



5286 East Home Avenue • Fresno, California 93727-2103
Phone [559] 251-0301 • Fax [559] 251-8645 • www.harrisconstruction.com

February 14, 2012

Fresno Unified School District
Purchasing Services
4498 N. Brawley Avenue
Fresno, 93722

ATTN: Lisa LeBlanc

RE: Pre Construction Services Agreement for:
Southwest Middle School – New School

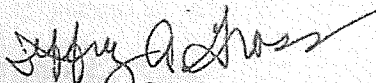
SUBJECT: Contract Documents

Enclosed are two (2) signed originals of the above referenced agreements printed from your e-mail dated February 9, 2012. In addition, I have included two copies of the requested Certificates of Insurance naming the District as "Additional Insured"

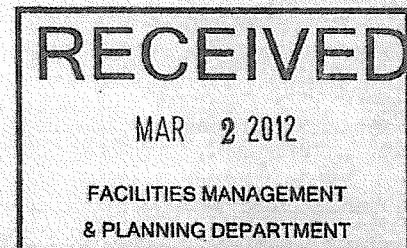
I hope you find everything in order. It is understood that the District will retained one (1) fully executed copy for their files and return one (1) fully executed copy for our files. Do not hesitate to contact me for any further information or services.

Sincerely,

Harris Construction Company, Inc.


Jeffrey A. Gross
Director, Contract Administration

Enclosures: a/s



*Rec. signed
copy*

PRE CONSTRUCTION SERVICES AGREEMENT

This Pre Construction Services Agreement ("Agreement") is entered into by Fresno Unified School District, a school district duly organized and validly existing under the Constitution and laws of said State of California (hereinafter the "District"), and Harris Construction Co., Inc., a California corporation duly organized and existing under the General Corporation Law of the State of California (hereinafter the "Builder"), as of February 10, 2012 ("Effective Date"), for the purposes of providing pre construction services for the construction of Southwest Middle School - "New School" (hereinafter "Project").

RECITALS

- A. District is the owner of real property commonly known as the Southwest Middle School Campus ("Project Site").
- B. District intends to renovate existing facilities and/or construct new facilities at the Project Site.
- C. District desires that Contractor furnish preliminary design review services under the terms of this Agreement, including plan and design review, value engineering, schedule preparation and other services as described herein (the "Services").
- D. Contractor represents that it is willing and able to provide the Services under the terms and conditions set forth in this Agreement

NOW THEREFORE, the parties mutually agree as follows:

Agreement. In consideration of the promises and mutual covenants contained herein, the District hereby employs Contractor to perform the Services and Contractor agrees to expeditiously same.

Compensation. In return for District's selection of Contractor to construct the Project, the Services rendered hereunder shall be performed at no cost to the District. However, should the District utilize another contractor to construct the Project, the District shall pay and Contractor shall receive as full compensation for all Services contemplated and rendered hereunder, a total sum of Five Thousand Dollars (\$5,000.00).

ARTICLE I. - BUILDER'S SERVICES AND RESPONSIBILITIES

The Builder's services shall consist of those services performed by the Builder, Builder's employees and Builder's consultants as enumerated in Article II of this Agreement.

ARTICLE II. - SCOPE OF BUILDER'S SERVICES

A. **Scope.** Builder agrees to perform the following services described in this Article.

- a. **Site Evaluation:** During this evaluation, Builder shall make recommendations relating to scope, constructability and schedule of the Project, also review the scope of demolition work to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the design and minimize unforeseen conditions. Builder shall not be responsible for the identification, surveying or assessing of hazardous materials. The District has contracted with a consultant to provide abatement design services. These services include discovery, testing, responsibility for scope and contract documents and required monitoring of the work. Contractor will be responsible for bidding, scheduling and incorporating the work into the project.
- b. **Constructability Review:** Review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Builder's Review shall have an emphasis on ensuring that the project can be completed within available budget, to the level of quality and educational goals desired, and can be completed within the established schedule. Builder shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Builder shall identify areas where value engineering principles could be applied, and identify long lead items. Constructability reviews shall be completed within 2 weeks of receipt of the Architect's Plans and Specifications.
- c. **Design/Coordination Meetings:** Participate in conference calls with the design team and owner as needed.
- d. **Value Engineering:** Provide value engineering reviews with each constructability review indicating cost savings and schedule impact. Assist the Architect and District in considering operating and or maintenance costs with respect to selecting systems and products for the Project.
- e. **Schedule:** Establish master CPM project schedule which includes all milestone dates including submittal of the guaranteed maximum price proposal, design, estimating, bidding, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and owner move in. Provide schedule updates with each estimate or more often if reasonably required to communicate market conditions.
- f. **Estimate:** Provide cost estimates, based on Design Documents. The cost estimate shall identify all trades and unit costs. Builder shall also identify all allowances, contingencies, General Condition costs and fees. If any cost estimate submitted to the District exceeds previously approved estimates for the Construction Budget,

the Builder shall make appropriate recommendations to the District for getting the Project back on budget.

