Appendix A
PM/CM Request for Proposal

For the Management of Measure C Capital Improvement Program

December 20, 2004
### APPENDIX A

**SERVICES TO BE PROVIDED BY PM/CM**

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This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement made on ____________, 2005, between Marin Community College District, a political subdivision of the State of California (“District”) and __________________________ Program Manager/Construction Manager (PM/CM) providing for professional services.

1. Conceptual Program - Capital Improvement Program

1.1 Capital Improvement Program

District expects to undertake a series of construction and procurement Projects at each of its two campuses, to be funded by a combination of general obligation bond funds, redevelopment funds, State Chancellor’s Office program funds, grants, donations, fees, and other miscellaneous funding sources. Project delivery methods will vary, and may include design-build, design-bid-build, multiple prime contracts, and other methods as suitable to each Project. For purposes of the Agreement, the entire Capital Improvement Program is referred to as the “Program” and the individual construction and procurement Projects comprising the Program are referred to as “Project” or “Projects.”

1.2 Program Scope

District has developed the following preliminary outlines of the Program, including initial estimates of costs for various Program components, sufficient for purposes of the Program Manager’s fee calculation and commencement of its work. Scope of the Marin Community College District capital improvement program is based on the 2003 Facilities Master Plan and supplemental documents provided herewith. However, the Program is dynamic and those numbers are likely to change as the Program is further developed and implemented.

1.2.1 Maintenance and Infrastructure upgrades: To include design and other soft costs and maintenance and building renovation work to meet existing standards for which the District may or may not procure a separate design contract. This work may be done on a design bid build, design build, multiple prime or other basis.

1.2.2 New Construction and/or Modernization: To include design investigation and other construction soft costs.

1.2.3 Equipment and Procurement: Installation to include programming, installation, start up testing, District personnel training and other associated costs.

1.3 Program Definition Services

PM/CM’s Work includes defining the work of the Program. Starting with District’s information developed to date, PM/CM shall perform all services necessary to thereafter develop and prepare a master scope of work, budget and schedule for the Capital Improvement Program that shall address scope of work, budget and schedule for each campus and each individual construction and procurement Project at each campus. The master scope of work, budget and schedule shall be divided by campus and shall include
the following:

1.3.1 Master Program Schedule, for both campus sites. Maintain all schedules in MS Project 2002 or accepted equal.

1.3.2 Master Program Schedules for each campus, including each of the individual Projects at each campus.

1.3.3 Individual Project budgets including a conceptual cost estimate (line item cost Projection, using appropriate unit prices) for the scope of work being proposed for each Project at each campus, including “Budgeted Bid Day Construction Cost” or “Budgeted Bid Day procurement Cost” for each Project.

1.3.4 Scope of work for each Project at each campus.

1.3.5 Milestones for each Project.

1.4 Construction and Procurement Budgets

PM/CM shall develop and secure District’s agreement upon a “Budgeted Bid Day Construction Cost” or “Budgeted Bid Day Procurement Cost” for each Project at each campus, which shall represent PM/CM’s best estimate of the anticipated value of the construction or procurement contract for each such Project when initially let. Once established, PM/CM shall treat the “Budgeted Bid Day Construction Cost” or “Budgeted Bid Day Procurement Cost” so identified as District’s required construction or procurement cost for the Project, and administer each Project accordingly.

PM/CM shall recognize in its construction and procurement budgets prepared under this Agreement a 15% design and construction contingency. District shall have full discretion regarding disposition of this and any other District’s contingency budgets. In performing its Work under this Agreement, PM/CM shall not rely upon, refer to or commit District’s contingency budgets either for design, construction, or any items within those contingency budgets, without District’s advance written consent. Such contingency budgets shall not be referred to in determining adequacy of performance under this Agreement.

When completed, the Program will set forth a general schedule for work on the Projects, including general milestone schedules and further information on District’s approved and anticipated budgets. Each Project will have a separate contractor (or contractors) or supplier (or suppliers) and may also have a separate architect and/or engineer (“A/E”) and any other professional consultants or entities necessary to complete the Project.

1.5 Scope and Duration of Services

In addition to this paragraph 1, PM/CM shall provide on individual Projects the services required in Sections 2, 5, 6, 7, 8, 9 and 10 of this Appendix. In addition, PM/CM shall provide on each Project those Program-wide services required in Section 3 of this Appendix, as necessary and appropriate to achieve Program-wide contract requirements. PM/CM shall provide the Program Definition service provided under Section 4 herein during the master scheduling, scope and budget phase of the Agreement, and these services shall conclude upon District’s acceptance of the final deliverable under this phase.

1.6 Changes in Projects and the Program
The Program is dynamic and may change in its schedule, the scope of individual Projects, combining individual Projects, or other reasonable changes. Changes to the Program, unless a cardinal change to the entire concept, do not require a change in this contract, and PM/CM shall perform the services referred to herein on revised Projects so long as generally consistent with the work described herein. This Section 1.6 applies to all phases of the Program, including phases following the Program Definition Phase.

