vs. COMMITTED & ACTUAL REPORT

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8/9/2016

Includes Pending

		Budget				Committed				Actual	Variance	
		Original Baseline Budget	Approved Baseline Revisions	Budget Adjustments	Current Budget	Contract Original	Pending Changes	Approved Changes	Current Commitment	Actuals Received	Budget vs. Commitment	Actuals vs. Budget
		A	B	C	D = (A+B+C)	E	F	G	H = (E+F+G)	I	J=(D-H)	K=(D-I)
5820 Building QQ & RR New Construction 5820						NEW	Project Manager:		Terrance DeGray			
08003D02X30120	A/E Design Services	\$1,011,550.00	\$0.00	\$0.00	\$1,011,550.00	\$1,139,640.00	\$0.00	\$0.00	\$1,139,640.00	\$1,282,266.19	(\$128,090.00)	(\$270,716.19)
08003C03X16700	A/V & Technology	\$612,000.00	\$0.00	\$0.00	\$612,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$612,000.00	\$612,000.00
08003C01X20000A	Construction Contingency	\$644,913.00	\$0.00	\$0.00	\$644,913.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$644,913.00	\$644,913.00
08003C01X20000	Construction Cost	\$12,898,262.34	\$0.00	\$0.00	\$12,898,262.34	\$12,087,981.04	\$0.00	\$0.00	\$12,087,981.04	\$2,103,081.00	\$810,281.30	10,795,181.34
08003C01X31090	Construction Inspection	\$330,240.00	\$0.00	\$0.00	\$330,240.00	\$231,347.75	\$0.00	\$0.00	\$231,347.75	\$43,788.00	\$98,892.25	\$286,452.00
08003C01X31091	Construction Materials Testing	\$386,947.87	\$0.00	\$0.00	\$386,947.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$386,947.87	\$386,947.87
08003A02X33020	DSA Plan Check Fee	\$98,650.00	\$0.00	\$0.00	\$98,650.00	\$103,037.83	\$0.00	\$0.00	\$103,037.83	\$0.00	(\$4,387.83)	\$98,650.00
08003C03X40140	FF&E	\$304,940.00	\$0.00	\$0.00	\$304,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$304,940.00	\$304,940.00
08003P01X30185	Geotechnical Inspection/Testing	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$227,322.00	\$0.00	\$0.00	\$227,322.00	\$42,937.00	(\$207,322.00)	(\$22,937.00)
08003C01X02080	Haz Mat Abatement	\$17,568.00	\$0.00	\$0.00	\$17,568.00	\$15,885.00	\$0.00	\$0.00	\$15,885.00	\$0.00	\$1,683.00	\$17,568.00
08003B02X40160	Legal Advertising	\$5,500.00	\$0.00	\$0.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$5,500.00
08003C02X00040	Move Management	\$170,000.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$170,000.00
08003C02X31030	OCIP	\$515,930.49	\$0.00	\$0.00	\$515,930.49	\$471,935.26	\$0.00	\$0.00	\$471,935.26	\$4,180.44	\$43,995.23	\$511,750.05
08003C01X40100	Other Consultant Cost	\$4,461,725.67	\$0.00	\$0.00	\$4,461,725.67	\$79,481.00	\$0.00	\$0.00	\$79,481.00	\$45,406.81	\$4,382,244.67	\$4,416,318.86
08003B02X40170	Printing/Blueprints	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
08003C02X31000	Project Management Services	\$1,289,826.23	\$0.00	\$0.00	\$1,289,826.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,289,826.23	\$1,289,826.23
08003C01X564000	Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$11,006.67	\$0.00	\$0.00	\$11,006.67	\$6,554.47	(\$11,006.67)	(\$6,554.47)
08001C02X02600	Repair/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08000C01X02300	Site Development	\$123,500.00	\$0.00	\$0.00	\$123,500.00	\$7,890.00	\$0.00	\$0.00	\$7,890.00	\$17,714.29	\$115,610.00	\$105,785.71
08003C01X40175	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08005P01X30190	Topographical Survey	\$6,500.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$6,500.00
08003B01X33060	Utility & Usage Fees	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$7,890.00	\$0.00	\$0.00	\$7,890.00	\$1,934.29	\$12,110.00	\$18,065.71
5820	Project Total:	\$22,938,053.60	\$0.00	\$0.00	\$22,938,053.60	\$14,383,416.55	\$0.00	\$0.00	\$14,383,416.55	\$3,547,862.49	\$8,554,637.05	\$19,390,191.11
Program Total:		\$22,938,053.60	\$0.00	\$0.00	\$22,938,053.60	\$14,383,416.55	\$0.00	\$0.00	\$14,383,416.55	\$3,547,862.49	\$8,554,637.05	\$19,390,191.11

Expedition @
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Bond Management Team
Contract PO Balance Report
Based on invoices received

Date: 8/9/2016

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Paid Information from Peoplesoft

