

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of March 26, 2013**

**ITEM TITLE:**

Consider Approval of Resolution No. 12/13-25, Acceptance of Completed Work and Release of Retention for the District-Wide Drinking Fountain Project (Bid No. 11-12/24), JUV Inc.

**SPECIFIC BOARD ACTION REQUESTED:**

Approval is requested for Resolution No. 12/13-25 for completed work and release of retention for the District-Wide Drinking Fountain Project (Bid No. 11-12/24), JUV Inc.

**ITEM SUMMARY:**

On September 11, 2012, the Board of Trustees approved Bid No. 11-12/24, awarding a contract to JUV, Inc. for the District-Wide Drinking Fountain Project. The final completion date was on February 14, 2013 for the entire project. A Notice of Completion (NOC) has been filed with the County of Alameda, and project acceptance is recommended. This resolution accepts the project as complete and provides a retention payment of \$45,396.10, which is 10% of the contract price. There were no change orders on this project as the contract was implemented on time and budget. The sustainability benefit of this project other than providing fresh portable water is that an estimated total of 66,517 bottles were saved at both Berkeley City College (3,712 bottles) and Laney College (62,805 bottles), since the completion of this project. The Chancellor recommends approval.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

Measure E and Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 05/06-45, Laney College, "Classroom and facilities repairs and grounds improvements," Merritt College, "Classroom and facilities repairs and grounds improvements," College of Alameda, "Remodeling and equipping classroom and campus facilities," and Berkeley City College, "Plumbing, electrical, mechanical system upgrades and improvements."

**BACKGROUND/ANALYSIS:**

This project required replacing 36 existing drinking fountains on four (4) campuses: Berkeley City College, Laney College, College of Alameda, and Merritt College. The District's standard of Haws high and low drinking fountains and the EL Kay Bi-Level drinking fountains with bottle filling stations that meet American with Disability Act (ADA) standard were used. The scope of work included the installation of sixteen (16) exterior and replacement of twenty (20) drinking fountains in new or existing locations. Stainless steel ADA compliant hand rails, extended plumbing and electrical utilities were installed at each location. Other completed construction work on this project included the following:

- Remove and dispose of existing drinking fountain fixtures
- Modify piping and install new ADA compliant drinking fountains with bottle fillers

- Modify existing, or extend from existing nearest available source as required to provide power to drinking fountains
- Provide structural backing and modification to existing wall framing to support

**DELIVERABLES AND SCOPE OF WORK:**

Not applicable

**ANTICIPATED COMPLETION DATE:**

The project was completed by February 14, 2013.

**ALTERNATIVES/OPTIONS:**

Not Applicable

**EVALUATION AND RECOMMENDED ACTION:**

The administration recommends approval by the Board of Trustees because this project has been completed by JUV, Inc.

**OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):**

YES \_\_\_\_\_ No  X

**COMMENTS:**

No additional comments.

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?** Vice Chancellor Ikharo

(\*\*\*\*\*Board contract approval is subject to negotiation and execution by the Chancellor.)

**DOCUMENT PREPARED BY:**

Prepared by:  Dr. Sadiq B. Ikharo  Date:  March 13, 2013   
Vice Chancellor of General Services

**DOCUMENT PRESENTED AND APPROVED BY:**

Presented and approved by:  Dr. Sadiq B. Ikharo  Date:  March 13, 2013   
Vice Chancellor of General Services

**FINANCE DEPARTMENT REVIEW**

X  Finance review required      \_\_\_\_\_ Finance review *not* required

If Finance review is required, determination is:      \_\_\_\_\_ Approved      \_\_\_\_\_ Not Approved

If not approved, please give reason: \_\_\_\_\_

Signature: Ronald Gerhard Date: \_\_\_\_\_  
Ron Gerhard, Vice Chancellor for Finance and Administration

**GENERAL COUNSEL (Legality and Format/adherence to Education Codes):**

\_\_\_\_\_ Legal review required      \_\_\_\_\_ Legal review *not* required

If Legal review is required, determination is:      \_\_\_\_\_ Approved      \_\_\_\_\_ Not Approved

