

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF PROGRAM AND CONSTRUCTION MANAGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF PROGRAM AND CONSTRUCTION MANAGER

Program and Construction Manager ("PM/CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Develop and implement methods to budget and track all expenditures on the Project. PM/CM shall generate monthly reports to the District reflecting this information, and shall maintain the District's financial reporting systems.
- 1.5. Prepare methods to track and report on schedule status for the Project. PM/CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. PM/CM will be required to attend and provide updates at each Board meeting. PM/CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. PM/CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, PM/CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and

construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors all general and/or trade Contractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at PM/CM's expense, sub-consultant(s) to the extent deemed necessary for PM/CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the PM/CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Program and the Project(s), including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. PM/CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. PM/CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by PM/CM under this Agreement as well as coordination with all Master Plans, studies,

reports and other information provided by District to PM/CM. PM/CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.18. At the request of the District, develop a Management Information System ("MIS") to assist in establishing communications between the District, PM/CM, design professional(s), consultant(s), Contractor(s), Project Inspector(s) and other parties on the various Project(s) in the Program. In developing the MIS, PM/CM shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.19. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.20. Prepare a bidders list for each bid package for approval by the District.
- 1.21. When acting as Construction Manager for specific projects PM/CM's services hereunder may include, without limitation:
  - 1.21.1. Assistance with administration of the prequalification process;
  - 1.21.2. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for a Project, including preparation and distribution of prequalification questionnaires;
  - 1.21.3. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
  - 1.21.4. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
  - 1.21.5. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
  - 1.21.6. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
  - 1.21.7. Interviewing possible bidders, references, bonding agents and financial institutions;
  - 1.21.8. Preparing recommendations for the District for pre-qualification of prospective bidders;

- 1.21.9. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.21.10. Assisting with resolution of any appeals;
- 1.21.11. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Preliminary Services Agreement, Site Lease, and Facilities Lease with guaranteed maximum price; and
- 1.21.12. Preparation of agenda items for Board approval.
- 1.21.13. PM/CM may be required to attend each Board meeting, and to provide updates at each meeting.
- 1.21.14. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Program and Project(s) status.
- 1.21.15. Ensure that all Project Contractor(s), sub-contractor(s), Architects and Construction Managers, Architects and Construction Managers' subconsultant(s) comply with any District-approved storm water management program that is applicable to the Program and Project(s), at no additional cost to the District.
- 1.21.16. Provide direction and planning to ensure Program and Project(s) adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), the Tahoe Regional Planning Agency ("TRPA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. PM/CM shall comply with, and ensure that all Consultants, all Construction Managers, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Program and Project(s), at no additional cost to the District.
- 1.21.17. PM/CM shall maintain accurate Program cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. PM/CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. PM/CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.21.18. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as

indicated in this Agreement and as required in the Agreement for Architectural Services.

1.21.19. Provide and maintain a management presence on the Project site(s).

1.22. PM/CM is **NOT** responsible for:

1.22.1. Ground contamination or hazardous material analysis.

1.22.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

1.22.3. Compliance with the California Environmental Quality Act ("CEQA"), except that PM/CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.

1.22.4. Historical significance report.

1.22.5. Soils investigation.

1.22.6. Geotechnical hazard report.

1.22.7. Topographic survey, including utility locating services.

## **2. GENERAL PROGRAM SERVICES**

2.1. **General:** Monitor and advise the District as to all material developments on the Project. PM/CM shall implement with District approval reporting methods for schedules, cost and budget status, and projections for each Project in the District's Program. The PM/CM shall be the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its design professionals.

2.2. **Scheduling:** Track and report on schedule status for Project using methods. The PM/CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District.

2.3. **Cost Controls:** Implement methods to track construction expenditures on the Project using methods. The PM/CM shall generate monthly reports to the District reflecting this information.

2.4. **Communications to Board:** The PM/CM may be required to attend Board meetings, and to provide updates at each meeting.

## **3. PLANNING AND ADMINISTRATION OF THE PROJECTS**

3.1. **Cost Control.** PM/CM shall develop and monitor an effective system of construction cost control for the Projects. PM/CM shall identify variances

between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. PM/CM shall manage the construction bids and contracts in accordance with the Program Budget.

- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project(s) that involve all members of the Project(s) teams, including District, design professional(s), Construction Manager(s), and construction Contractor(s).
- 3.3. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Program and the various Projects within the Program. The system will allow for monthly progress reports to the District regarding the schedule for the Program and the various Projects within the Program.
- 3.4. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and design professional(s). PM/CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies.

#### **4. PRECONSTRUCTION PHASE**

- 4.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the PM/CM. The PM/CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 4.2. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, PM/CM will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 4.3. Assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.

