

BE IT RESOLVED, that the Horseheads Board of Education approves the partial invoice of September 20, 2010 in the amount of \$18,965. Watchdog's total fees as of June 30, 2011 will not exceed \$25,000 (including this payment).

BE IT FURTHER RESOLVED, that Watchdog's fees for the fiscal year ending June 30, 2012 will not exceed \$25,000.



September 20, 2010

HORSEHEADS CENTRAL SCHOOL DISTRICT
One Raider Lane
Horseheads, NY, 14845

Re: Proposal for Enhanced Clerk of the Works Services

Attn: Mr. Thomas Pollard

Dear Tom,

For clarification to our billings associated with the 2010 Projects at Horseheads CSD, we are providing the enclosed information:

- ✓ The contract stipulates a lump sum retainer fee and hourly rates for the on-site personnel. Refer to attached letter issued February 1, 2010.
- ✓ At the beginning of this year's project, you had requested we forego the retainer fee and asked Watchdog to bill hourly for the Project Executive time as well as the on-site Superintendent. The request further asked that we not exceed \$25,000 for this year's project.
- ✓ Billings to date: (invoices and detail of hourly time attached)
 - Invoice 872 6/30/10 \$ 5,000
 - Invoice 881 7/31/10 \$ 7,280
 - Invoice 890 8/31/10 \$ 6,685
- ✓ Please note that we have incorporated administrative support at a lesser rate in lieu of on-site representative support for administrative services.

I hope this information provides clarity to our billings for this years project. If you would like us to make changes in future years, please let us know.

Sincerely,

WATCHDOG BUILDING PARTNERS, LLC

A handwritten signature in black ink, appearing to read "Todd A. LaBarr". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Todd A. LaBarr



August 18, 2010

HORSEHEADS CENTRAL SCHOOL DISTRICT
One Raider Lane
Horseheads, NY, 14845

Re: Proposal for Additional Construction Management Services

Attn: Mr. Thomas Pollard

Watchdog Building Partners, LLC is pleased to submit the following contract for Enhanced Clerking Services in association with Horseheads Central School District's annual capital improvement projects for the years 2010, 2011 and 2012.

PROJECT DESCRIPTION AND GENERAL REQUIREMENTS:

1. The Work of each Project will vary annually. Work may take place at one or all building throughout the District in any given year.
2. The number of Prime Contractors may vary from year to year/project to project.
3. As a means to maintain schedule, the District may purchase material and equipment through the use of the state contract and turn it over to the contractor for installation.
4. The last day of school in June varies from year to year. The Work will typically take place from the end of June through the end of August.
5. Work for each year will be subject to voter approval. If the annual budget for capital expenditures is not approved by the tax payers there will be no Project. The Construction Manager will only be entitled to compensation for work authorized by the District on an annual basis subject to voter approval.
6. Watchdog will provide a Project Executive to work with the Horseheads Central School District for (3) three consecutive years. The Project Executive shall meet with the Owner and Architect periodically through out each year (as requested by the District) to review that year's project objectives, scope, packaging of bids and method of delivery. The Project Executive shall assign the on site representative to the up coming summer project in a given year based on familiarity with the District and pertinent trade discipline associated with Project scope of work for that given year.
7. The Horseheads Central School Districts Request for Enhanced Clerk of the Works Services and the Watchdog Building Partners response to the RFP shall be considered part of the contractual requirements of this Contract. Watchdog shall be required to perform services requested as detailed in their response, both of which are attached.

DESIGN AND BIDDING PHASE:

1. Development of Bid Documents:
Assist the Architectural firm in the development of detailed and complete bid documents to assure timely, responsive and comparable bids, while avoiding questions and protests.
2. Constructability Review:
Provide constructability reviews of the SED documents and the bid documents. Provide a detailed report of the findings. Reviews shall include at minimum.
 - a. Evaluation of the plans and specifications with regard to feasibility of construction and the proposed schedule.
 - b. Analysis of construction constraints imposed by design requirements, sequence of construction, proposed materials, overall project schedule, interface, utility relocations and / or shutdowns.
 - c. Verification of the logic and clarity of the work to be performed, ensuring the documents contain the necessary information to define which of the several prime contractors will perform the work required.
 - d. Site visits and evaluation of the plans and specifications for completeness, clarity, consistency and coordination identifying incorrect, unclear or omitted items.
 - e. Specification review of the bid forms, alternates, unit prices, scope of work, instructions to bidders, general conditions, special conditions, and technical sections.
 - f. Meetings with the A/E Consultant and Owner to review and discuss the findings and necessary corrective actions.
3. Establish Phased Bid and Construction Schedule:
Assist the Architectural firm in the preparation of a schedule for the bidding of construction contracts and a "realistic" construction schedule for inclusion into the bidding documents.
4. Identify Contractors and Suppliers:
Identify and investigate Contractors and Suppliers interested in bidding the work. Review plans with them and promote their interest in the project.
5. Pre-Bid Conference:
Assist the Architecture firm in the organization and operation of pre-bid conferences prior to the receipt of bids. Assure that all bid documents are clear and all questions are answered.
6. Evaluation of Bids Received:
Assist the District and the Architecture firm in receipt, review and evaluation of bids. Assist the Owner in development and implementation of letter of intent and/or construction contracts.