CtPO act/	Invoice Number	Invoice Date	Invoice Amount	Invoice Status	Peoplesoft Posted Date	Amount Paid
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5714B Math Tech-New Building Construction LBCC Prog#: 5714

Company Name

22026.6	Mactec Engineering & Consulting Inc.	Con/PO Amt:	18,985.99	Balance:	3,114.69	Con/PO Status: NEW
8437470	8/5/2011	\$3,433.00	PAID	9/23/2011	\$3,433.00	
8440516	9/2/2011	\$11,254.93	PAID	9/23/2011	\$11,254.93	
8452165	12/30/2011	\$150.30	PAID	1/31/2012	\$150.30	
S11610123	5/25/2012	\$886.77	PAID	6/18/2012	\$886.77	
S13630752	12/21/2012	\$146.30	NEW		\$146.30	

Vendor Invoice Total: \$15,871.30 \$15,871.30

Company Name

22042.2	Ninyo & Moore	Con/PO Amt:	196,114.00	Balance:	60,700.25	Con/PO Status: NEW
177737	1/7/2014	\$1,759.50	NEW	2/4/2014	\$1,759.50	
178271	1/28/2014	\$8,867.25	NEW	2/12/2014	\$8,867.25	
178905	3/18/2014	\$18,440.25	NEW	4/3/2014	\$18,440.25	
179272	3/26/2014	\$8,838.50	NEW	4/11/2014	\$8,838.50	
180130	4/29/2014	\$9,815.25	NEW	5/15/2014	\$9,815.25	
180539	5/27/2014	\$19,921.50	NEW	6/18/2014	\$19,921.50	
181324	6/30/2014	\$3,881.00	NEW	7/31/2014	\$3,881.00	
181971	7/29/2014	\$1,383.00	NEW	8/20/2014	\$1,383.00	
182723	8/22/2014	\$6,591.00	NEW	9/23/2014	\$6,591.00	
183377	9/30/2014	\$4,577.50	NEW	11/4/2014	\$4,577.50	
183892	10/23/2014	\$12,209.00	NEW	11/21/2014	\$12,209.00	
184613	11/26/2014	\$5,694.00	NEW	1/7/2015	\$5,694.00	
185137	12/22/2014	\$2,451.50	NEW	2/6/2015	\$2,451.50	
185766	1/16/2015	\$3,222.25	NEW	2/6/2015	\$3,222.25	
186803	2/27/2015	\$13,537.75	NEW	3/19/2015	\$13,537.75	
187175	3/19/2015	\$2,422.00	NEW	6/16/2015	\$2,422.00	
187974	4/22/2015	\$4,773.00	NEW	6/16/2015	\$4,773.00	
189872	6/1/2015	\$396.50	NEW	6/16/2015	\$396.50	
190320	6/18/2015	\$1,255.00	NEW	6/30/2015	\$1,255.00	
192030	8/26/2015	\$5,151.00	NEW	9/24/2015	\$5,151.00	
192910	9/28/2015	\$227.00	NEW		\$227.00	

Vendor Invoice Total: \$135,413.75 \$135,413.75

Bond Management Team
Contract PO Balance Report
Based on invoices received

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Paid Information from Peoplesoft

CtPO act/	Invoice Number	Invoice Date	Invoice Amount	Invoice Status	Peoplesoft Posted Date	Amount Paid	
5714B	Math Tech-New Building Construction				LBCC Prog#:	5714	
Company Name							
22046.7	Penn Corporate Relocation Services			Con/PO Amt:	19,656.00	Balance:	6,957.13 Con/PO Status: NEW
	I20150428	5/20/2015	\$1,640.31	NEW		\$1,640.31	
	I20150657	7/21/2015	\$279.26	NEW		\$279.26	
	I20150756	8/11/2015	\$9,411.30	NEW		\$9,411.30	
	I20150799	8/21/2015	\$1,368.00	NEW		\$1,368.00	

Vendor Invoice Total: \$12,698.87 \$12,698.87

Company Name							
22047.8	Marlene Imirzian & Associates		Con/PO Amt:	74,180.00	Balance:	8,738.67	Con/PO Status: NEW
	1704-1	10/1/2011	\$19,180.00	PAID	12/20/2011	\$19,180.00	
	1704-2	11/1/2011	\$32,080.00	PAID	12/20/2011	\$32,080.00	
	1704-3	1/27/2012	\$3,440.00	PAID	2/9/2012	\$3,440.00	
	1704-4	8/23/2012	\$10,520.00	NEW		\$10,520.00	
	1704-5	3/21/2014	\$221.33	NEW		\$221.33	

Vendor Invoice Total: \$65,441.33 \$65,441.33

Company Name							
22048.1	Vantage Technology Consulting Group		Con/PO Amt:	4,600.00	Balance:	0.00	Con/PO Status: NEW
	11-10023	10/31/2011	\$4,600.00	PAID	12/19/2011	\$4,600.00	