2. Basic Services

2.1 Scope of PM/CM’s Work

Basic Services comprising PM/CM’s “Work” for the Program and each Project comprising the Program, shall include all the services and activities specified below in this Section 2 and also in Sections 3 through 9 of this Agreement.

2.2 General Requirements of PM/CM’s Work

2.2.1 PM/CM shall report to District’s Director of Maintenance & Operations/Measure C Executive Director for all Program-wide services, who shall have the sole signature authority for District. District may delegate portions of this authority to other District staff members or to PM/CM, but such delegation shall only be effective if in writing and signed by District’s Director of Maintenance & Operations/Measure C Executive Director.

2.2.2 Subject to any express limitation herein, PM/CM shall provide District all professional construction management services necessary to assist District in the execution, performance and timely delivery of all construction contracts, procurement contracts, A/E contracts, hazardous materials abatement contracts, procurement of furniture, fixtures and equipment, other contracts, professional services, green building principals, sustainability, environmental stewardship, LEED, and any other services required for completion of the Program and each Project comprising the Program, including, but not limited to:

2.2.2.1 Community relations and public information services;

2.2.2.2 California Environmental Quality Act (“CEQA”), Education Code and Title 24 compliance.

2.2.2.3 Marin Community College District Resolution No. 2004-7-20-12b. Environmental Stewardship and sustainable facilities construction, operating practices and implementation outline.

2.2.2.4 Coordinating the Program and each Project with various local and State governmental and administrative agencies with jurisdiction, and community groups;

2.2.2.5 Management of contracts with Project A/Es, environmental consultants, hazardous materials abatement consultants, hazardous waste disposal consultants, geotechnical consultants, construction contractors, and such other entities or services required to obtain integrated and functioning Projects set forth in the Program and full performance of each contract;
2.2.6 Review, coordination and recommendations for action on all deliverables and submittals of consultants, architects, engineers, and contractors on each Project;

2.2.7 Preparing, maintaining, and updating schedules for the Program Plan and each Project;

2.2.8 Preparing, maintaining, and updating Program budgets and Project budget, overall cost management, and cost control;

2.2.9 Overall Program and Project construction management, construction administration and coordination of inspection, for each Project;

2.2.10 Consultation on all aspects of each Project, including but not limited to, continuing evaluation of schedule requirements, budget requirements;

2.2.11 Retaining other consultants as necessary for the performance of its services, at PM/CM’s cost;

2.2.12 Consultation on program/construction risk management to include recommendations and procurement of the Owner controlled insurance policy (OCIP) builder’s risk and other aspects of risk management.

2.2.13 All required training and testing;

2.2.14 All services referenced throughout this Agreement.

2.2.15 Provide for commissioning process from beginning, constructability review, Green building design with the possibility of LEED certification.

2.2.3 Notwithstanding the foregoing, PM/CM is not required to duplicate the services of construction contractors, Project A/E’s, suppliers, environmental consultants, or other consultants, and does not assume their liabilities or responsibilities if their work is deficient, unless District had specifically requested PM/CM to duplicate said services. This Section does not in any manner diminish PM/CM’s responsibility or liability for its Work under this Agreement or any damages resulting from, exacerbated or contributed to by any deficiencies in PM/CM’s own performance.

2.2.4 District will provide PM/CM with office space consisting of a single Project level office at each college, and also a program management office at a location to be determined consisting of a reception area and two additional offices. PM/CM shall have adequate personnel, facilities, equipment and supplies to complete its Work. PM/CM shall provide all materials to complete the Work.

2.2.5 Performance of services will require PM/CM to work with, meet with, and attend meetings with District staff, District Faculty, members of the community, with other governmental agencies, with architects, engineers, contractors, and with such other consultants as PM/CM determines necessary, to the extent necessary to manage and
coordinate all aspects of the design and construction (or procurement) of each Project, the Program, and performance of PM/CM’s duties under this Agreement.

2.2.6 PM/CM shall perform any required services, which are a result of any errors or omissions by PM/CM, at no additional cost to District.

2.2.7 PM/CM shall provide for two Project managers, one staff assistant and one purchasing/accounts payable technician, to report directly to District’s Director of Maintenance & Operations/Measure C Executive Director (with no reporting relationship to PM/CM). PM/CM shall separately price, invoice, and account for these staff personnel. District will retain sole discretion regarding the selection, hiring and firing of these staff personnel.

2.3 Coordination of Contractors, Architects, Engineers, Consultants and Others

2.3.1 PM/CM must review and comment upon coordination, scheduling and reporting requirements in District’s intended forms of Professional Services Agreements and construction contracts, both District’s standard forms and also “as negotiable” provided they are made available to PM/CM prior to execution of each Agreement. The purpose of such review and comment is to determine if such forms of construction contracts and Professional Services Agreements are suitable for PM/CM to perform its duties under this Agreement. By execution of this Agreement, PM/CM represents and agrees that it has reviewed the District standard forms of Construction Contracts and Professional Services Agreements and they are suitable for PM/CM to perform its duties under this Agreement.