CONSTRUCTION AND CLOSE-OUT PHASES:

1. Conduct Preconstruction Conference:
 - a. With the Architectural firm, organize and direct a preconstruction meeting with the Contractors, Consultants, and the School.
 - b. Review project organization, lines of authority and project procedures.
 - c. Ensure all necessary permits are secured and that code and regulatory requirements are being met.

2. On-Site Supervision/Record Keeping:

- a. At a minimum, provide a full time on site Field Superintendent to administer the work of the construction contractors and/or suppliers.
- b. Provide inspection of the work for conformance with plans and specifications.
- c. Coordinate submittals/approvals as required to maintain the construction schedule.
- d. Provide on site representation when contractors are performing work.
- e. Be responsible for project record keeping.
- f. Maintain records at the construction site in an orderly manner as directed by the Owner.
- g. Include copies of all correspondence concerning the project, contract documents, construction schedule, change orders, test results, permits, inspection reports, insurance policies, minutes or summaries of meetings, shop drawings, invoices, and lien releases.
- h. Maintain a log of all daily activities including daily progress, weather conditions, visitors, inspector(s), sub-contractors on site, nature and location of work performed.
- i. Meet, verify identification and accompany any inspectors from local, state or federal agencies having jurisdiction over the project. Immediately report the results of such inspections to the Owner, Contractors and the Architect. Monitor any corrective actions.
- j. ~~Review field reports from Architects and Engineers. Monitor and report on corrective actions.~~
- k. Observe materials delivered to the site and used by the sub-contractors to ensure that materials used are those specified or approved substitutes and that materials are in good condition and free of defects. Report problems immediately to the Architect and Contractors.
- l. Monitor the proper storage of materials, including any off-site storage. Report problems to the Prime Contractors. Notify the Owner if, in our opinion, any materials should be replaced due to improper storage. Document with photographs as necessary.
- m. Immediately notify the Contractor's Superintendent of any unsafe conditions observed. Notify the Owner, Contractors and the Architect of the unsafe conditions and corrective measures taken.
- n. Immediately notify the Owner, Contractors and the Architect of any work, which, in our opinion, is substandard or otherwise not in accordance with the contract documents. Document with photographs, measurements, etc. as appropriate. Schedule site review and remedial action plan for corrections.
- o. Immediately notify the Owner, Contractors and the Architect of any conditions, which may delay completion of the total project or of major parts of the project.
- p. Carefully coordinate and monitor any occupation of the facility by the Owner prior to final completion of work. Be especially alert to any conditions, which may lead to claims for damage. Coordinate scheduling and observe tests, as required, by the contract documents.
- q. Receive and review requests for payment from the Prime Contractors. Make recommendations to the Owner concerning payment.
- r. Assist the design team in the development of construction deficiency lists (punch lists). Monitor the completion of the deficiencies and inform the Owner of the status on a regular basis.
- s. Coordinate with the Commissioning Agent and participate in final inspections and start-ups.
- t. Receive and review technical manuals, operations manuals, manufacturer's instructions and similar documents for transfer to the Owner's staff.
- u. Receive and inventory keys, special tools, filters, spare parts and similar items for transfer to the Owner's staff.
- v. Coordinate training of the Owner's staff on equipment operations and maintenance as required by the contract documents.

- w. Receive and review as-built drawings for transfer to the Owner.
3. Project Coordination:
- a. Provide staffing as required to fulfill administrative, management and related services.
 - b. Coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction manager, the Owner and the Architect.
 - c. Manage the Project in accordance with the Project Schedule and the Contract Documents.
 - d. Develop, issue, track and issue follow up correspondence to requests for information, request for proposals, supplemental instructions and similar project documents.
4. Construction Schedule:
- a. Review and comment on Prime Contractors submitted construction schedule insuring that it outlines the start and finish dates for procurement, all construction activities and establishes major milestones for each segment of the work.
5. Monitor Progress of the Work:
- a. Review Contractor's construction schedules.
 - b. Observe construction progress and report deviations from the schedule, which would jeopardize job progress.
 - c. Work with Contractors to develop and implement corrective actions, if necessary.
 - d. Maintain daily logs of all construction activities.
 - e. Ensure safety programs are established and implemented.
6. Monitor Construction Quality:
- a. Evaluate the contractor's proposed procedures, methods and equipment prior to use.
 - b. Evaluate subcontractors, and vendors and materials being proposed through a careful review of shop drawings and submittals.
 - c. Observe and inspect the work in progress and report any and all defects and deficiencies. Recommend corrective action when required.
7. Process Payment Requests:
- a. Review contractor(s) payment applications and make recommendations to the Architectural firm regarding approval of requested payments.
 - b. Review the Contractor's schedule of values for use in processing payments.
8. Conduct Job/Coordination Meetings:
- a. Conduct weekly coordination meetings at the job site with the Contractor's Superintendent; bi-weekly project meeting with Owner, Architect, etc.
 - b. Discuss job progress, problems, and required decisions.
 - c. Produce and distribute minutes to participants, Owner and Architect.
9. Review Proposed Change Orders and Financial Management:
- a. Review work on behalf of the Owner and Architect to minimize required change orders and ensure that approval by the School is secured prior to implementation.
 - b. Work with the Architect to negotiate and create change orders.
 - c. The District will handle the financial management of the project.