Vendor Invoice Total: \$4,600.00 \$4,600.00

Company Name							
22050.6	Enovity		Con/PO Amt:	70,700.00	Balance:	0.00	Con/PO Status: NEW
	00001	9/30/2012	\$8,924.44	NEW		\$8,924.44	
	00002	1/8/2013	\$2,535.00	NEW		\$2,535.00	
	00003	2/20/2013	\$2,930.56	NEW		\$2,930.56	
	00004	1/22/2014	\$1,835.00	NEW		\$1,835.00	
	00005	2/28/2014	\$2,236.35	NEW		\$2,236.35	
	00006	5/31/2014	\$5,947.40	NEW		\$5,947.40	
	00007	7/17/2014	\$3,292.40	NEW		\$3,292.40	
	00008	7/31/2014	\$2,797.40	NEW		\$2,797.40	
	00009	8/31/2014	\$1,280.00	NEW		\$1,280.00	
	00010	9/30/2014	\$2,211.54	NEW		\$2,211.54	
	00011	10/31/2014	\$3,746.76	NEW		\$3,746.76	
	00013	1/31/2015	\$4,072.50	NEW		\$4,072.50	

Bond Management Team
Contract PO Balance Report
Based on invoices received

Date: 8/9/2016

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Paid Information from Peoplesoft

CtPO act/	Invoice Number	Invoice Date	Invoice Amount	Invoice Status	Peoplesoft Posted Date	Amount Paid	
5714B		Math Tech-New Building Construction			LBCC Prog#:		5714
Company Name							
PO 75036	Snowden Electric		Con/PO Amt:	10,396.00	Balance:	0.00	Con/PO Status: NEW
15-0293	7/28/2015	\$10,396.00	NEW		\$10,396.00		
Vendor Invoice Total:		\$10,396.00		\$10,396.00			
Company Name							
PO 75054	Krueger Interiors		Con/PO Amt:	431,250.67	Balance:	0.00	Con/PO Status: NEW
13508410	7/7/2015	\$431,250.67	NEW		\$431,250.67		
Vendor Invoice Total:		\$431,250.67		\$431,250.67			
Company Name							
PO 75055	Krueger Interiors		Con/PO Amt:	16,975.01	Balance:	0.00	Con/PO Status: NEW
13506243	6/30/2015	\$16,975.01	NEW		\$16,975.01		
Vendor Invoice Total:		\$16,975.01		\$16,975.01			
Company Name							
PO 75056	Catalyst		Con/PO Amt:	57,456.95	Balance:	3,449.85	Con/PO Status: NEW
5776	7/31/2015	\$54,007.10	NEW	8/31/2015	\$54,007.10		
Vendor Invoice Total:		\$54,007.10		\$54,007.10			
Company Name							
PO 75076	Catalyst		Con/PO Amt:	195,112.25	Balance:	0.01	Con/PO Status: CLO
5612	6/30/2015	\$193,278.23	NEW	8/25/2015	\$193,278.23		
5637	7/15/2015	\$1,834.01	NEW	8/31/2015	\$1,834.01		
Vendor Invoice Total:		\$195,112.24		\$195,112.24			
Company Name							
PO 75084	Best Buy		Con/PO Amt:	2,404.21	Balance:	4.07	Con/PO Status: NEW
19056861	5/12/2015	\$2,042.94	NEW		\$2,042.94		
1902117	5/12/2015	\$357.20	NEW		\$357.20		
Vendor Invoice Total:		\$2,400.14		\$2,400.14			
Company Name							
PO 75091	Catalyst		Con/PO Amt:	175,804.78	Balance:	367.67	Con/PO Status: NEW
5636	7/15/2015	\$973.15	NEW	8/31/2015	\$973.15		
5612	7/22/2015	\$174,006.78	NEW	8/25/2015	\$174,006.78		
5712	7/31/2015	\$457.18	NEW	8/31/2015	\$457.18		
Vendor Invoice Total:		\$175,437.11		\$175,437.11			

Bond Management Team
Contract PO Balance Report
 Based on invoices received

Date: 8/9/2016

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Paid Information from Peoplesoft