2.3.2 Subject to Section 2.2.3 above, PM/CM shall require and enforce full coordination of all construction contractors, suppliers, architects, engineers and Sub consultants involved in completing each Project and the Program generally. The objectives of this coordination shall be threefold:

2.3.2.1 Developing, recommending and implementing Program-wide cost savings and economies in design, construction, and maintenance of each completed Project, as well as enhancements in Project safety and security, as required by this Agreement. PM/CM shall involve representatives of District Maintenance & Operations Department in Program-wide and Project specific design review and coordination to assure consideration of their views in the design coordination and development process. Based upon this effort, PM/CM shall also develop a list of recommended “District Standards” to standardize District procured material, equipment and fixtures, and to permit “sole source” specifications for such items.

2.3.2.2 The development of complete, comprehensive, coordinated and workable designs in which the work of each architect, engineer, and each Sub consultant interfaces well and is properly coordinated, architecturally sound and well engineered, with details that work together with regard to all affected disciplines.

2.3.2.3 Construction or procurement of each Project and the Program within approved schedules, budgets, in full compliance with all contracts and requirements including warranties and close out documentation.
2.3.3 PM/CM shall require architects, engineers and consultants to conduct at least monthly design coordination meetings with all Sub consultants employed on their individual Projects, and shall require Program-wide design coordination meetings between consultants on different Projects as necessary to comply with this Agreement. These meetings are in addition to the required construction meetings required in the construction contracts, Section 01315 (Meetings).

2.3.4 PM/CM shall provide District with monthly design coordination reports and construction reports on schedule progress reports, as part of its monthly report.

2.4 Reporting and Coordination with Capital Improvement Program Scheduling and Operations

2.4.1 PM/CM shall use its best efforts to cause to be completed all services required under this Agreement and all Projects in accordance with the approved Master Schedule.

2.4.2 For each work phase on each Project under this Agreement, PM/CM shall prepare, submit and update monthly for District’s acceptance a task list coordinated with the Master Schedule, identifiable by contract package. PM/CM’s task list shall outline dates and time periods for information from District for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principal with agencies and any tenants involved in the Project. The purpose of the task list shall be as a “to do” list for District the required approvals, interfaces, reviews and other tasks that District must do to coordinate with PM/CM’s Work and the ongoing Projects.

2.4.3 No payment shall be due PM/CM for any phase of the Work unless the required schedules and tasks list is provided, maintained and accepted by the Director of Maintenance & Operations/Measure C Executive Director.

2.4.4 PM/CM shall adjust and cause its retained Sub consultants (and subcontractors, if any) to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed, when necessary to comply with the accepted schedules.

2.4.5 District’s acceptance of PM/CM’s schedules and task lists will not relieve PM/CM of full responsibility for all obligations imposed by this Agreement, nor will it create any duty of care or impose on District any responsibility for the sequence, means, methods, schedule or progress of Work, nor will it interfere with or relieve PM/CM from PM/CM’s full responsibility therefore.

2.5 Deliverables Required Under This Agreement

Deliverables required under this Agreement are outlined in Appendix C - Milestone Schedule (will be addressed in Master PM/CM Service Agreement Contract), and must be supplied by PM/CM. Each deliverable shall be reviewed with designated representatives of District. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the fee for Basic Services. At PM/CM’s option, deliverables may be supplied in the Monthly Progress Report, and may be combined when applicable to more than one Project.

2.6 Program-wide and Project Specific Monthly Progress Report
PM/CM shall provide District monthly with a comprehensive written report covering the Program and each Project comprising the Program addressing general status, problems, concerns and progress, including but not limited to, the following items:

2.6.1 Executive summary.

2.6.2 Master schedule: progress and update, including general reporting on design status, cost estimate reviews, budget/cost review, and any major disputes, claims, or issues of concern.

2.6.3 Payments, credits and offsets; overall cost and anticipated cost of each Project and the Program.

2.6.4 Status of engagement of required A/Es and other required consultants, contractors, suppliers and vendors.

2.6.5 Design progress by Project (schedule vs. work progress); design coordination by A/E and any PM/CM comments thereon; budget status including construction cost estimates submitted, commissioning process, reviewed or prepared; constructability reviews performed; 30 day look ahead. Include a narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed including classroom, educational mission impacts.

2.6.6 Construction or procurement progress by Project: generally; since prior report, and percentage completion; 30 day look ahead. Include a narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed. Discuss contractor schedule, work progress and any problems or delays encountered, clearly identifying actual performance with respect to the current approved version of the schedule; schedule assessment and proposed ways to work around any problems that arise.

2.6.7 Disputes, claims problems, and issues of concern by Project, as respects performance of designers, contractors, inspectors and PM/CM.

2.6.8 Project specific progress photos in digital format from start to project completion.

2.6.9 The original summary schedule and detailed schedules, updates and revisions submitted in both CD and 8-1/2” x 11” bound hard copy forms.