Signature: Thuy Thi Nguyen Date: \_\_\_\_\_  
Thuy Thi Nguyen, General Counsel

**CHANCELLOR'S OFFICE APPROVAL**

\_\_\_\_\_ Approved, and Place on Agenda      \_\_\_\_\_ Not Approved, but  
Place on Agenda

Signature: José M. Ortiz Date: \_\_\_\_\_  
Dr. José M. Ortiz, Chancellor

Recording Requested By:  
Peralta Community College District

When Recorded, Mail To:  
Office of General Services  
333 East 8th Street  
Oakland, CA 94606

For Recorder's Use

Government Code: 27383

**Peralta Community College District**  
Office of General Services  
333 East 8th Street, Oakland, California 94606  
(510) 466-7200 (510) 466-7315

**NOTICE OF COMPLETION**

OWNER: PERALTA COMMUNITY COLLEGE DISTRICT, OAKLAND CA

NATURE OF INTEREST OR ESTATE: FEE

PROJECT CONTRACT TITLE: District Wide Drinking Fountain Project

PROJECT NUMBER: 2351

PROJECT ADDRESS: 333 East 8<sup>th</sup> Street, Oakland, CA 94606

CONTRACTOR: JUV, Inc

CONTRACTOR'S ADDRESS: 1616 Franklin Street, Suite 203, Oakland, CA 94612.

DSA APPLICATION NUMBER: Not Applicable

CONTRACT START DATE: September 4, 2012

ORIGINAL CONTRACT TIME: 90 Calendar Days

CONTRACT TIME EXTENSIONS: 41 Days

APPROVED VIA CHANGE ORDER: Amendment 1

CONTRACT COMPLETION DATE: February 14, 2013

The above referenced Contract has been completed in accordance with the plans and specifications thereof, and to the satisfaction of the Peralta Community College District. The nature of the title of the stated owner is: in fee.

**State of California**  
**County of Alameda**

That he/she/they is/are the person(s) signing the above document; that He/she/they has/have read the same, and know(s) the content thereof and that the acts stated therein are true.

Sadiq B. Ikharo

(Signature of Affiant)

Dr. Sadiq Bello Ikharo  
Vice Chancellor, General Services  
Peralta Community College District

3-8-13

Date

**I declare under penalty of perjury that the foregoing is true to the best of my knowledge.**

Sadiq B. Ikharo

(Signature of Affiant)

Dr. Sadiq Bello Ikharo  
Vice Chancellor, General Services  
Peralta Community College District

3-8-13

Date

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NATURE OF INTEREST OR ESTATE: FEE  
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\_\_\_\_\_  
(Signature of Affiant)  
Dr. Sadiq Bello Ikharo  
Vice Chancellor, General Services  
Peralta Community College District

\_\_\_\_\_  
Date

**I declare under penalty of perjury that the foregoing is true to the best of my knowledge.**

\_\_\_\_\_  
(Signature of Affiant)  
Dr. Sadiq Bello Ikharo  
Vice Chancellor, General Services  
Peralta Community College District

\_\_\_\_\_  
Date

**CERTIFICATE OF  
SUBSTANTIAL COMPLETION**

Peralta Community College District  
OAKLAND, CA 94606

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT CONTRACT TITLE: DW Drinking Fountains PROJECT NO.:

CONTRACT FOR:  
CONTRACT DATE:  
CONTRACT START DATE:

TO OWNER: Peralta Community College District TO CONTRACTOR: JUV, Inc

DATE OF ISSUANCE: December 13, 2012

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Berkeley City College

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**no exceptions**

A list of items to be corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

NOLL & TAM ARCHITECT [Signature] 12/13/12  
ARCHITECT BY DATE

The Contractor will correct the Work on the list of items attached hereto within \_\_\_\_\_ (\_\_\_\_\_) calendar days from the above date of Substantial Completion.

JUV, Inc. [Signature] 12/13/12  
CONTRACTOR BY DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof (9am) on (\_\_\_\_\_).