CtPO act/	Invoice Number	Invoice Date	Invoice Amount	Invoice Status	Peoplesoft Posted Date	Amount Paid
<hr/>						
5714B	Math Tech-New Building Construction				LBCC Prog#:	5714
<hr/>						
Company Name						
PO 75995	Superior Recreational Products		Con/PO Amt:	5,744.97	Balance:	0.00 Con/PO Status: CLO
inv0076957	9/28/2015	\$5,744.97	NEW		\$5,744.97	
<hr/>						
Vendor Invoice Total:		\$5,744.97	\$5,744.97			
<hr/>						
Company Name						
PO 75996	Claridge		Con/PO Amt:	5,607.38	Balance:	0.00 Con/PO Status: CLO
in303421	10/13/2015	\$5,607.38	NEW		\$5,607.38	
<hr/>						
Vendor Invoice Total:		\$5,607.38	\$5,607.38			
<hr/>						
Company Name						
PO 76099	Architechtrual Sign Identity		Con/PO Amt:	1,925.60	Balance:	-13.20 Con/PO Status: CLO
303	2/11/2016	\$1,938.80	NEW		\$1,938.80	
<hr/>						
Vendor Invoice Total:		\$1,938.80	\$1,938.80			
<hr/>						
Company Name						
PO 76100	Architechtrual Sign Identity		Con/PO Amt:	1,276.68	Balance:	-6.96 Con/PO Status: CLO
302	2/11/2016	\$1,283.64	NEW		\$1,283.64	
<hr/>						
Vendor Invoice Total:		\$1,283.64	\$1,283.64			
<hr/>						
Company Name						
PO 76122	Architechtrual Sign Identity		Con/PO Amt:	10,600.92	Balance:	-62.74 Con/PO Status: CLO
331	5/20/2016	\$10,663.66	NEW		\$10,663.66	
<hr/>						
Vendor Invoice Total:		\$10,663.66	\$10,663.66			
<hr/>						
Company Name						
PO 76126	Architechtrual Sign Identity		Con/PO Amt:	10,081.00	Balance:	0.00 Con/PO Status: CLO
330	5/20/2016	\$10,081.00	NEW		\$10,081.00	
<hr/>						
Vendor Invoice Total:		\$10,081.00	\$10,081.00			
<hr/>						
Company Name						
PO 76221	Clark Security Products		Con/PO Amt:	503.19	Balance:	-16.63 Con/PO Status: CLO
19k-074185	10/19/2015	\$519.82	NEW		\$519.82	
<hr/>						
Vendor Invoice Total:		\$519.82	\$519.82			
<hr/>						
Company Name						
PO 76311	Alley Cat Development, Inc		Con/PO Amt:	12,925.00	Balance:	0.00 Con/PO Status: CLO
00001	8/27/2015	\$12,925.00	NEW		\$12,925.00	
<hr/>						
Vendor Invoice Total:		\$12,925.00	\$12,925.00			



LONG BEACH
CITY COLLEGE

2016 Report to the Community



Douglas Otto



Irma Archulera



Dr. Virginia Baxter



Jeffrey Kellogg



Sunny Zia

President's Message



To Our Long Beach City College Community:

On behalf of Long Beach City College faculty and staff and our Long Beach Community College District Board of Trustees, I am pleased to present our Annual Report to the Community for 2015.

Since 1927 Long Beach City College has been educating and preparing students for career success, whether they move directly into the job market or transfer to a university.

Nearly 30,000 students each semester look to LBCC to help meet their career and educational goals. Thousands more are served through our economic development and job training initiatives, which directly contribute to job creation, business growth and a stronger regional economy.

I am proud of all that Long Beach City College's students, faculty and staff accomplished last year. It is an honor and a privilege for all of us to serve our community as we prepare our students to succeed in their chosen careers and future educational pursuits.

Thank you for your ongoing support of student success at Long Beach City College.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eloy Ortiz Oakley".

Eloy Ortiz Oakley
Superintendent-President
Long Beach Community College District

College Mission

Long Beach City College promotes equitable student learning and achievement, academic excellence, and workforce development by delivering high quality educational programs and support services to our diverse communities.



@LBCityCollege
www.LBCC.edu

New Facilities Modernize LBCC Campuses

LBCC's \$616-million modernization program continued to improve the student learning environment, thanks to taxpayer supported bonds in 2002 and 2008. In 2015, the construction highlights included:



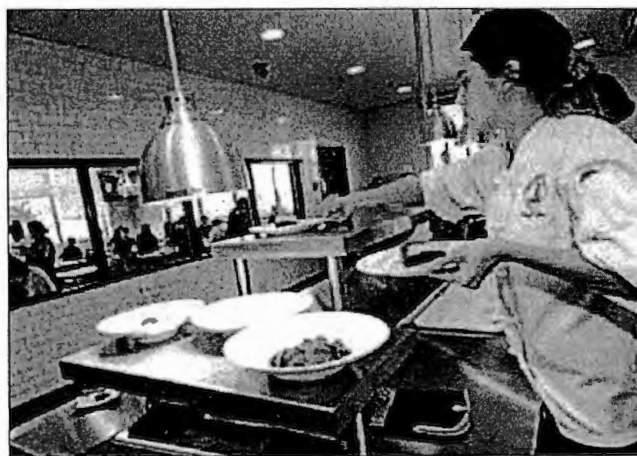
Building V at the Liberal Arts Campus is the new home for the Culinary Arts Department and the Math Department.