2.6.10 All written submittals prepared using District compatible software program.

2.7 Design Coordination Reporting

PM/CM, based on its work and conferences with each Project A/E and other applicable consultant, shall meet with, make written recommendations in its monthly report to, and coordinate with District’s Maintenance & Operations Department, at least once a month in its monthly report, or more frequently if necessary, regarding ongoing design, construction and other work, with respect to the following subject matters on a Project and Program-wide basis:

2.7.1 Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories),
2.7.2 Constructability (including actual and reasonable constructability in light of District’s objective to secure a completed Project with the lowest reasonable construction costs),

2.7.3 Project scheduling,

2.7.4 Scheduling of PM/CM’s own Work and coordination with work of other consultants, and

2.7.5 Development of District standard specifications for equipment, materials, and fixtures.

2.8 Relations to District Project Personnel

In performing its contracted responsibilities, PM/CM shall report to and receive instructions from District Director of Maintenance and Operations and shall keep District’s responsible Program and Project personnel, as designated, from time to time, advised and informed on Project status and issues. PM/CM shall immediately report to District Director of Maintenance & Operations any conflicting instructions received from District representatives.

3. Program-wide Services

3.1 Program-wide Reporting and Documentation

PM/CM shall develop, recommend in writing, and, upon District approval, implement a comprehensive and uniform system for reporting, recordkeeping, documenting and communicating Program-wide and on each Project, including, but not limited to, routing of periodic reports, coding and filing and routing correspondence, required construction documentation, as-builts and all documentation required under the construction contract.

3.2 Program-wide Coordination and Student Safety

PM/CM shall confer and coordinate with all participants in the Program to develop, recommend in writing, and upon District approval, implement recommendations for:

3.2.1 Program-wide cost savings and economies in design, construction, and maintenance of each completed Project;

3.2.2 Enhancements in Project safety and security;

3.2.3 Program-wide and Project specific plans, precautions, programs and specific safety measures, specifically directed towards student safety and precluding student access to construction sites or student exposure to hazardous conditions of any type.

3.3 Program-wide Cost Reporting and Budget Coordination

PM/CM shall maintain budgets, cost schedules, cost Projections, and report monthly on the overall cost and anticipated costs of the entire Program including, but not limited to, each Project making up the Program. Accounting protocols and budget reporting shall be consistent with District formats. Details will be finalized with the District Finance Office without limiting the generality of the foregoing. This obligation includes, but is not limited
to, the following:

3.3.1 Adoption of District’s existing accounting protocols and reporting formats.

3.3.2 PM/CM will assist District to develop a Program Budget Allocation Model, which is a categorized and quantified display of the various program components as they may be budgeted. Once approved, this Model shall serve as a target budget for the individual Project A/Es. As the design proceeds, the Model shall be expanded into more specific budget format sufficient to provide a systematic, uniform and usable reporting of Project cost information. The Program Budget Allocation Model shall be sufficient for the Project A/Es’ use to make prudent design decisions and PM/CM’s use to monitor Project costs as the design progresses.

3.3.3 Develop Project reports for use with District’s system showing budgets, cash flow, status of funding, actual expenses to date, variances to date, cost at completion and estimated budget surplus or deficit. Format shall be approved by District. Reports shall be included in PM/CM’s Monthly Report. The objective of this cost reporting shall be to permit the PM/CM to track, control and adjust Project Requirements, fees due District retained consultants, contractors and cost associated with materials, equipment and systems so that construction will be completed at a cost which, together with all other costs, will not exceed the total Program budget without District authorization. This reporting system shall enable District to plan effectively and to monitor and control the application of funds available for the various elements of the Program. This reporting system shall include separate reporting on funds available, funds expended, funds committed but not yet expended, and funds required for commitment in the future, on the Program as a whole and on each Project.

3.3.4 Submit, as part of the monthly report, a financial report listing the initial Program budget, the current Program budget if revised, and current Program obligations and expenditures.

3.4 Program-wide Procedures Manuals

PM/CM shall prepare written procedures manuals for standard design phase and construction contract administration and will also include relationships with other agencies and the public, confidentiality of certain data, publications and publicity, observing all applicable laws and ordinances, including the State Public Contract Code, Education Code, the Labor Code and the Administrative Code, and suitable documents and forms as required to provide information regarding Project progress, status reports on tasks or phases of the work, disbursement of funds to the Project A/E and other consultants retained by District, progress payments to the construction contractors, computerized reporting on change orders, RFI’s, PCOs, deficiency lists, status reports on Change Orders relative to their preparation, approval and authorization, incorporation into the construction contract and disbursement of funds upon their partial or total completion.

3.5 Program-wide Additional Consultants or Information Required, Including A/Es

PM/CM shall make recommendations for the engagement of other consultants (including A/Es, if applicable) or securing of additional information by District as required for efficient and successful completion of the Program and each Project; if requested, shall engage such consultants or secure such data on behalf of District following District procedures; shall support District in negotiating fees and preparing and processing agreements as required.
These consultants, upon approval by District, may be retained by the District or the PM/CM by amendment to the Agreement.

3.6 Program-wide Project Scheduling

Through all phases of the Projects, the PM/CM shall be responsible for developing, updating and maintaining a Master Schedule for the Program and on each Project, monitoring schedules developed by contractors and other entities on individual Projects, and advising District on how to adjust progress to meet the schedule and on how to adjust the schedule to be consistent with current conditions.

