



**California State University, San Bernardino  
Santos Manuel Student Union Board of Directors  
Recreation & Wellness Committee  
April 11, 2025 | 2:00pm  
ZOOM: <https://csusb.zoom.us/j/81871829189>**

**AGENDA**

1. Call to order
2. Roll call
3. Approval of Minutes
  - a. March 7, 2025
4. Open Forum (3 min per speaker)
5. Adoption of Agenda

**Old Business**

*No old business.*

**New Business**

- RW 15/25 Student Recreation & Wellness Center (SRWC) Workspace Expansion: Three New Office Spaces, **Chartfield: 660876-RO001-S7100, Not to Exceed \$30,955.00** (Action, Kinnally)
- RW 16/25 Student Recreation & Wellness Center (SRWC) 3D Trainer Smith Machine to the Recreation and Wellness Gym Floor, **Chartfield: 660876-RO001-S7100, Not to Exceed \$8,224.20** (Action, Kinnally)
- RW 17/25 CSUSB Recreation & Wellness: Purchase Auto Belay for Climbing Wall, **Chartfield: 660876-RO001-S7181, Estimated Cost \$2,290 (plus tax and shipping)** (Action, Oswood)

**Announcements**

**Adjournment**



**California State University, San Bernardino  
Santos Manuel Student Union Board of Directors  
Recreation & Wellness Committee**

March 7, 2025 | 2:00pm

ZOOM: <https://csusb.zoom.us/j/81871829189>

**MINUTES**

**Members Present:** Vilayat Del Rossi, Sukhpreet Kaur, Natalya Marsh, Trent Morgan, Cintiantl Rangel-Canseco, Trinity Rangel, Sai Vara Prasad Bhaskarla

**Members Absent:** Sarah Dunn, Jerrod Robinson

**Staff Present:** Jasmine Curtis, Josie Delgado, Elizabeth Junker, Sean Kinnally, Sonia Martinez, Mark Oswood

**Call to Order:** The meeting was called to order at 2:04 pm.

**Roll Call:** A verbal roll call of members was conducted.

**Approval of Minutes:**

M/S Kaur/Del Rossi motion to approve the February 7, 2025 minutes.

*Motion passed.*

**Open Forum:**

No members of the public were present for open forum.

**Adoption of Agenda:**

M/S Morgan/Kaur motion to adopt the agenda as presented.

*Motion passed.*

**OLD BUSINESS**

*No old business.*

## **NEW BUSINESS**

### **RW 14/25 Replacement of Leadership Challenge Center Windscreen Proposal (Action, Oswood)**

M/S Del Rossi/Kaur motion to open RW 14/25 Replacement of Leadership Challenge Center Windscreen Proposal.

Vilayat deferred his time to Mr. Oswood. Mr. Oswood presented a proposal to replace the windscreen at the Leadership Challenge Center. The windscreen helps retain wood chips, reduce dust, and provide visual privacy for participants using the course. The current windscreen, which has lasted approximately 11 years, is deteriorating and in need of replacement. Several quotes were obtained, with the recommendation to proceed with NJP, the lowest bidder and a vendor familiar with campus installations.

The replacement would include installation, and while it was not specified whether NJP would dispose of the old screen, the team indicated they could manage removal if necessary. A small contingency was included in the proposal, though no major complications are anticipated. To ensure the quote remains valid for the next board meeting, a request will be made to NJP to potentially extend the 30-day pricing window. The committee supported the proposal, noting the longevity and value of the original screen and emphasizing the importance of addressing the replacement in a timely and cost-effective manner.

**VOTE:**        5 - In-Favor                0 - Opposed                1- Abstention  
*Motion passed.*

### **Announcements/Program Updates**

- **Adventure Program Updates:**
  - Moving into a new space in SMSU South next week, with operations beginning midweek. The team is planning a grand opening for the near future.
  - New windscreen to be installed in the coming weeks.
  - Five new paraprofessional staff members are being trained to become trip leaders.
  - New Climbing Wall Supervisor and three new staff members started.
- **Operations Updates:**
  - Women's and men's saunas are now fully operational.
  - A few exercise machines are under repair; work orders are in progress.
  - Chiller replacement project approved and scheduled to begin soon.
  - Over 100 students were CPR/First Aid certified in February possible thanks to a VETI grant.
  - Two new VETI grant proposals submitted—one for new lockers, another for cardio equipment.

- **Intramurals & Sport Clubs:**
  - High turnout at events, 3–4 champions awarded so far.
  - Developing a Fraternity League; plans to include Sororities next semester.
  - Cheer team placed 3rd at a major event and won a state championship.
  - Badminton Club is planning competitions with Long Beach State and CSUN.
- **Collaborative Walks Initiative:**
  - Bi-weekly walks promoting health and well-being. The next walk is scheduled for Tuesday, March 11<sup>th</sup> from 10:30–11:30am. The meeting location is the Wild Song statue. Open to all members of the campus community.