New culinary arts and math building at the Liberal Arts Campus

The newly constructed \$43.7 million Building V contains 73,650 square feet and houses the Culinary Arts Department, the Math Department and LBCC's Reprographics services. The new building features seven instructional kitchens, a student-run restaurant, a student-run bakery counter, a new Math Student Success Center, and 15 new math classrooms with charging stations and expanded capacity for wireless computer-assisted instruction. Building V also received the Platinum designation, which is the highest level of Leadership in Energy and Environmental Design (LEED) certification. The building's energy efficient features include an underground storm water retention system and water efficient fixtures in the bathrooms and kitchens.



Grand Opening of Building V (Left to right) Long Beach Councilman Dee Andrews, Trustee Sunny Zia, President Doug Otto, Vice President of Administrative Services Ann-Marie Gabel, Superintendent-President Eloy Ortiz Oakley, Trustee Dr. Virginia Baxter and Long Beach City Councilman Roberto Uranga.



Building V includes seven instructional kitchens, and a restaurant and bakery corner run by LBCC students.

Central Quad improvements at the Liberal Arts Campus

The heart of the Liberal Arts Campus received a major facelift. A new pavilion, walkway improvements and a 365,000 gallon active storm water system were all added to the Central Quad, along with drought resistant landscaping.

The Central Quad includes improved walkways.



Newly renovated classroom buildings at the Pacific Coast Campus

The \$24.6-million renovation of Buildings AA and BB was the first major overhaul of the Art Deco-style buildings in more than 35 years. The buildings, at a combined total of 44,933 square feet, provide students and faculty with state-of-the-art classrooms, lecture hall, conference room, administrative wing and faculty offices, and will utilize “green” features to save energy and water use, including environmentally friendly landscaping.

Advanced Transportation Technology program improvements at the Pacific Coast Campus

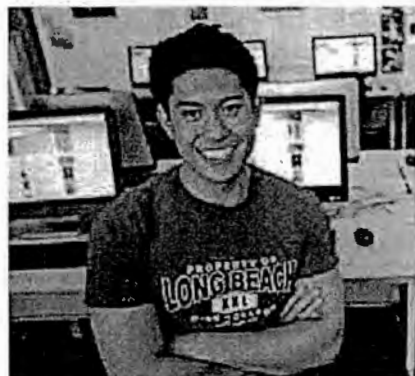
The College installed two new auto lifts, and carbon dioxide and methane detectors in Building JJ as part of the Advanced Transportation Technology program’s move to a new location.



Renovations in Buildings AA and BB updated the classrooms while preserving the Art Deco style.



(Left to right) Long Beach Councilman Roberto Uranga, Trustee Jeffrey Kellogg, Superintendent-President Eloy Ortiz Oakley, President Doug Otto, Vice President of Administrative Services Ann-Marie Gabel and Long Beach Councilman Dee Andrews at the ribbon-cutting ceremony for Buildings AA and BB.