- g. **Bidding strategies:** Consult with Architect and District for timing of bids, development of alternates, bid package scoping, District supplied front end documents. Perform bidding functions. Evaluate bids for deficiencies, capabilities and compliance with bid documents. Work with subcontractors, Architect and District to ensure bidders are providing the best value to the District. Bid analysis shall include recommendations for award including analysis of bid alternates. Builder shall use its standard pre-qualification process for this project.
- h. **Construction Planning:** Provide assistance in construction planning including phasing, staging, site logistics, sequencing, fencing, office locations, means and methods, and bid package development.
- i. **Presentations:** Builder may be required to make formal presentations to the governing board of District and attend public outreach, and community meetings as requested by the District staff. This work shall be tracked and paid for on a time and materials basis not to exceed \$1,000.

B. **Limited Authority.** The duties, responsibilities and limitations of authority of Builder shall not be restricted, modified or extended without written agreement between the District and Builder.

Schedule. Builder will make every effort to perform constructability reviews and estimates within two (2) weeks of receipt of the documents from the Architect.

ARTICLE III. - DISTRICT'S RESPONSIBILITIES

The District shall provide to the Builder information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

ARTICLE IV. - TERMINATION

1. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Builder; or if the District should decide to abandon or indefinitely postpone the Project.

2. In the event of a termination based upon abandonment or postponement by District, the District shall pay to the Builder for all services performed and all expenses incurred under this agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement in an amount not to exceed \$5,000.00. Actual bidding costs, if accrued, will not be reimbursable. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to

complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Builder.

3. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Builder. In the event of a termination without cause the District shall pay to the Builder for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination in an amount not to exceed \$5000.00. Bidding costs, if accrued, will not be reimbursable. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Builder.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this Builder, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Builder agrees to continue the work diligently to completion. If the dispute is not resolved, Builder agrees it will neither rescind the Agreement nor stop the progress of the work. Any controversy or claim arising out of or relating to this Agreement shall be settled by mediation in Fresno County in accordance with the rules of the Fresno County Superior Court ("Mediation Rules"). To the extent that the provisions within this Article do not conflict with the Mediation Rules, the parties agree to all of the provisions set forth in this Article. If requested, the parties agree to permit Architect to participate in any mediation. If the parties are unable to agree on the mediator within thirty (30) days of the receipt of a written request for mediation, they shall request that the presiding judge of the Fresno County Superior Court designate one. The District shall pay one-half of the cost of the mediation and the Builder shall pay one-half of the cost of mediation or if Architect participates in the mediation, each party shall pay one-third of the cost of mediation. Each party shall be responsible for its own attorney's fees and costs as to any such mediation. Any mediator chosen or designated must have experience in construction issues. Notwithstanding the foregoing, once a written request for mediation has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act of 1986, as amended, even if an action has not been filed. In the event mediation is not successful, litigation will be the next step.

ARTICLE V. - COMPENSATION TO THE BUILDER

Builder shall be responsible for all costs and expenses including the costs of hiring sub-consultants and other professionals, including, but not limited to, engineers, architects, and accountants to review the Project and review and prepare the necessary documentation relating to the development of the Project, travel expenses to the Project site as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Builder's staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Builder in performance of the services contemplated by this Agreement. Builder shall submit the names of all proposed sub-consultants to District in writing for its prior approval, not to be unreasonably withheld or delayed. A sub-consultant shall be deemed approved if District does not object in writing within five (5) days of receipt of notice of the proposed sub-consultant.

ARTICLE VII. EMPLOYEES AND CONSULTANTS

1. Builder shall submit, for written approval by the District, the names of any consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual relation between the District and any consultants employed by the Builder under the terms of this Agreement.

2. Builder's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the Builder is not acceptable to the District then that individual shall be replaced with an acceptable competent person at the District's request.

ARTICLE VIII. - MISCELLANEOUS

1. Builder shall make a written record of all meetings, conferences, discussions and decisions made between or among the District, Builder and District's Consultants during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work.