- 4.4. Assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 4.5. Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 4.6. Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan, where required.
- 4.7. Monitor and report to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Program. Assist in identifying and obtaining all necessary approvals.
- 4.8. Solicit proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 4.9. Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, design professional(s), and construction Contractor(s).
- 4.10. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 4.11. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The PM/CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The PM/CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 4.12. Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The Project Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The PM/CM shall also make recommendations to the District with respect to



constructability, construction cost, sequence of construction, and construction duration

- 4.13. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. PM/CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 4.14. Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 4.15. Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 4.16. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 4.17. Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 4.18. Fully coordinate all changes requested by any utility company needed to complete the Project.
- 4.19. Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

## **5. PRE-BID PHASE**

- 5.1. Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 5.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 5.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 5.4. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as

applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of PM/CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

## **6. BIDDING PHASE**

- 6.1. Assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 6.2. Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder questions by addenda.
- 6.3. Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 6.4. Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 6.5. Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 6.6. If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 6.7. Conduct pre-award conferences with successful bidders.
- 6.8. Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 6.9. Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **7. CONSTRUCTION PHASE**

- 7.1. Administer the construction Contract.
- 7.2. Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 7.3. Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 7.4. Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 7.5. Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The PM/CM expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.
- 7.6. Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 7.7. Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and design professional(s).
- 7.8. Establish and implement team communication procedures.
- 7.9. Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The PM/CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the PM/CM will take appropriate measures to secure compliance, subject to District approval.

- 7.10. Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 7.11. Cost Control. PM/CM shall develop and monitor an effective system of construction cost control for the Project. PM/CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. PM/CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 7.12. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 7.13. The PM/CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The PM/CM shall provide to the design professional(s) and the District copies of these authorizations.
- 7.14. Evaluate and process payment applications and verify progress.
- 7.15. Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither PM/CM nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.
- 7.16. Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 7.17. Record the progress of the Project by a log.
- 7.18. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to PM/CM.
- 7.19. Negotiate Contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the District.
- 7.20. Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 7.21. Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 7.22. In conjunction with the design professional(s), monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda,

and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of design professional(s), make recommendations to the District regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.

- 7.23. To guard District against defects in the work of the construction Contractor, the PM/CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 7.23.1. Accepted industry standards;
  - 7.23.2. Applicable laws, rules, or ordinances; and
  - 7.23.3. The design documents and contract documents.
- 7.24. Where the work of a construction Contractor does not conform as set forth above, the PM/CM shall, with the input of design professional(s):
  - 7.24.1. Notify the District of any non-conforming work observed by the PM/CM;
  - 7.24.2. Reject the non-conforming work; and
  - 7.24.3. Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 7.25. Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on information obtained from the design professional(s). Advise District as to status and criticality of RFIs.
- 7.26. Implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 7.27. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 7.28. Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 7.29. Coordinate, assist, and support Architect during construction administration phase as required.
- 7.30. PM/CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such

records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.

- 7.31. Coordinate the move into the Projects.
- 7.32. Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 7.33. Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 7.34. Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **8. PROJECT COMPLETION**

- 8.1. The PM/CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The PM/CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 8.2. At the punch list phase of the Project or designated portions thereof, PM/CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. PM/CM shall provide this list to the construction Contractor. PM/CM shall coordinate construction Contractor's performance and completion of punch list work. PM/CM shall review, with the Architect and District, the completed punch list work. PM/CM shall ensure, with input of the Architect, that the completed punch list work complies with applicable provisions of the construction Contract.
- 8.3. PM/CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 8.4. PM/CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. PM/CM shall notify the District of final completion.
- 8.5. PM/CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. PM/CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 8.6. PM/CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Projects.

- 8.7. PM/CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 8.8. PM/CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 8.9. PM/CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 8.10. PM/CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 8.11. PM/CM shall prepare final accounting reports.

## **9. FINAL DOCUMENTS**

The PM/CM shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The PM/CM shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **10. WARRANTY**

The PM/CM shall implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by PM/CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of PM/CM or where the PM/CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

**Format and Content of Invoices**

PM/CM acknowledges that the District requires PM/CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, program manager, and project inspector.	.8 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, PM, IOR.	1.2 hours

**Hourly Rates for Extra Services**



1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. PM/CM shall bill in quarter-hour increments for all Extra Services.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal in Charge	\$____.____
Project Director	\$____.____
Project Engineer(s)	\$____.____
Project Controls Manager	\$____.____
Project Admin-Financial	\$____.____
Project Admin-Office	\$____.____
Estimator	\$____.____
Constructability Reviewer	\$____.____
Construction Manager (s):	\$____.____
Assistant Construction Manager (s):	\$____.____

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**  
**SCHEDULE OF WORK**

[To be completed/inserted]

**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The PM/CM's fee set forth in this Agreement shall be full compensation for all of PM/CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. PM/CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the PM/CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. PM/CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. PM/CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of PM/CM's invoices, the District agrees to make payments on all undisputed amounts after the funds are available to the District and approved by the County Office of Education but no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due PM/CM hereunder if PM/CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after PM/CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between the Berkeley Unified School District ("District") and \_\_\_\_\_ ("PM/CM") for the \_\_\_\_\_ ("Contract" or "Project").

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

That I am a representative of the PM/CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of PM/CM.

PM/CM certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- The PM/CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all PM/CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit PM/CM's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The PM/CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all PM/CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of PM/CM 's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, PM/CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between PM/CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, PM/CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the PM/CM who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising PM/CM's and its subcontractors' employees is:

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

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

**NOTE:** If the PM/CM is a sole proprietor, and elects the above option, PM/CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit PM/CM's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) PM/CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to PM/CM under the Contract.*

*As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.*

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

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

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

PM/CM: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

END OF DOCUMENT