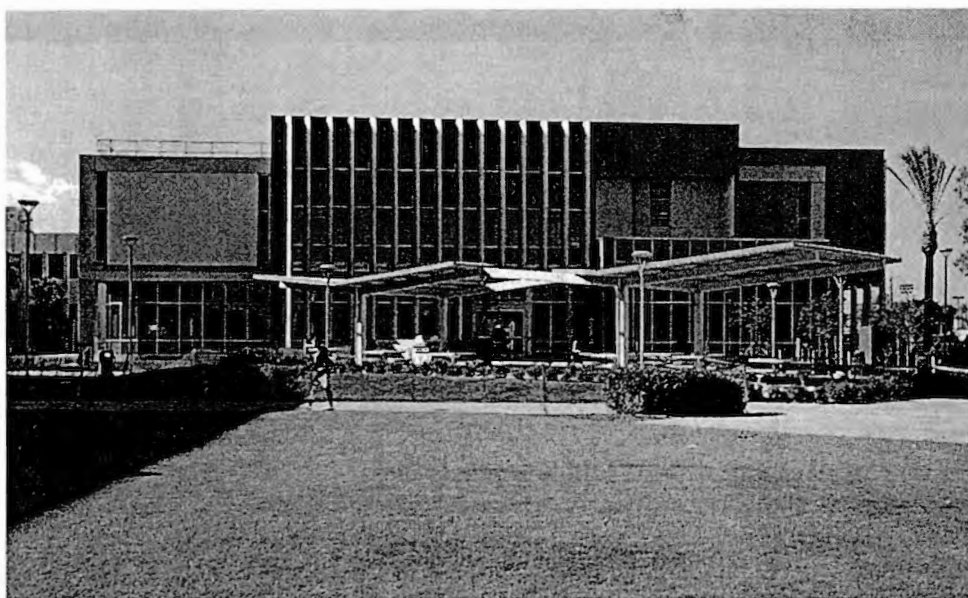
LONG BEACH CITY COLLEGE



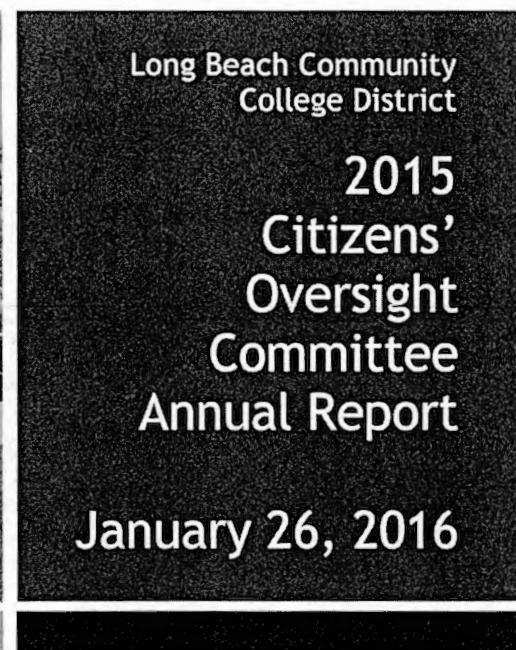
Special thanks to the Long Beach City College Foundation and our sponsors
for their generous support of this Annual Report.

Antique Market Presented by Americana • Cordoba Corporation
Goldman Sachs • Earl & Loraine Miller Foundation

AES Alamitos • Bess Hodges Foundation • Burnham Benefits • Howard & Elaine Davis
Edison International • GRD • Keenan and Associates • Los Angeles County Supervisor Don Knabe
Long Beach Area Chamber of Commerce • Kevin Nagle • Port of Long Beach
RBC Capital Markets • Union Bank • Dr. Mike & Arline Walter



NEW STUDENT SERVICES CENTER – BUILDING GG AT PCC



Superintendent-President

by Eloy O. Oakley



On behalf of the Long Beach Community College District, the Board of Trustees, and the Measure E Citizens Oversight Committee, I am pleased to present the 2015 Annual Measure E Report to the Community. Over the past year, the Measure E bond has once again transformed our College and made a tremendous impact on student success.

We kicked off 2015 by dedicating two newly renovated classroom buildings at the Pacific Coast Campus in January. This renovation is the first major overhaul of the Art-Deco style AA and BB buildings in more than 35 years. The buildings provide students and faculty with state-of-the-art classrooms with the newest, modern tools for learning and utilize "green" features to save energy and water.

In the fall, we opened our much-anticipated Building V located at our Liberal Arts Campus. This is the new

home of our Culinary Arts and Math departments.

The new Culinary Arts facilities are helping LBCC meet the region's growing demand for skilled restaurant industry employees by preparing our students in one of the top educational facilities of its kind in all of Southern California. LBCC students are learning culinary techniques in seven large instructional kitchens and gaining hands-on experience by working in real-time environments, with our new student-run restaurant and bakery counter. They receive training in all aspects of the business, from hosting and service to preparing three-course meals.

In the Math Department, LBCC is using innovative teaching tools that will ultimately achieve higher success rates in our math courses. The Math Student Success Center has 70 computer workstations and five student study and math workshop rooms. The 15 Math classrooms all have charging stations and expanded capacity for wireless computer-assisted instruction.

These improvements would not have been possible without the voters of Long Beach, Lakewood, Signal Hill and Avalon and their support of our campus modernization program. Because of our community's support, we are able to give our students the tools they need to succeed in college and beyond. As we consider the facility needs of the future, I am hopeful that the community will continue to support Long Beach City College. We are thankful for your ongoing support and your commitment to the success of our students.

Sincerely,

Eloy Ortiz Oakley
Superintendent-President
Long Beach Community College District



Building C at LAC

Board of Trustees

Douglas W. Otto, President
Irma Archuleta, Vice President
Dr. Virginia L. Baxter
Jeffrey A. Kellogg
Sunny Zia



Superintendent-President

Eloy O. Oakley

Vice President, Administrative Services

Ann-Marie Gabel

Citizens' Oversight Committee

Through June 30, 2015

Elaine McDaniel, Vice Chairperson
David See
Phil Bond, Chairperson
Jon Gotz
William Marmion
Stella Ursua
Lokilani Hunt,
ASB President

Effective July 1, 2015

Elaine McDaniel, Chairperson
David See
Phil Bond
Jon Gotz, Vice Chairperson
William H. Marmion, Secretary
Stella Ursua
Dalziel Arambula,
ASB President

Representing

Community At Large
Bona-Fide Tax Payers Association
Local Business Community
Support Organization for the College
Senior Citizens Organization
Community At Large
Associated Student Body

The Citizens Oversight Committee met on January 26 and August 17, 2015. At each meeting we reviewed the quarterly expenditure reports and noted that all expenditures were for projects that appeared on the ballots as approved by the voters. The Committee also reviewed and relies on annual financial and performance audit reports.