### **Adjournment**

M/S Marsh/ Prasad Bhaskarla motion to adjourn the meeting at 2:26 pm.

Reviewed and Respectfully Submitted by:

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Cintiantl Rangel-Canseco, Committee Chair

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Date

## **Student Recreation & Wellness Center (SRWC) Workspace Expansion: Three New Office Spaces**

**4/1/2025**

**Santos Manuel Student Union Board of Directors**

**Proposed by: Sean Kinnally, Associate Director of Operations & Development**

**Proposal:** CSUSB is seeking a trusted partner to deliver a streamlined, budget-conscious solution for the buildout of three new office spaces and a standing student workspace countertop at the Student Recreation & Wellness Center where the adventure equipment use to be stored.

The success of this project will rely on CBRE's oversight of the contractor team and its ability to serve as the main point of coordination between the contractor and the Client. CBRE's role will ensure that the project meets CSUSB's design intent, timeline, and safety standards for 3 new office spaces.

**Rationale:** The addition of three new office areas and a custom student workspace will allow for improved staff functionality and student support services within the facility. This expansion is a strategic move to support the center's growing programming and personnel needs in a cost-effective and timely manner.

**Project Scope:** Metal framing and gypsum board at new partial height walls. a. Walls to be constructed to 7'6" above finished floor. b. Walls to be corner braced at top-of-wall. c. Walls will be fastened through the nail tracks at the bottom of the walls into the concrete flooring with high-strength steel anchor shot pins. 2) Level 4 finish and trim-work on new gypsum board. 3) Install 4" cove base at new partial height walls to match existing. 4) Custom countertop for student workspace. a. To be constructed with MDF wood panels covered with laminate (basic color of choice) and 4x4 angled posts. b. Will be constructed in a shop and not onsite. 5) Primer and finish paint at new partial height walls.

**Fiscal Impact:** The total cost for the Workspace Expansion: Three New Office Spaces is \$30,955. This includes materials, labor, and all associated installation costs.

**Project Timeline:** Work will be completed in about 6 to 8 weeks once approved

**Chartfield:** 660876-RO001-S7100

# CSU San Bernardino

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Student Recreation and  
Wellness Center  
Office Tenant Improvement

Project Management Proposal

**Presented by: CBRE GWS Local – Project Management**

March 31, 2025



March 31, 2025

**Sean Kinnally**  
**SANTOS MANUEL STUDENT UNION**  
**5500 University Parkway Sierra Hall - 105**  
**San Bernardino, CA, 92407**  
[Sean.Kinnally@csusb.edu](mailto:Sean.Kinnally@csusb.edu)

**Project Name:** CSUSB Office Tenant Improvement

Dear Mr. Kinnally,

We are pleased to submit this proposal to provide project management services to support the installation of partial height walls to create office spaces in the Student Recreation and Wellness Center at CSU San Bernardino.

The purpose of this proposal is to summarize the project and describe the scope of work and pricing that has been put together by CBRE.

We look forward to being a key partner to you and your team in supporting your facility needs. We will follow up with you to further discuss this proposal and encourage you to reach out with any questions.

Sincerely,



**Jen Kucheravy**  
Construction Project Manager, LA | GWS Local Project Management  
[Jennifer.Kucheravy@cbre.com](mailto:Jennifer.Kucheravy@cbre.com)  
310.662.3753

CC: [Luigi.Protano@cbre.com](mailto:Luigi.Protano@cbre.com)  
[Derek.Rodgers@cbre.com](mailto:Derek.Rodgers@cbre.com)