3.6.1 PM/CM shall prepare a Master Schedule for the Program and each Project in a CPM, Microsoft Project format, covering all design, procurement and construction activities, through systems testing and occupancy, and shall update it monthly to reflect field progress, new logic or detail and reports from the contractors and architects. The Master Schedule shall include the first level of detail in the contractor’s supplied schedule, showing work phases, critical paths, available float, and shall include the following:

3.6.1.1 Beginning with PM/CM’s work (shown at the top of the schedule), reflect principal work activities of PM/CM, Architects, Engineers, Contractors, and District personnel, for each Project phase, and show interactions where appropriate.

3.6.1.2 Activities necessary for engagement of architects, engineers and consultants, as necessary;

3.6.1.3 Activities necessary for CEQA compliance (District to provide CEQA consulting services);

3.6.1.4 Milestones and deliverables specified in Professional Services Agreements with architects and engineers;

3.6.1.5 Activities necessary for hazardous materials abatement;

3.6.1.6 Long lead item procurement;

3.6.1.7 Any other major activity requiring coordination;

3.6.1.8 Punch lists, substantial and final completion dates.

3.6.1.9 Activities such as final exams, commencement exercise and other major college events.

3.6.2 PM/CM shall report on any delays with an analysis of their effects and make recommendations for corrective action.

3.7 Program-wide Payment and Requisition Assistance

Through all phases of the Projects, the PM/CM shall be responsible for developing, tracking and coordinating all aspects of the payment and requisition process for all Program and Project A/Es, consultants, contractors, suppliers and others, up to the point where District is required to issue payment or purchase orders, as applicable, on an on-line or other basis as
may be approved by District. PM/CM shall review all payment requests, and advise the District of whether the request is appropriate for payment or, if not, what aspects are not appropriate. If PM/CM believes a payment request is inappropriate, it will prepare for District’s review an appropriate response to the submitting party.

3.8 Program-wide Community Relations and Public Information

PM/CM shall develop and implement, with District assistance, a Community Relations and Public Information Program which utilizes the resources of the District Program team, PM/CM, Project A/E, other consultants, and covers the duration of the Project. The Program will be responsive to the requirements and time tables of external agencies and processes, and PM/CM will develop an internally defined outreach effort to assist Project progress. During the Construction Phase (and Procurement Phase, if applicable) of each Project, the PM/CM will assist in developing presentation materials, undertaking speaking engagements and developing procedures to facilitate public communication and support throughout the Project. The PM/CM will prepare items for public release and submit them for District review and approval. Publications will be printed as an additional reimbursable cost and delivered to District for distribution. PM/CM will develop and maintain a Capital Improvement Program website.

3.9 Program-wide Constructability, Commissioning Process and Feasibility Review.

The PM/CM shall review design documents for all Projects during their development and, in addition to the constructability reviews specified herein, shall provide recommendations for each Project and on a Program-wide basis on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost, including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies.

3.10 Program-wide DSA and Education Code/Title 24 Compliance

PM/CM shall coordinate, schedule and take all actions necessary Program-wide and for each Project comprising the Program, to cause the A/E and the District to make all necessary submissions, secure all necessary approvals, and submit all necessary reports, necessary to comply with all requirements under the California Education Code and Title 24 of the Administrative Code applicable to District, including, but not limited to, the following:

3.10.1 Coordinating investigations of each Project for the risk of hazardous materials and hazardous waste;

3.10.2 Monitoring the submission (by others) of all plans, site data, specifications, structural design computations and cost estimates to and approval by the Department of General Services, Division of the State Architect (“DSA”). Designating an internal contact person and a contact person at the responsible A/E to coordinate the application through the process.

3.10.3 Monitor the issuance (by others) of periodic verified reports to the DSA indicating the work during the reported period has actually been performed and materials installed in accordance with the approved plans and specifications; and

3.10.4 Monitor the submission (by others) to DSA for certification of Project completion all periodic verified reports, testing and inspection reports. Coordinate any further testing or inspection required by DSA for Project completion, including assisting
District in securing any further testing or inspection required by DSA.

3.10.5 Coordinate with DSA for pre-approval of change orders, expedite DSA review and approvals, and take all appropriate action to minimize delay to Projects resulting from DSA review and approvals.

3.10.6 Assist District and coordinate, if necessary, District’s engagement of an architect as necessary to review and approve plans, specifications, structural design computations, cost estimates and the like, to perform the functions assigned the DSA, and issue the Project record drawings;

3.10.7 Assist District and coordinate District’s engagement of competent, adequate and continuous resident DSA inspectors, satisfactory to the A/E and DSA, to serve as the Inspector of Record for each Project;

3.10.8 Assist District in communicating with the State Chancellor’s Office, as necessary, and advise District of any special requirements, factors or special considerations, including but not limited to cost limitations.

3.11 Program-wide Move Management

PM/CM is responsible for ALL aspects of move management. PM/CM will coordinate, schedule and procure “movers”, equipment and space as required (on or off campuses, as requested by District), to move all District personnel and equipment impacted by the Program and each Project. This will include, without limitation, moving entire departments into temporary and/or permanent space in connection with construction of new buildings, moving individual offices during renovation or upgrade projects, etc. PM/CM will determine the need for temporary swing space, to include programming, scheduling, ordering, placement and utilities connections.