Message from the Committee Chair

by Elaine McDaniel

The Citizens' Oversight Committee (COC) is honored to submit the 2015 Annual Report to the Long Beach Community College District Board of Trustees and the community. This report illustrates the progress made in the building program during the 2015 calendar year using funds provided through the Measure E Bond Program.

Completed projects include LBCC Building V, Storm Water Compliance Project, Building AA Basement Infill Project, and the Modular Trailer Partial Removal. These projects were on both the Liberal Arts and Pacific Coast Campuses. Several maintenance projects, such as roof replacements, were also completed during this year.

The COC meets twice during the calendar year to review both completed and proposed projects. The Committee also reviews the fiscal health of the accounts and the audit of the financial records. There were no audit findings in the annual audit, and the program is in full compliance with all requirements.

The COC welcomes the community to all its meetings. Meeting information can be found at www.lbcc.edu/bondprogram/COC.cfm. The Committee's duty is to insure that the funds raised through Measure E are spent wisely and monitored continually. This program is for the benefit of both the College and the community.

Respectfully submitted,

Elaine McDaniel
COC Chairperson

Upcoming Construction Projects

Several projects are in the beginning stages of construction at both LAC and PCC including the District Wide Security Monitoring System. Projects will be led by our Facilities Department and the Bond Management Team. Updates on projects are reported to the Facilities Advisory Committee and the Citizens' Oversight Committee during the year.

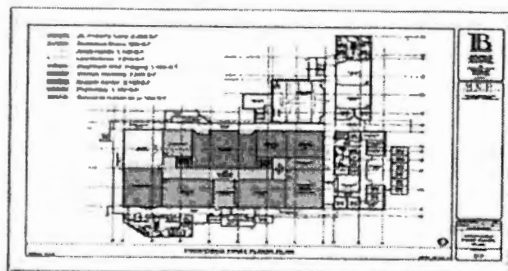


PCC Buildings QQ & RR

Building QQ will be a new 24,000 GSF building for Electrical labs, classrooms, offices, Dyer Hall, and a new Lifetime Learning Center. The 6,000 GSF Building RR will be renovated for the Electrical program's robotics labs. Horticulture will also have a new area. The scope of this project includes the demolition of Buildings OO, PP and FF. Demolition has been completed and construction is scheduled to begin Spring 2016.

LAC Building D - 1st Floor Renovation

The District will be renovating 16,000 square feet of the 1st floor for new Science Labs. Physiology, Diagnostic Medical Imaging and Allied Health will have new classrooms. Construction scheduled to start Spring 2016.



FUTURE PROJECTS



LAC Building P Renovation

The English Studies building will be renovated with state of the art classrooms, offices and improved accessibility. The classic style of architecture will be maintained to the building. Construction is scheduled to start Fall 2016.



LAC Building J Renovation

The Auditorium, will receive a major renovation to address structural, accessibility, mechanical systems, and program enhancements. Construction is scheduled to start Spring 2017.

Inspection of College Facilities and Grounds Where Bond Proceeds Are Being Spent

Construction, modernization, and renovation projects that the Long Beach Community College District residents voted for in the 2008 Measure E Bond funds ballot which came to life in 2015 included the following:

Grand Opening for PCC Buildings AA & BB Multi-Disciplinary Building and Administration Offices January 27, 2015



Pictured above: Roberto Uranga, Long Beach Councilmember; Jeff Kellogg, Board President; Eloy Oakley, Superintendent-President; Doug Otto, Board Vice-President; Ann-Marie Gabel, Vice President Administrative Services; Dee Andrews, Long Beach Councilmember.

Grand Opening for LAC Building V Math Technology & Culinary Arts August 17, 2015



Pictured above: Dee Andrews, Long Beach Councilmember; Sunny Zia, Board Member; Doug Otto, Board President; Ann-Marie Gabel, Vice President Administrative Services; Eloy Oakley, Superintendent-President; Dr. Virginia Baxter, Board Member; Roberto Uranga, Long Beach Councilmember.

Measure E - 2008

On February 5, 2008, voters residing in the District were asked: "to qualify for State matching funds that will better prepare Long Beach college students for high demand jobs, shall Long Beach Community College District renovate science, nursing, police, and firefighting classrooms, upgrade classroom technology and high-tech training labs; repair aging roofs, electrical, plumbing, heating, and ventilation; and upgrade/construct/equip/acquire classrooms, facilities, sites; by issuing \$440 million in bonds, at legal rates, with citizens oversight, mandatory audits, and all funds staying local to improve Long Beach City College facilities?" The voters overwhelmingly approved the measure with a 73.22% pass rate.

Citizens' Oversight Committee Charge

It is the charge of the Citizens' Oversight Committee (COC) to monitor the expenditures of the Measure E 2008 Bond funds and report to the public on the District's compliance with Proposition 39. Part of the committee's role is to: 1) review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure and no bond proceeds are used for any teacher or administrative salaries or other operating expenses; 2) present to the Board, in a public session, an annual written report; and 3) receive and review copies of the District's annual independent performance audit and annual independent financial audit of the bond construction fund.