# Project Understanding

## Project Objective

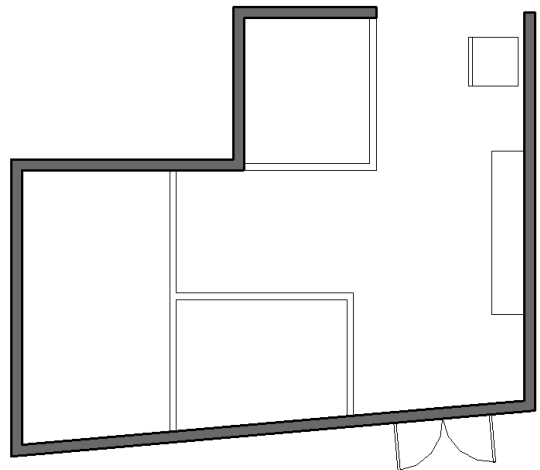
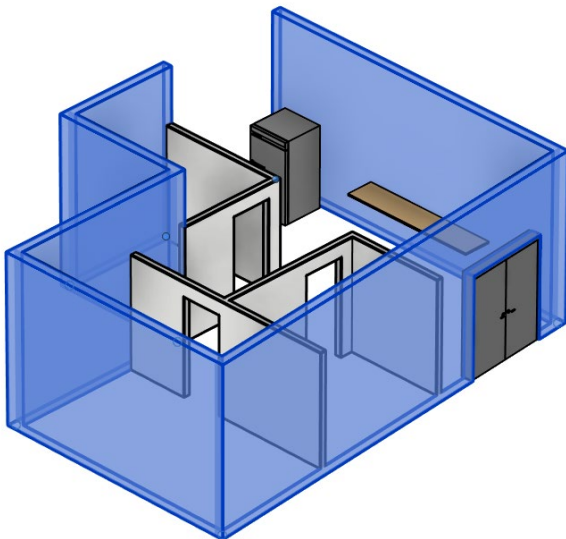
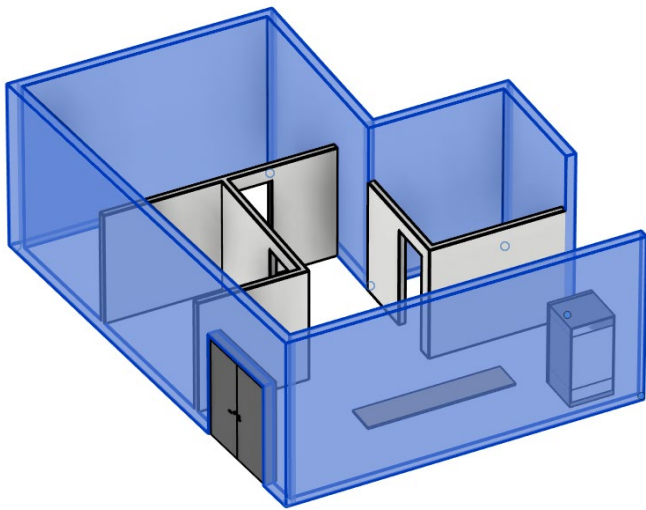
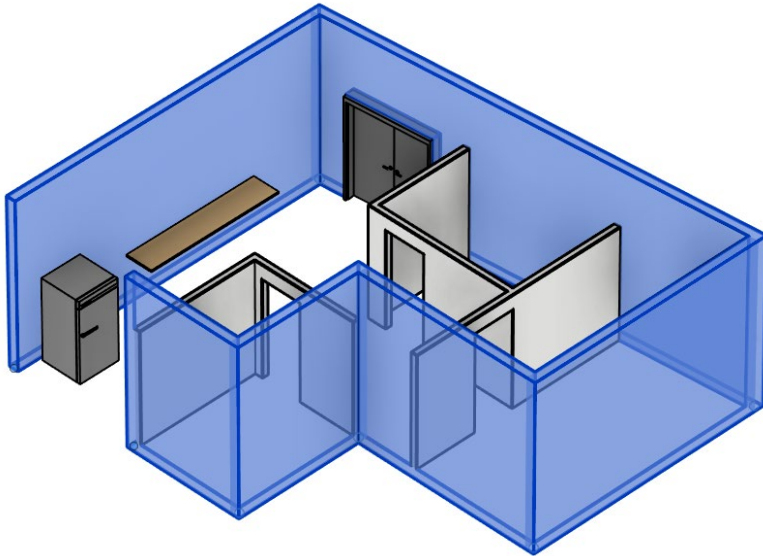
CSUSB is seeking a partner to deliver a simple and cost-effective proposal for services related to the build out of 3 separate office wall partitions and the installation of a standing workspace countertop at the Student Recreation Center. The success of your project will hinge on CBRE managing the contractor team and act as an interface between the contractor and Client.

# Project Scope

CBRE will oversee the selected contractor to ensure the Client vision for this refresh is met in a timely fashion. Our Project Manager will oversee the entire renovation to ensure its success.

- 1) Metal framing and gypsum board at new partial height walls.
  - a. Walls to be constructed to 7'6" above finished floor.
  - b. Walls to be corner braced at top-of-wall.
  - c. Walls will be fastened through the nail tracks at the bottom of the walls into the concrete flooring with high-strength steel anchor shot pins.
- 2) Level 4 finish and trim-work on new gypsum board.
- 3) Install 4" cove base at new partial height walls to match existing.
- 4) Custom countertop for student workspace.
  - a. To be constructed with MDF wood panels covered with laminate (basic color of choice) and 4x4 angled posts.
  - b. Will be constructed in a shop and not onsite.
- 5) Primer and finish paint at new partial height walls.
- 6) Safety - CBRE Project Manager will coordinate all safety requirements with workers to ensure the proposed scope meets CBRE & CSUSB safety guidelines and applicable safety standards. This will include site walks, and a final site walk to ensure area clean-up is complete. All areas will be free of debris and sharp objects.