2. District shall not be responsible to Builder for any claims or damages resulting from District's failure to enter into a Lease-Leaseback Contract. Once the Plans and Specifications are approved by District and any necessary governmental agencies, Builder agrees to enter into negotiations to construct the Project, within the Construction Budget, under the authority of Education Code section 17406 using the Lease-Leaseback method. Notwithstanding anything to the contrary, in no event shall either party be obligated to enter into the Lease-Leaseback Documents.

3. To the extent permitted by law, Builder agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

a. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Builder's employees or Builder's subcontractor's employees arising out of Builder's work under this Agreement; and

b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Builder or any person, firm or corporation employed by the Builder upon or in connection with the Project, except for liability resulting from the active and primary negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District;

c. Any loss, including injury or death to persons or damage to property caused by any act, neglect, default or omission of the Builder, or any person, firm or corporation employed by the Builder, either directly or by independent contract, including all damages due to loss sustained by any person, firm or

corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by active and primary negligence of the District.

The Builder, at Builder's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings to the extent of the above described indemnification is the builder's responsibility that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

4. Builder shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Builder and District from claims which may arise out of or result from Builder's actions or inactions relating to this Agreement and the Project, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, and \$3,000,000 in aggregate, including:

(1) owned, non-owned and hired vehicles;

Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence including:

- (1) broad form property damage;
- (2) products/completed operations; and
- (3) personal injury.

c. Each policy of insurance required in (a) and (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Builder hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation. Builder shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Builder shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Builder fails to secure or

maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Builder, and in such event Builder shall reimburse District upon demand for the cost thereof.

5. Builder, in the performance of this Agreement, shall be and act as an independent contractor. Builder understands and agrees that Builder and all of Builder's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Builder assumes the full responsibility for the acts and/or omissions of Builder's employees or agents as they relate to the services to be provided under this Agreement. Builder shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Builder's employees.

6. District does hereby agree to indemnify, hold harmless, and defend Corporation, its employees, officers, agents, and subcontractors from any action taken by any person or entity attempting to challenge the propriety or legal authority of District to enter into this Agreement, the Lease-Leaseback Documents or any other related documents.

7. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Builder.

8. The District and Builder, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Builder shall not assign this Agreement.

9. This Agreement shall be governed by the laws of the State of California.

10. This Agreement represents the entire Agreement between the District and Builder and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the District and the Builder.

This Agreement entered into as of the day and year first written above.

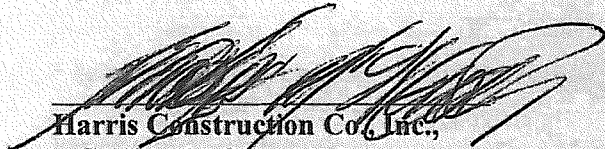
"DISTRICT"


FRESNO UNIFIED
SCHOOL DISTRICT

By: _____

Ruth F. Quinto
Deputy Superintendent/CFO

"BUILDER"


Harris Construction Co., Inc.,
a California Corporation

By: Timothy J. Marsh

Its: President



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/13/2012

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 Aon Risk Insurance Services West, Inc. Fresno CA Office 5260 North Palm Avenue Suite 400 Fresno CA 93704 USA	CONTACT NAME: PHONE (A/C. No. Ext): (559) 449-7200 FAX (A/C. No.): (559) 439-0863 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Harris Construction Co., Inc. 5286 E. Home Ave. Fresno CA 93727 USA	INSURER A: Old Republic Ins Co	24147
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

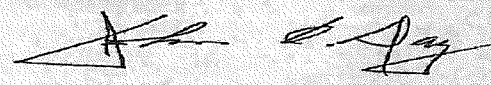
COVERAGES **CERTIFICATE NUMBER: 570045272257** **REVISION NUMBER:**

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>		MWZY59242	05/31/2011	05/31/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB21330	05/31/2011	05/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		BE21422871	05/31/2011	05/31/2012	EACH OCCURRENCE \$23,000,000 AGGREGATE \$23,000,000
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 Y	MWC11708700	05/31/2011	05/31/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570045272257

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Pre-Construction Services for the construction of Southwest Middle School-New School
Fresno Unified School District, and its officers, agents and employees are included as Additional Insureds
Endorsements Attached:
General Liability Additional Insured
General Liability Additional Insured-Completed Ops
GL-Primary

CERTIFICATE HOLDER	CANCELLATION
Fresno Unified School District 4498 N Brawley Avenue Fresno CA 93722 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them.	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

Policy #MWYZ59242
COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy #MWZY59242

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

As respects any person(s) or organization(s) included as an additional insured and with whom you have agreed in a written contract, agreement or permit to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organization(s).

PGL 089 06 07

FUSD000325