Receive and Review the Annual Independent Performance Audit

The audit firm of Vicenti, Lloyd, & Stutzman, LLP presented its performance audit findings for Fiscal Year Ended June 30, 2014 to the COC at its meeting of January 26, 2015. The Performance Audit for Fiscal Year Ended June 30, 2014 was received by the COC unanimously.

The audit firm of Vicenti, Lloyd, & Stutzman, LLP conducted the Performance Audit for Fiscal Year Ended June 30, 2015. The performance audit team evaluated the Long Beach Community College District's (District) Measure E Bond Program expenditures against 2008 Measure E and Proposition 39 requirements. The audit team tested expenditures during the period July 1, 2014 through June 30, 2015 for compliance with Bond Program objectives.

	Total Expenditures	Expenditures Tested	Percent Tested
2008 Measure E Bond 7/1/14 - 6/30/15	\$47,068,459	\$36,314,977	77%

The audit team conducted its audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States and reported that the audit found no discrepancies in the use of expenditures for approved Bond Fund purposes. In addition there were no audit findings observed. The audit will be

presented to the COC on January 25, 2016. To view the complete audit reports, please visit the District's Measure E Bond Audit page at: www.lbcc.edu/BondProgram/COC.cfm.

Receive and Review the Annual Independent Financial Audit as it Relates to the Bond Funds

Vicenti, Lloyd, & Stutzman, LLP presented its Financial Audit findings for Fiscal Year Ended June 30, 2014 to the COC at its January 26, 2015 meeting. The Financial Audit for Proposition 39, General Obligation Bonds and Measure E Bond for the Year Ended June 30, 2014 was received by the COC unanimously.

The financial audit firm of Vicenti, Lloyd, & Stutzman, LLP conducted the Financial Audit for Proposition 39, General Obligation Bonds for the 2008 Measure E Bond for the Year Ended June 30, 2015. The financial audit team conducted its audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

In regard to the audits of the 2008 Measure E Bond for the Year Ended June 30, 2015, it is the opinion of the financial audit team that the financial statements present fairly, in all material respects, the financial position and results of operations for the Bond Construction Fund of the Long Beach Community College District as of June 30, 2015 in accordance with accounting principles generally accepted in the United States of America.

There were no findings or questioned costs related to Bond Construction Fund financial statements, and the District received an unmodified audit opinion. The audit will be presented to the COC on January 25, 2016. To view the complete audit reports, please visit the District's Measure E Bond Audit page at: www.lbcc.edu/Fiscal/measure-e-bond-audit.cfm.

General Obligation Bond Refunding Saves Taxpayers' Money

In an effort to save taxpayers' money with the General Obligation Bonds they approved for the District, Refunding Bonds were offered for sale. On June 9, 2015, the Long Beach Community College District offered for sale \$32,545,000 of its General Obligation Refunding Bonds, 2015 Series F. The proceeds of the sale were applied to the refund the following issuances: \$13,930,000 outstanding principal of the \$65,000,000 General Obligations Bonds, 2002 Election, Series B (2005), and \$21,245,000 of the \$39,848,884 outstanding principal amount of \$48,373,981.10 General Obligation Bonds, 2008 Election, 2008 Series A. The sale generated a \$3,656,692 net present value debt service savings (10.4%) over the original issuance.



ROUTING FORM

Project Information

Project Name Facilities Planning and Management

Site 918

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment
Checklist

- ☐ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name Cordoba Corporation

Agency's Contact Randall Martinez

OUSD Vendor ID #

Vendor Title: Construction Manager

Address 461 Second Street, Suite 454T
San Francisco, CA 94107

Telephone (415) 930-9987

Policy Expires:

1-20-2017

Contractor History Previously been an OUSD contractor?

☐ Yes

Worked as an OUSD employee? ☐ Yes

OUSD Project # 00918

Term

Date Work Will Begin

12/1/2016

Date Work Will End By

11/30/2017

(not more than 5 years from start date)

Compensation

Total Contract Amount

Total Contract Not To Exceed

\$900,000.00

Pay Rate Per Hour (if Hourly)

If Amendment, Changed Amount

Other Expenses

Requisition Number

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object	Amount
9450	Fund 21, Measure J	9189905809	5825	\$900,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

Division Head	Phone	510-535-7038	Fax	510-535-7082
1. Director, Department of Facilities Planning and Management	Signature	Date Approved	11/9/16	
2. General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	11-14-16	
3. Deputy Chief, Department of Facilities Planning and Management	Signature	Date Approved		
4. Senior Business Officer, Board of Education	Signature	Date Approved		
5. President, Board of Education	Signature	Date Approved		