# Project Schedule & Cost

Task	Responsible	Start Date	End Date
Notice to Proceed	CSUSB	03/31/2025	04/30/2025
Procurement (5-7 days)	CBRE	05/01/2025	05/09/2025
Construction (5 days)	CBRE	05/12/2025	05/16/2025

## Cost Breakdown

	Cost
Partition Walls	\$22,755
Custom countertop workspace	\$2,450
CBRE Project Management Fees	\$5,750
<b>Total Proposed Cost</b>	<b>30,955</b>

## Clarifications & Exclusions

1. The terms and conditions contained in this proposal shall govern the performance of the Services and excludes all other terms and conditions (including without limitation any terms or conditions which Client purports to apply in any document whatsoever and whenever), except that any prior written agreement signed by CBRE and Client that contemplates the performance of the principal project services (e.g. Master Principal Project Services Agreement, One-off Principal Project Services Agreement or Facilities Management Services Agreement).
2. Sales / Use Tax has not been included.
3. This estimate is based on work being performed during normal working hours, unless noted otherwise.
4. Proposed work will be completed by non-union subtrades.
5. The proposal does not include completion of design and preparation of construction documents.
6. Material staging - CBRE assumes that CSUSB will provide a material layout area.
7. Site access – CBRE assumes that CSUSB will provide keycards or other similar access for site leadership.
8. Electrical, mechanical, plumbing, fire sprinkler, or fire alarm work is not included.
9. Doors, frames and hardware are not included.
10. Work to existing walls is not included.

# Thank you.

Please contact me if you have any questions or comments regarding this proposal. CBRE will await receipt of a countersigned proposal to take further action.

## Jen Kucheravy

**Project Manager**

+1 310 662 3753

[Jennifer.Kucheravy@cbre.com](mailto:Jennifer.Kucheravy@cbre.com)

## Luigi Protano

**Head of Projects**

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## Terms and Conditions

This proposal and the terms and conditions contained herein (the “Agreement”) is made as of the last date of signature below (“Effective Date”) by and between the undersigned party designed as “Client” in the signature blocks below, and CBRE MANAGED SERVICES INC, a Delaware corporation (“CBRE”). Client and CBRE are also referred to herein as the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Client and CBRE hereby agree as follows:

### 1. PRINCIPAL PROJECT SERVICES

1.1. Term. The term of this Agreement shall commence as of the Effective Date and shall continue until the completion of all the services to be performed by CBRE under this Agreement and acceptance thereof by Client (the “Term”), unless sooner terminated pursuant to the terms of this Agreement. Either Party may terminate this Agreement without cause by providing the other Party at least sixty (60) days’ prior written notice specifying the effective date of such termination.

1.2. Work Orders; Affiliates. Client hereby appoints CBRE to provide the principal project services as described in the attached proposal. CBRE may delegate the performance of the Services (as hereinafter defined) to an affiliate that owns, is owned by or under common control with, CBRE (such entity, an “Affiliate”).

1.3. Delivery of Services. CBRE shall perform principal project services as set forth in the proposal (the “Services”) through able, qualified and trained CBRE Employees and, if applicable, Construction Professionals (as hereinafter defined) and subcontractors. CBRE shall have the exclusive right to hire, direct, discipline, compensate, and terminate CBRE Employees, and shall exercise complete and exclusive control over the conduct of CBRE Employees. The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of Construction Professionals will be limited to overseeing and managing the work of such Construction Professionals. CBRE will review all Project documents, including plans, specifications, construction contracts, certificates, draw requests, and budgets, and require such changes as are necessary so that (a) all warranties, including those for performance and design, run in favor of Client, (b) all drawings, specifications, design documents, and license, title, and interest related thereto are assigned to Client, and (c) Client is named as an indemnified party and an additional insured under the Construction Professional’s general liability insurance.

1.4. Construction Professionals. “Construction Professionals” shall mean the contractors, suppliers, vendors, consultants, and other construction personnel engaged by CBRE to provide labor, equipment, materials or services (including professional services) (hereinafter, the “Work”) on a Project as expressly set forth in written agreements with Construction Professionals (each, a “Construction Professional Agreement”). CBRE shall have the exclusive right to hire, compensate, and terminate the Construction Professionals. CBRE will exercise due care in the selection of skilled, qualified, and properly licensed Construction Professionals with demonstrated expertise in their respective fields necessary to perform the Work in accordance with this Agreement. Client may recommend Construction Professionals to be included in the selection process. Construction Professional Agreements will be entered into by CBRE directly; provided, however, that with respect to such contractual relationships, Client acknowledges and agrees that the funds necessary to pay for the services of such Construction Professionals will be paid by Client in a timely manner. Client will indemnify, defend, and hold CBRE harmless with respect to any claims by Construction Professionals based on the failure by Client to provide adequate funds to meet the payment obligations under a Construction Professional Agreement. In contracts with the Construction Professionals, CBRE shall require that Client is included as an indemnified party and an additional insured under the Construction Professional’s general liability insurance and, if requested, Client shall be made a dual obligee under any applicable performance and payment bond. CBRE will enforce all rights under contracts with Construction Professionals and will assist Client in pursuing its rights, as requested by Client, against Construction Professionals, at no additional cost or consideration.