P.C.C.D. [Signature] 12/13/12  
OWNER BY DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as per contract

Inspector [Signature] 12/13/12

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Peralta Community College District  
OAKLAND, CA 94606

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT CONTRACT TITLE: DW Drinking Fountains

PROJECT NO.:

CONTRACT FOR:  
CONTRACT DATE:  
CONTRACT START DATE:

TO OWNER: Peralta Community College District

TO CONTRACTOR: JUV, Inc

DATE OF ISSUANCE: December 6, 2012

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Merritt College

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**no exceptions**

A list of items to be corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

NOU & TAM ARCHITECTS John McCleod 12/6/12  
ARCHITECT BY DATE

The Contractor will correct the Work on the list of items attached hereto within \_\_\_\_\_ (\_\_\_\_\_) calendar days from the above date of Substantial Completion.

JUV, INC. Blair 12/6/12  
CONTRACTOR BY DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof (9am) on \_\_\_\_\_.

PCCD Jeffrey Cook 12/6/12  
OWNER BY DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as per contract

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Peralta Community College District  
OAKLAND, CA 94606

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT CONTRACT TITLE: DW Drinking Fountains

PROJECT NO.:

CONTRACT FOR:  
CONTRACT DATE:  
CONTRACT START DATE:

TO OWNER: Peralta Community College District

TO CONTRACTOR: JUV, Inc

DATE OF ISSUANCE: December 6, 2012

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: College of Alameda

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

### no exceptions

A list of items to be corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

*Jim McLeod* ARCHITECT      *NOU and TAM* BY      *12/6/12* DATE

The Contractor will correct the Work on the list of items attached hereto within \_\_\_\_\_ (\_\_\_\_\_) calendar days from the above date of Substantial Completion.

*JUV, Inc.* CONTRACTOR      *[Signature]* BY      *12/6/12* DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof (9am) on (\_\_\_\_\_).

*P.C.C.D* OWNER      *[Signature]* BY      *12/6/12* DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as per contract

**CERTIFICATE OF  
SUBSTANTIAL COMPLETION**

Peralta Community College District  
OAKLAND, CA 94606

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT CONTRACT TITLE: DW Drinking Fountains

PROJECT NO.:

CONTRACT FOR:  
CONTRACT DATE:  
CONTRACT START DATE:

TO OWNER: Peralta Community College District

TO CONTRACTOR: JUV, Inc

DATE OF ISSUANCE: December 5, 2012

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Laney College

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**no exceptions**

A list of items to be corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

NOLL & TAM ARCHITECTS [Signature] 12/5/12  
ARCHITECT BY DATE

The Contractor will correct the Work on the list of items attached hereto within \_\_\_\_\_ (\_\_\_\_\_) calendar days from the above date of Substantial Completion.

JUV, INC. BORIS NEMIROVSKIY 12/5/12  
CONTRACTOR BY DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof (9am) on \_\_\_\_\_.

P.C.C.D. [Signature] 12/5/12  
OWNER BY DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as per contract

INSPECTOR [Signature] 12/5/12



## DEPARTMENT OF GENERAL SERVICES—PROJECT EVALUATION FORM

Vendor: JUV, Inc

Vendor No.: 727465

Date: March 8, 2013

**This evaluation form is to be used by the Department of General Services and external Project Managers and Construction Managers to evaluate all projects including Consultants contracts.**

The Department of General Services recognizes that Consultant cannot improve or sustain good performance without project-specific constructive feedback. This evaluation is to provide constructive feedback and will be kept on file for review for future consultant selection.

**Interim** evaluations are used to give timely performance feedback, and allows opportunity for performance modification to ensure the project's success.

**Final** evaluation is used for future Consultant selection, and helps the District's General Services Department develop and hire the best possible firms.

### PROJECT INFORMATION

Project No:	2351	Project Name: <u>District Wide Drinking Fountain Project</u>	
Project Start Date:	September 4, 2012	Location of Project: District Wide	% Complete: 100 %
Scope of Work: Install 36 Drinking Fountains at 4 Campuses.			
Type of Work:	MEP	Facilities Project Manager:	Jeff Cook
Firm Name:	JUV, Inc	Consultant Project Manager:	Noll & Tam
Evaluation Date:	March 8, 2013	Evaluation Type: (Check one)	<input checked="" type="checkbox"/> Final