- d. The construction manager shall:
 1. Log, track and report on RFP and change order status to assist the District with the financial management effort.
 2. As a minimum requirement, provide detailed reports indicating approved change orders, approved RFP's, pending RFP's and potential RFP's.
 3. Present Monthly Reports to the School Board Administration and Architect on schedule status, budget vs. cost, quality, safety, status of change orders and a general overview of the project.
 4. Meet with the Board and/or Administration as required. Reports shall be submitted at the end of July, August and September.
10. Develop a Close-Out Program:
- a. With the Architecture firm, produce a detailed schedule of close-out activities.
 - b. Include punch lists, key schedule, equipment testing, start-up procedures, operational maintenance plans, School employees training schedules, as built drawings with a CD copy, close out of permits, warranties, guaranties, occupancy, and special inspections.
 - c. Schedule and coordinate inspection with the Architectural firm in the preparation of a list of incomplete items (punch list) from the substantial and final inspections.
 - d. Ensure that all close-out activities are complete.
 - e. Act as the owners commissioning agent insuring all systems have been installed in accordance with the contract documents, all system debugging has occurred, and systems are 100% operational.

INSURANCE REQUIREMENTS:

The construction management firm will submit a Certificate of Insurance to the owner prior to the start of the work. Insurance coverage will meet the following limits:

Workers Compensation – Statutory Limits	
New York State Disability	
Applicable Federal	
General Liability:	
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Professional Liability per Project Aggregate	\$1,000,000

Premises Operations – Issued to and including coverage for Bodily Injury and Property Damage due to losses caused by explosion, collapse and underground hazards.

Products & Completed Operations – issued to and including coverage for claims that may arise after the work has been completed and has vacated the premises. This insurance shall remain in effect for one (1) year after final completion of the project.

Contractual Liability – issued to and covering liability for damages imposed under this contract upon each subcontractor directly or indirectly affecting operations under this contract or used for services thereof.

Automobile Liability – bodily, injury and property damage insurance covering all automobiles, trucks, tractors, trailers, motorcycles or other automotive equipment whether owned or rented by the Contractor or by employees of the Contractor.

Liability limit: each accident \$1,000,000

Umbrella Liability – Contractor shall be required to provide bodily injury and property damage insurance limits in excess of those limits shown herein. The additional limits shall be as follows;

Each Occurrence:	\$5,000,000
Aggregate	\$5,000,000
Retained limit	\$ 10,000

The contractor shall name the **Owner** as an **additional insured** in all insurance for the Project.

LIMITATIONS OF AUTHORITY:

The Watchdog Building Partners, LLC Representative shall have limited authority and will not:

1. Authorize deviations from the Contract Documents or expedite work for the Contractor.
2. Approve substitute materials or equipment unless authorized in writing by the Architect.
3. Assume any of the responsibilities of any Contractor's Superintendent.
4. Have control over, or charge of, or be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
5. Authorize or suggest that the Owner occupy the project in whole or in part.
6. Issue a Certificate for Payment of Certificate of Substantial Completion.
7. Prepare or certify the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications.
8. Reject work or require special inspection or testing except as authorized by the Architect.
9. Order the Contractor's to stop the work or any portion thereof.

EXCLUSIONS:

The following items are not included in this proposal:

1. Estimating Services
2. Project Accounting Services
3. Extended Safety Compliance Monitoring Services

FEE:

Based on a Construction Value of \$700,000 annually, our fee for **Enhanced Clerking Services** over 3 consecutive summers, will be as follows:

Year	Project Executive Annual Retainer Fee	On Site Representative Hourly Rate	Annual Reimbursement Cost
2010	\$5,000	\$55.00	\$3,500
2011	\$5,250	\$57.00	\$3,675
2012	\$5,500	\$59.00	\$3,850

REIMBURSABLE EXPENSES:

The following items shall be considered reimbursable expenses associated with the Project:

1. Expenses associated with reproductions, postage, express-delivery and handling of drawings, specifications and other contract documents.
2. Daily transportation to and from the jobsite is included in this proposal however, daily transportation from location to location and any out-of-town travel shall be considered reimbursable at the standard federal rate at the time the mileage is incurred.
3. Office supplies necessary for on-site office.

HORSEHEADS CENTRAL SCHOOLS

Name _____
 Title _____
 Date _____

WATCHDOG BUILDING PARTNERS, LLC

Name *[Signature]*
 Title *PRESIDENT*
 Date *8/19/10*