1.5. Project Schedule. CBRE will ensure the Construction Professionals are aware of the target completion date established by Client in a Work Order and that the time for such target completion date will

be “of the essence” for such Construction Professionals. CBRE will use commercially reasonable efforts to complete its tasks in accordance with such time constraints but does not guaranty such schedule.

1.6. Services Standard of Care. CBRE shall provide the Services consistent with Client’s usage and image, using the standard of care customary for professional providers of like services within the commercial real estate services industry in compliance with the requirements of the Agreement and the applicable Work Order.

1.7. Representations and Warranties. The materials and equipment used or furnished in connection with the Work shall be new in all respects and not used, reworked, refurbished, or rebuilt, unless otherwise approved by Client, and CBRE shall, where applicable, deliver clear title to equipment, materials, and improvements provided under this Agreement. All manufacturers’ warranties for materials or equipment supplied by CBRE under this Agreement will be transferred to Client upon installation. Upon such transfer, CBRE shall have no further warranty obligations to Client for defects in such equipment; provided, however, that upon Client’s reasonable request, CBRE shall provide reasonable assistance to Client in enforcing any remedies available under any such manufacturer’s warranties. CBRE shall not act or fail to act in any way which results in the termination, expiration, or modification of such third-party warranties or which otherwise results in prejudice to the rights of Client under such warranties. THE WARRANTIES SET FORTH HEREIN AND IN ANY AGREEMENT WITH CONSTRUCTION PROFESSIONALS ARE THE EXCLUSIVE WARRANTIES MADE BY CBRE IN CONNECTION WITH THE WORK, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

## 2. INSURANCE

2.1. CBRE’s Insurance. CBRE shall maintain the following insurance policies, covering the activities of CBRE under this Agreement: (a) commercial general liability of \$2,000,000 combined single limit per occurrence and annual aggregate; and (b) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of \$3,000,000 per occurrence and annual aggregate. Client will be an additional insured under CBRE’s commercial general liability policy described above to the extent of loss attributable to CBRE’s negligence. CBRE’s insurance will not be called upon to respond to or cover Client’s negligence or willful misconduct.

2.2. Client’s Insurance. Client shall maintain: (a) commercial general liability insurance with per occurrence limits of \$5,000,000, which limits may be provided by any combination of primary and following form excess policies, and (b) “all risk” property insurance for each Project on a replacement value basis. CBRE shall be named an additional insured under Client’s commercial general liability policy and “all risk” property insurance for actions within the scope of CBRE’s authority as set forth in this Agreement. All such insurance shall be primary to CBRE’s liability insurance relating to this Agreement except to the extent of loss attributable to CBRE’s negligence.

2.3. Mutual Waiver of Subrogation. Client and CBRE each hereby waives, for itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

## 3. INDEMNIFICATION

3.1. Indemnification. Subject to the terms of this Agreement, each Party (as the case may be, the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other Party (the “Indemnified Party”) from and against all third party claims, liabilities, judgments, actions, penalties and other expenses (collectively, “Claims”) asserted against or incurred by the Indemnified Party for bodily injury, personal injury or property damages to the extent such Claims are caused by the Indemnifying Party’s negligence or willful misconduct or the Indemnifying Party’s failure to comply with applicable law.

3.2. Procedure. CBRE and Client shall be liable hereunder only to the extent of their respective indemnity obligations. If both Parties bear fault for a matter, each Party’s liability shall be equal to the

percentage determined to be caused by the fault of such Party as agreed upon by the Parties or as fixed by settlement agreement or final judgment of a court or arbitration panel. Further, if either Party assumes the defense of a matter for which the other Party, but not the defending Party, is at fault (in whole or in part with any third party), the Party at fault shall either pay or reimburse the defending Party fully for all costs and expenses incurred in connection with such defense.

3.3. Limitations on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR ANY RELATED DOCUMENT:

3.3.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS, LOSS OF PRODUCTS, LOSS OF PRODUCTION OR FOR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER EXEMPLARY LOSSES, COSTS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF.

3.3.2. CBRE'S LIABILITY UNDER THIS AGREEMENT, ARISING FROM OR RELATED TO ANY PROJECT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE TOTAL COMPENSATION RECEIVED BY CBRE UNDER THE WORK ORDER RELATING TO EACH PROJECT.