### RATING SYSTEM DEFINITIONS

Scale	Rating Name	Rating Description
5	Outstanding	Deliverables exceed standards with minimal District General Service's direction; seeks opportunities for self-improvement; models, coaches and inspires excellent service; owns project problems and offers analysis of resolution options.
4	Great	Deliverables exceed standards with some District General Service's direction; frequently checks in on status of service and provides consistent quality service; identifies project problems in advance and offers timely alternative options.
3	Good	Deliverables meet standards with some District General Service's direction; provides expected service and quality checks required by the contract; helps to analyze and resolve problems as they occur.
2	Improvement Needed	A comment is required. Deliverables eventually meet minimum standards with frequent District General Service's coaching required; provides mediocre service, rarely checking for feedback; unaware of problems until discovery by others, then provides weak solution analysis.
1	Unacceptable	A comment is required. Deliverables are substandard even with frequent District General Service's coaching; rarely provides expected service and no quality service checks are evident; unaware of problems until discovery by others, then unable to provide analysis or resolution options.

# CAPITAL PROJECTS

## GENERAL MANAGEMENT

Complete this section for all services

	<u>Score</u>	<u>Comment</u>
1) <b>RESOURCES</b> —Manages resources effectively including, sub-consultants, schedules meetings and provides progress reports, and milestones.	4	Managed Subs well & worked with District's Architect to set and meet milestones.
2) <b>QUALITY CONTROL</b> —Provides quality control throughout the project. Follows the District's standards. Implements a quality control/assurance plan for the project.	4	Used Districts Standards & provided good quality Control to complete the project.
3) <b>COMMUNICATION</b> — Communicates effectively with the Project Team, Sub-consultants, Stakeholders, District Management, and at meetings.	5	JUV, Inc communicates well with the Project Team and stakeholders on each campus.
4) <b>BUDGET</b> —Manages budgets effectively. Brings projects in within budget. Reviews all invoices and makes sure proper scope of work is addressed on invoices, and submits invoices on time.	5	JUV, Inc was able to complete the project, install one extra DF and came in under Budget.
5) <b>MANAGEMENT</b> —Manages the contract and modifications. Negotiates change orders in a fair collaborative and open manner.	5	JUV, Inc manages the project well; there were no Change Orders & only one modification.
6) <b>POLICY</b> —Understands and conforms to the District's General Services policies, procedures, standards, manuals of instruction, and if applicable any State-Aid requirements.	4	The Districts policies, procedures, standards were followed by the Contractor.
7) <b>SCHEDULE</b> —Develops and meets a realistic schedule for the project and scope of services.	5	The Contractor was able to complete the project on time.
8) <b>OPERATION</b> —Reviews drawings/specifications and works with Project Manager to mitigate exposure to change orders. Understands the entire project scope and work to makes sure sub-consultants understand the scope.	5	JUV, Inc worked well with the Districts project manager and Inspector to complete the project in line with the S of W
9) <b>PROVIDES SOLUTIONS</b> —Proposes innovative solutions to Design & Construction Challenges.	4	JUV, Inc proposed innovative solutions to Job changes
10) <b>TEAMWORK</b> —Works effectively with project team members and stakeholders.	5	The Contractor was easy to work with & followed orders.
<b>TOTAL FOR GENERAL MANAGEMENT</b>	<b>46</b>	

## ENVIRONMENTAL SERVICES

Complete this section if this contract is for environmental services.

	<u>Score</u>	<u>Comment</u>
1) <b>QUALITY</b> —Prepares quality environmental documents.	4	Made good field Drawings
2) <b>FOLLOWS THE LAW</b> —Understands and conforms with state and local laws regarding environmental services.	4	Follows all building codes
3) <b>COLLEGE INVOLVEMENT</b> —Involves the Colleges with regard to environmental issues. Makes sure Colleges are informed.	4	Worked well with the college especially on utility shutdown
<b>TOTAL FOR ENVIRONMENTAL SERVICES</b>	<b>12</b>	

# CAPITAL PROJECTS

## DESIGN SERVICE

Complete this section if this contract is for design services.