4. Program Definition Services

4.1 Overview of Program Definition Services

PM/CM shall prepare a “Program Definition Document” for new construction and renovation construction at The Kentfield Campus and Indian Valley Campus in conformance with the terms and conditions of the bond issuance and other financial sources financing the work and District’s supplied planning work to date.

4.2 Facilities Evaluation, Assessment and Needs Analysis

PM/CM shall conduct a detailed evaluation of The Kentfield Campus and Indian Valley Campus infrastructure and building systems in all areas requiring modernization, upgrading or replacement, consistent with the District’s goals and applicable building and/or other codes and regulations, including site accessibility in compliance with the Americans With Disabilities Act. PM/CM shall prepare a written report discussing the results of this facilities evaluation, assessment and needs analysis. (District has already performed studies and prepared reports covering portions of this scope of work, which PM/CM may use as reference, but shall not rely upon and shall instead rely upon its own independent investigations of existing conditions. Consultant shall review, verify and secure all necessary utility or other existing condition information, necessary for this scope of work.)
4.3 Program Definition Document, Schedule and Financial Model Development

PM/CM shall review the Facilities Condition Assessment, Facilities Master Plan and Educational Master Plan with all relevant user groups, agencies or authorities with jurisdiction, students’ groups, faculty, administrators, maintenance staff, District officers and the District Board of Trustees. PM/CM shall schedule meetings and shall review in these meetings the needs assessment, the limited funds available, and shall propose, discuss, and secure concurrence upon an equitable division of funds, resources and services for each campus. Based upon such review, meetings and concurrence, PM/CM shall recommend and obtain concurrence for specific Projects having a specific scope of work for Board approval. Deliverables for this work include, but are not limited to, the following:

4.3.1 Building Standards, presented as a quantifiable analysis of each campus’ building requirements, to identify and prioritize the District’s requirements.

4.3.2 Outline Specifications, establish and incorporate building standards, equipment standards and building code requirements.

4.3.3 Seismic upgrades, presented as a seismic evaluation of each campus site and any recommendations for seismic upgrades.

4.3.4 Agency interaction, consisting of meeting with applicable state and local agencies to establish a working relationship with these agencies and to generate a list of agency requirements.

4.3.5 Feasibility Study to determine and compare the costs to demolish and rebuild with the costs to renovate and expand certain buildings at The Kentfield Campus and Indian Valley Campus as necessary and appropriate. A feasibility study for each building should be prepared and the results incorporated into the construction budget and schedule.

4.3.6 Community interaction, consisting of organizing and implementing the solicitation of community input throughout the Program Definition Document process.

4.3.7 Meetings, consisting of coordinating and organizing all user group meetings at each campus, principally teachers’ groups, students’ groups, and maintenance crews, and making presentations at Board of Trustee meetings, any public review committee meetings, and other public forums.

4.3.8 Hazardous materials studies, consisting of studies required for locating hazardous materials and then incorporating all necessary hazardous materials abatement activities into the Project schedule.

4.3.9 Soils surveys or reports, consisting of securing surveys and soils reports as necessary.

4.3.10 All documents and details required for commissioning process.

4.4 Development of Program Definition Document, Scope of Work; Execution

Based on the above services, PM/CM shall prepare a written report titled “Marin Community College District Capital Improvement Program Definition Document”, which shall outline the design and construction work the District will undertake, supported by
appropriate schedules, cost estimates, and phasing recommendations, in sufficient detail to serve as scope of work and time of performance descriptions in contracts with designers and other professionals necessary to commence the design and construction phase of the Program and of this contract. This document shall include the following material as supporting appendices:

4.4.1 Program schedule for design and construction, indicating duration of detailed design for each Project, duration of plan checking and obtaining permits, bidding, award of construction contracts, and sequence of construction.

4.4.2 Construction Budget for each Project, estimating the construction costs and allowing for incidental costs and escalation of costs based on the scheduled start of construction, including a Bid Day Construction Cost and recommended contingency. Consider all foreseeable Project costs, including design, construction, utilities connections, offsite improvements, permits, fees, relocation expenses, and movable and installed equipment, within the scope proposed.

4.5 Jurisdictional Identification and Consultation

Consultant shall research and identify the existence of all public and private authorities with jurisdiction over the Program and each Project, including government agencies, quasi-government agencies, private agencies, and any other person or entity with jurisdiction. Consultant shall provide District with a report listing all such authorities with jurisdiction. Consultant shall augment such report until the District accepts it as complete.

5. Predesign Phase Services on Individual Projects

5.1 Review

For each Project, PM/CM shall review Project files; become familiar with Project background and status; read and comment on the latest version of the Capital Improvement Program; review any Project contracts and agreements; become familiar with site conditions and geotechnical data; review the current Project schedules; review all documents and funding alternatives; and assemble copies of agreements provided by District and applicable codes and regulations which establish the framework for the Project. PM/CM will coordinate a project specific coordination meeting with building systems staff prior to instructional programming.