3.3.3. CBRE SHALL NOT BE LIABLE FOR ANY CLAIM BASED UPON OR RESULTING FROM ANY ERRONEOUS OR INCOMPLETE DATA PROVIDED BY CLIENT OR ANY THIRD PARTY ON CLIENT'S BEHALF OR OTHERWISE CONTAINED IN CLIENT'S DATABASES. NO REPRESENTATION OR RECOMMENDATION IS OR WILL BE MADE BY CBRE AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX OR ACCOUNTING CONSEQUENCES OF ANY PROJECT, TRANSACTION, OR DOCUMENTATION.

#### **4. CONFIDENTIALITY; INTELLECTUAL PROPERTY**

4.1. Confidentiality. CBRE and Client agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization ("Confidential Information") and disclosed to the other Party (the "Receiving Party") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition, the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) in any action involving claims by or against persons or entities that are not Parties, (iv) as required by applicable law or legal process, or (v) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

4.2. Intellectual Property. CBRE shall not receive any right, claim, title, or interest in or to any proprietary products or intellectual property of Client. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that CBRE has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("CBRE's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of CBRE, and Client shall not have or acquire any right, claim, title or interest in or to any of CBRE's Intellectual Capital. Client shall receive no ownership of or right to any of CBRE's working papers or manuals. Performance of the Services by CBRE shall not be deemed to be a prohibition of or interfere in any manner with CBRE's provision of similar services to third parties, provided that CBRE in so doing does not use or disclose any Confidential Information of Client.

## 5. CLIENT COVENANTS

Client shall furnish all information and cooperation reasonably required by CBRE in order to deliver the Services required hereunder. Client shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. Client agrees that CBRE shall bear no liability to the extent arising out of Client's failure to comply with its obligations under this Agreement. Further, CBRE shall have no liability to the extent a Claim arises because CBRE acted or failed to act because of adherence to Client's policies, rules, regulations, agreements and/or instructions. All Client policies and instructions with which CBRE must comply shall be consistent with this Agreement and provided to CBRE in advance in writing.

## 6. HAZARDOUS MATERIALS; PRE-EXISTING CONDITIONS

6.1. Hazardous Materials. Client acknowledges that CBRE is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of Client, CBRE shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by CBRE ("CBRE Hazardous Materials"). CBRE shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," pollutant, or contaminant under any applicable law.

6.2. Other Pre-Existing Conditions and Defects. CBRE shall not be responsible for detecting or remediating any pre-existing conditions at a Project site or other property of Client that may adversely affect the operations, maintenance, or use thereof or the health or safety of persons or property. CBRE shall not be responsible for detecting or remediating any pre-existing structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property. Notwithstanding anything to the contrary contained herein, Client shall indemnify, defend and hold CBRE harmless from and against all Claims asserted against or incurred by CBRE to the extent arising out of any Hazardous Materials (other than CBRE Hazardous Materials) or any pre-existing condition or circumstance arising initially prior to the Effective Date.

## 7. NOTICES

7.1. All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to CBRE, then to CBRE MANAGED SERVICES INC, 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attn: GWS Local Americas Project Management with a required copy sent to: CBRE MANAGED SERVICES INC, 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attn: General Counsel – Global Workplace Solutions; and if to Client, to the address in the signature box below, or to such other address as any Party may notify the other Party.

## 8. COMPENSATION FOR SERVICES

8.1. Timing. All sums due to CBRE from Client under this Agreement shall be paid within thirty (30) days following receipt of an invoice from CBRE. Client's obligation to pay or reimburse CBRE as provided in this Agreement shall survive the expiration or termination hereof. All payments to CBRE hereunder shall be made in the amounts then due and without set-off.

8.2. Contract Sum. The total project cost described in the proposal, including authorized adjustments (the "Contract Sum"), is the total amount payable by the Client to CBRE for performance of the Services under this Agreement. The Contract Sum shall be inclusive of all labor, administration, subcontracts, permits, material, machinery, tools, supplies and equipment, general conditions work, sales tax and other



applicable taxes and fees, overhead, profit and incidentals necessary to perform the Services defined in the Work Order.

8.3. Progress Payments. CBRE will invoice Client on a monthly basis, based on progress of the Services towards the Target Completion Date and Schedule defined in the Work Order. Progress payment costs shall be detailed by labor, materials, general conditions, and applicable taxes. CBRE shall provide Client a conditional lien waiver at the time of invoice for each progress payment.

8.4. Substantial Completion. Substantial completion shall mean the stage in the progress of the work or Services when construction of the Project is sufficiently complete in accordance with the Work Order or applicable contract documents and all applicable legal requirements so Client can occupy or utilize the Project for its intended use, as determined in the reasonable discretion of Client.