	<u>Score</u>	<u>Comment</u>
1) <b>DESIGN PROCESS</b> —Follows the District's General Services Design Process and is knowledgeable of Federal/State/Industry design standards.	5	Worked with the Districts Consultant on all design issues
2) <b>DESIGN GOALS</b> —Design to the District's needs, and fulfills project mitigation commitments for any environmental, right of way, utility, etc. requirements.	4	Contractor worked diligently to achieve safe environmental conditions.
3) <b>CONTENT SOLUTION</b> —Design connect with the College values and the build environment. Design meets the Districts Standards.	5	JUV, Inc met and sometimes exceeded the Design values
4) <b>DELIVERABLES</b> —Develops quality plans, specifications, estimates, reports, meeting minutes.	5	JUV, Inc was good with all documentation.
5) <b>INNOVATION</b> —Delivers a product that effectively applies innovative solutions to project challenges within the project requirements (scope, schedule, and budget).	5	The General Contractor & Subs worked hard to resolve construction issues.
6) <b>OUTSIDE AGENCIES</b> —Works effectively with State & Local Agencies.	4	JUV, Inc worked effectively to meet all building standards.
<b>TOTAL FOR DESIGN SERVICES</b>	28	

## CONSTRUCTION ENGINEERING MANAGEMENT

Complete this section if this contract is for construction engineering management.

	<u>Score</u>	<u>Comment</u>
1) <b>PARTNERS</b> —Effectively partners with Contractor, District General Services, District Consultants (AOR, IOR), State (DSA), Local Agency, Utility Firms, and adjacent property owners to work solutions to Design & Construction Challenges.	5	JUV, Inc worked well on this District Wide Drinking Fountain Project, followed Architectural Designs & Inspectors work standards.
2) <b>INSPECTION AND TESTING</b> —Performs and documents in a timely manner quality materials testing and inspections consistent with District's General Services standards.	5	Contractor followed the Inspection & Testing Schedule, & documented all issues.
3) <b>OVERSIGHT</b> —Ensures Contractors complies with the construction contract.	4	Followed the contract to the extent of the Law.
4) <b>WORKING ENVIRONMENT</b> —Monitors and supports a SAFE work environment for project personnel and the public.	5	Held weekly Safety meetings and responded quickly to public requests / demands
5) <b>CONTRACT ADMINISTRATION</b> —Provides timely and accurate contract administration. Processes change orders, and payments on-time, reviews project documentation.	5	JUV, Inc provided quality contract documents & pay requests were timely
6) <b>CLOSEOUTS</b> —Provides timely and accurate closeout process with state and local agencies.	4	JUV, Inc has been excellent in terms of close out docs.
<b>TOTAL FOR CONSTRUCTION ENGINEERING SERVICES</b>	28	

# CAPITAL PROJECTS

## OVERALL EVALUATION COMMENTS/FEEDBACK

Director of Capital Projects Comments/Feedback:	
Facilities Project Manager Feedback: How likely is it you will select this consultant for future projects? <u>Check One:</u> <input checked="" type="checkbox"/> Very Likely <input type="checkbox"/> Likely <input type="checkbox"/> Maybe <input type="checkbox"/> Unlikely (Explain) <input type="checkbox"/> Very Unlikely (Explain)	
Consultant Project Manager Comments/Feedback: I have worked with JUV, Inc on several projects with the Peralta Community College District. They work hard to complete the project on time and within Budget, and understand the needs of the college. They run a safe operation and work well with Architects, Inspectors, Engineers and District Project Managers. I have enjoyed working with JUV, Inc and hope they will continue bidding on the Districts Projects.	
Overall Evaluation Score:	114

### APPROVAL SIGNATURES

#### 1. Project Manager

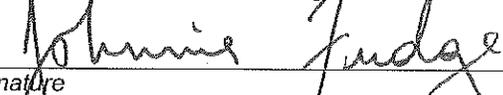
X   
Signature

March 8, 2013  
Date

Jeffrey Cook  
Print Name

510-466-7344  
Phone

#### 2. Director of Capital Projects

X   
Signature

March 8, 2013  
Date

Johnnie Fudge  
Print Name

510 466-7213  
Phone

#### 3. Vice Chancellor of General Services

X   
Signature

3-12-13  
Date

Dr. Sadiq B. Ikharo  
Print Name

510 466-7336  
Phone