5.2 Construction Management Program

PM/CM will prepare a Construction Management Program for the Project which will establish the general basis for the sequence of contracting for construction of the Project and the attendant design effort required. In preparation for this Construction Management Program, PM/CM will evaluate the local construction market, District’s resources, District’s schedule and budget goals of the Project, develop various alternative approaches, and make recommendations to District. Upon approval by District of the Construction Management Program, PM/CM will prepare the Construction Management Program in final form. This document will indicate the Project rationale and recommend the strategy for purchasing construction, the various bid packages for the Project and Master Project Schedule.

5.3 Project Budget
To assist the Project architect during the design phase, PM/CM will provide a plan and budget for all items that will be required for the Project. In addition to design and construction costs, these will include things such as reproduction of the drawings and specifications for bidding, various other office and administrative costs, and the cost for required services at the site. PM/CM will make a report of the budget to District indicating (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the requirements of the Program.

5.4 Selection and Engagement of Project A/Es, etc.

If required for a Project, PM/CM shall develop procedures, coordinate and participate in the process of qualifying, pre-qualifying and engaging all required Project A/Es and any other required specialty design or other consultants.

5.5 Initial Meeting of Project Team

PM/CM shall meet with designated Project participants to define the roles, relationships, goals and objectives of all parties on the Project and to determine the completeness and appropriateness of existing District procedures and practices.

5.6 Project Manual

PM/CM shall prepare an outline for a Project Manual for each Project which combines information for Project participants and provides a clear definition of the policy framework, major functional responsibilities and methods for resolving conflicts, an organizational diagram showing decision process flow chart, procedures to be used including accounting procedures which will be consistent with other District consultant agreements, and a document control system. The Project Manual shall address effective communications, identify proper channels of communications, propose report formats and recommend frequency and levels of distribution of reports. After obtaining approval for this outline, PM/CM shall prepare a draft Manual. PM/CM shall:

5.6.1 Distribute the draft Manual to Project participants for review and comment, prepare the final Project Manual and obtain District approval thereof.

5.6.2 Hold informational meetings with Project participants to familiarize them with contents of the Project Manual and review goals, objectives, responsibilities and methods to resolve problems.

5.6.3 Update the Project Manual as needed to accommodate revised policies or guidelines approved by District.

5.6.4 Coordinate preparation and updating of the Project Manual with legal counsel and consultants retained by the District.

5.7 Master Project Schedule

PM/CM shall prepare, update and maintain for each Project a Master Project Schedule tied to specific tasks and deliverables for all participants.

5.7.1 The Master Project Schedule shall meet the standards set in this Appendix, §3.6 and demonstrate concern and sensitivity for District schedules and programs.
5.8 Management of Environmental Services - CEQA Compliance

The PM/CM shall meet with environmental consultants, if any, to review their scope for the purpose of coordinating technical input needed from Project A/E and financial consultants, and to review work to date.

The PM/CM shall participate in the management of the environmental process by:

5.8.1 Meeting with the environmental consultant to review their Scope of Work, if any, principal items at issue and the respective roles of all consultants providing support services.

5.8.2 Developing an environmental timetable and schedule of deliverables for incorporation into the Master Project Schedule.

5.8.3 Assisting in the scheduling, notification and conducting of public meetings and coordinating the delivery of architectural and site designs.

5.8.4 Assisting the environmental consultant and legal counsel in obtaining necessary technical reports, cost estimates, potential construction phase impacts and identification of issues of special concern from the Project consultants, and reviewing any and all draft and final environmental reports (EIR, negative declaration and the like) for content and making comments thereon.

5.8.5 Meeting with A/Es to review environmental issues and mitigation measures for incorporation, to the extent feasible, into design solutions and construction special conditions.

5.9 Community Relations

PM/CM shall assist District personnel with developing and implementing a community relations program to inform the community, establish appropriate communication, and solicit support for each Project. This includes, but is not limited to, identification of all City Boards, commissions and community groups who should be included in the process and development (if necessary) of a general mailing list for businesses, neighborhood organizations, media, public agency officials, residents close to the construction area, and District personnel who might be affected. Orientation and training for Project personnel shall be provided to ensure consistency in carrying out the program. However, during construction, PM/CM shall have primary responsibility for day to day execution and carrying out a community relations program.

5.10 Securing of Necessary Permits

PM/CM shall assist District in obtaining building permits and special permits for permanent improvements whenever such permits are not required to be obtained directly by the various consultants and contractors. PM/CM shall verify that District has paid applicable fees and assessments. PM/CM shall assist District, A/E, and other consultants in connection with District’s responsibility for filing documents required for approvals of government authorities having jurisdiction, and shall timely report to District in writing of any problems, delays or failures to secure required approvals.
5.11 **Surveyors, Consultants and Testing Laboratories**

PM/CM shall assist District in identifying, selecting, retaining, preparing contract documents for and coordinating the services of surveyors, special consultants and testing laboratories required for the Project. Contract documents will be forwarded to the District Purchasing Office for processing and signature.