8.5. Final Payment. Final payment shall be made upon Client' final acceptance (completion of any punch-list items, delivery of operating and maintenance information, and delivery of applicable manufacturers' warranties) in accordance with the Work Order. Upon final acceptance of the Project by Client, CBRE will invoice Client for final balance of Contract Sum. Final payment costs shall be detailed by labor, materials, general conditions, and applicable taxes. CBRE shall provide Client an unconditional lien waiver upon receipt of final payment from Client. CBRE lien release(s) are expressly conditional upon CBRE's receipt of final payment from Client.

8.6. Sales and Use Taxes. CBRE will pay any sales, use, gross receipts, value-added or other consumption based taxes with respect to any goods and services provided to Client by CBRE or any subcontractor or any goods or services procured by CBRE as Client's agent or for the benefit of Client.

## 9. MISCELLANEOUS

9.1. Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.2. Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.3. Waiver. No consent or waiver by a Party to or of any breach or default shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

9.4. Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused directly or indirectly by Force Majeure. If Services are frustrated or hindered or delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the reasonable control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, any act of God, fire, flood, natural and other catastrophes, unusually severe weather conditions, the combined action of workers embargoes, epidemic changes in laws, condemnation of property, governmental actions or delays, national emergency, equipment failure, a moratorium on construction, delays in transportation, failure or default of public utilities or common carriers, unavailability or shortage of materials, war, terrorism, civil disturbance, or other events beyond the reasonable control of the Party. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

9.5. Non-Solicitation. Client agrees that without CBRE’s prior written consent, Client shall not directly or indirectly (including, without limitation, assisting any third party service provider to) solicit for employment, employ, hire, or permit the employment of, any CBRE employees in a supervisory position with respect to a material portion of the Services within the earlier of twelve (12) months after such employee terminates employment with CBRE or twelve (12) months after expiration or termination of this Agreement. Notwithstanding the foregoing, the hiring of an individual based on such individual responding to a general advertisement or unsolicited contact initiated by such individual shall not be prohibited under this paragraph.

9.6. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect including, but not limited to, Sections 3, 4, and 8.5.

9.7. Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the jurisdiction in which the Project site identified in the Work Order is located, excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, without regard to its conflicts of law principles. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO, THIS AGREEMENT.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement effective as of the date first above written.

**CBRE MANAGED SERVICES INC**

**Client**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Insert Full Legal Entity Name

\_\_\_\_\_  
Jurisdiction of Formation (State of Incorporation)

Address: \_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Student Recreation & Wellness Center (SRWC) 3D Trainer Smith Machine to the Recreation and Wellness Gym Floor**

**3/28/2025**

**Santos Manuel Student Union Board of Directors**

**Proposed by: Sean Kinnally, Associate Director of Operations & Development**

**Proposal:** This proposal recommends the addition of a 3D Trainer Smith Machine to the Recreation and Wellness gym floor. This new equipment would complement our existing Smith machine and address current usage demands from students and members.

### **Rationale:**

The current Smith machine experiences heavy usage throughout the day, often resulting in wait times and limited access for our members. By adding a second Smith machine—specifically a versatile 3D Trainer Smith Machine—we will not only alleviate congestion but also expand the functional training capabilities of our facility. The 3D Trainer offers both vertical and horizontal movement, allowing for a broader range of exercises and improving accessibility for users with varying fitness levels and training goals.

In addition, this purchase aligns well with the upcoming summer refresh, during which we will be rearranging equipment to optimize flow and function across the gym floor. Incorporating the 3D Trainer during this period will allow for a seamless integration into the new layout, making the most of our available space and resources.

### **Benefits to the Facility:**

- Reduces wait times and overcrowding on the existing Smith machine
- Enhances training variety and functionality with multidirectional movement
- Improves member satisfaction and experience
- Supports long-term facility planning and layout optimization during the summer refresh
- Demonstrates commitment to continuously improving fitness offerings for our student and member community

This addition reflects our ongoing effort to provide a well-equipped, modern, and inclusive fitness environment that meets the evolving needs of our users.

**Fiscal Impact:** The total cost for the 3D trainer Smith machine is \$8,224.20. This includes materials, labor, and all associated installation costs.

**Project Timeline:** Work will be completed in about 6 to 8 weeks once approved

**Chartfield:** 660876-RO001-S7100



Prepared By: Nick Deponte  
 Regional Sales Director  
 ndeponte@aktivsolutions.com  
 (909) 380-1426

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Quoting Option: S3D

Quote Date	Expires	Quote ID	Terms	Est Lead Time	Ship Via
3/14/2025	4/13/2025	QUO15652	50%DEP,Bal.Due 45D B4 TID	10-12 WEEKS	White Glove

Qty	Brand	Item Code	Item Name & Description	List Price	Sale Price	Ext. Price
<b>Featured Products</b>						
1	GYM RAX	GYMRAX-S3DA	3D TRAINER, ANCHOR <i>Olympic Barbell Multiplanar Rack</i> <i>*Self spotting safety carriage</i> <i>*Freestanding - compact footprint</i> <i>*Color : Anchor - Charcoal Grey / Black Accents</i>	\$8,400.00	\$5,880.00	\$5,880.00
<b>Accessories</b>						
1	AKTIV	AKTV-BASE	AKTIV BASE <i>Multi-Surface Strength Platform</i>	\$495.00	\$0.00	\$0.00

**TOTAL PREFERRED CLIENT DISCOUNT: (\$3,015.00)**

GYM RAX FRAME COLOR:  
 UPHOLSTERY COLOR:

CARDIO FRAME COLOR:  
 STRENGTH FRAME COLOR:

**NOTES / COMMENTS:**

SUBTOTAL:	\$8,895.00
FREIGHT:	\$735.00
INSTALLATION:	\$1,000.00
DISCOUNT:	(\$3,015.00)
SALES TAX %:	\$609.20

INVOICE TOTAL: \$8,224.20



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Quote Date	Expires	Quote ID	Terms	Est Lead Time	Ship Via
3/14/2025	4/13/2025	QUO15652	50%DEP,Bal.Due 45D B4 TID	10-12 WEEKS	White Glove

- \*Product prices are guaranteed for 30 days from the quote date.
- \*Stated lead times begin upon receipt of customer deposit or full payment in the case of "prepaid" terms.
- \*Installation costs include one scheduled installation period. Requests for split or multiple installation periods may be subject to additional charges.
- \*Unless specified in this quote the installation cost does not include the use of union labor. Additional charges for union labor if required are the responsibility of the customer.
- \*Due to current market conditions including global supply chain delays that are out of the control of Aktiv lead times may change. Aktiv will use its best efforts to inform you in a timely manner of any known delays.
- \*Any payments made by credit card will be accessed a fee at time of processing.

Customer Approval: X \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Freight and installation prices are based on current market conditions; Aktiv reserves the right to requote these prices prior to delivery and installation. Lead times begin when both the signed Quote and the deposit or full payment (for Prepaid terms) are received. This order must be paid in full 30 days prior to delivery, unless Net Terms are specified, or Special Terms are further outlined on this Quote. In order to provide the best customer experience, Aktiv may likely require additional information regarding your site conditions. This information will need to be provided 30 days prior to the Customer's requested or confirmed installation date, otherwise said date may be forfeited. By signing above, the Customer accepts and agrees to both price and item specifications, and Aktiv's standard terms and conditions located at <https://aktivsolutions.com/terms-and-conditions/>. Upon written or email request, Aktiv will email the standard terms and conditions to Customer. Any such request should be emailed to [terms@aktivsolutions.com](mailto:terms@aktivsolutions.com). Customer acknowledges that any questions concerning Aktiv's terms and conditions must be directed to Aktiv's main office, and delivery or installation personnel are not authorized to answer any such questions.

## **CSUSB Recreation & Wellness: Purchase Auto Belay for Climbing Wall**

*Proposed by: Mark Oswood, Adventure Program Coordinator*

### **Background:**

The CSUSB Recreation & Wellness Department's Climbing Wall program opened in 2007. The wall is 34' tall and has 7 top ropes stations. We purchased an auto belay in 2017 and many climbers have used the device as it allows you climb to the top of the wall during staffed hours even if you don't have a partner. An auto belay is an automatic belay device that eliminates the need for a human belayer. The auto belay takes up the slack as a climber ascends and safely controls the descent when the climber lets go or falls. Since auto-belay devices don't require a human belayer, many people can use a single auto belay station. Similarly, many auto belay stations can be supervised by a single staff person.

### **Proposal:**

Recreation and Wellness would like to purchase a Perfect Descent Speed Drive Auto Belay with a Steel Carabiner and 40' lanyard (\$2,290.00 plus tax and shipping)

### **Rationale:**

An additional auto belay would increase the route options for climbers without a partner. It will also usage and encourage climbers to try more routes. Our current auto belay is well used, and staff and members have suggested we get an additional auto belay.

### **Budget Impact:**

The expense will be charged to account climbing wall reserves. 660876-RO001-S7181

### **Timeline:**

If approved the installation should take place within 2 weeks.



Perfect Descent Auto Belays are hand built in the USA and preferred worldwide by climbers and gym owners alike. As the Official Auto Belay Supplier for the International Federation of Sport Climbing, Perfect Descents are used in World Cup and World Championship competition. Offering superior performance at a superior price, our auto belays are compact, durable, and budget-friendly, boasting the lowest cost of ownership on the market. Perfect Descents are ideal for rock climbing gyms, camp climbing walls, university recreation centers, ninja obstacle courses, amusement centers, industrial training, and more!

Length: 40 ft (12.2 m) v

Carabiner: Steel v

Clear

\$2,065.00

1 ADD TO CART