5.12 **Coordination with Division of State Architect**

PM/CM shall contact Division of State Architect and determine “bin time” or anticipated review time for plans and specifications and incorporate that time for review and approval into the Master Schedule for each Project and incorporate it into the required schedule for delivery of professional services with all consultants, architects, engineers and the like, with whom District negotiates for contracts. PM/CM shall secure this information prior to negotiation and contracting so that it becomes part of original scope and not claimed as a change order.

6. **Design Phase - Individual Projects**

6.1 **Schematic Design Phase**

The Schematic Design Phase for each Project shall follow selection of a Project A/E and any necessary consultants and shall begin when the District, in consultation with the PM/CM, authorizes the Project A/E to proceed with the Schematic Design Phase of architectural services. It concludes when District approves the Schematic Design Documents prepared by the Project A/E.

During the Schematic Design Phase the PM/CM shall continue to provide the General Services described in Section 2. In addition, PM/CM shall:

6.1.1 Schedule and attend the regular meeting of the Project A/E; prepare minutes of these meetings; prepare monthly status reports, including monthly update of a Project A/E’s schedule; process Project A/E and other direct consultant invoices and progress payments; review designs for program and functional requirements; identify and assist in resolving programmatic and other conflicts; and monitor compliance with assigned tasks.

6.1.2 Perform cost estimate of the Project sufficient to assess the accuracy of the cost prepared by the Project A/E. The cost estimating procedure shall include cost estimating sufficient to assess the accuracy of the Project A/E’s estimates, including meetings with the A/E to develop consensus if differences are found, and making a written report.

6.1.3 Work with the Project A/E to schedule design review workshops throughout the design phases of the Project. Coordinate formal design presentations as indicated in the approved Master Schedule to The College President, Board of Trustees, faculty and staff and any interested community groups or agencies with jurisdiction.

6.1.4 Based on PM/CM’s review, advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery.

6.1.5 Upon submission of Schematic Design documents by the Project A/E, PM/CM shall
perform a general review of documents for completeness and responsiveness to the Project A/E’s scope of work and the Project’s Program.

6.1.6 Claims Control: To reduce possibilities of construction contractor claims, the PM/CM shall generally review the Project A/E’s design and construction documents at various stages of completion and provide specific comments and recommendations regarding constructability, allowed time for construction, liquidated damages, measurement and payment interface with other work, traffic control and clarity.

6.2 Design Development Phase

6.2.1 The Design Development Phase shall begin when District, in consultation with PM/CM, approves the Project A/E’s Schematic Design Documents and authorizes the Project A/E to proceed with the Design Development Phase of architectural services. It concludes when District, in consultation with PM/CM, approves the Project A/E’s Design Development Documents and authorizes the A/E to commence the Construction Document Phase.

6.2.2 PM/CM shall continue to provide the General Services described in Section 2.

6.2.3 PM/CM shall prepare recommendations on the feasibility of using separate, phased construction or procurement contracts to accelerate the design and construction schedule and to reduce costs without jeopardizing the quality of design and construction. Evaluate the requirements for the early procurement of long lead items and outline for District any increased District administrative costs.

6.2.4 Life Cycle and Alternates Workshop: The PM/CM shall conduct Life Cycle and Alternates Workshop sessions during the design of the Project as specified in the Agreement for professional Services with designers, for the purpose of ensuring that essential functions are procured at the lowest total life cycle cost and that costs are consistent with needed performance quality, reliability, aesthetics, safety and operational standards. These sessions shall include District user groups as appropriate, District maintenance personnel and others as recommended by District. The PM/CM shall direct the involvement of the Project A/E, its Sub consultants, and others as required. The PM/CM shall document all recommendations, rank these in concert with District representatives and the Project A/E, and provide for discussions which will lead to conclusions and actions on the priority recommendations.

6.2.5 Perform cost estimate of the Project sufficient to assess the accuracy of the cost prepared by the Project A/E. The cost estimating procedure shall include cost estimating sufficient to assess the accuracy of the Project A/E’s estimates, including meetings with the A/E to develop consensus if differences are found, and making a written report.

6.2.6 PM/CM shall review the Project A/E’s energy conservation report for completeness, including strategies, alternatives, and life cycle costs of systems. PM/CM shall follow through as necessary to apply for District all available energy rebates or any similar financial incentives.

6.2.7 PM/CM shall schedule and attend the regular progress meeting of the Project A/E; prepare minutes of these meetings (and shall include a monthly update of A/E’s
6.2.8 PM/CM shall work with the Director of Maintenance and Operations, faculty, staff and Project A/E to schedule and conduct design review workshops throughout the Phase.

6.2.9 PM/CM shall coordinate formal design presentations per the approved Master Schedule as designated by District.

6.2.10 PM/CM shall review the documents for inclusion of mitigation measures developed in an EIR, if applicable.

6.2.11 Constructability and Program-wide Coordination Reviews: PM/CM shall review preliminary design documents prepared by the A/E and prepare a written report on whether the design will (1) be biddable, constructible and provide a facility with the lowest reasonable construction costs and (2) minimize the maintenance and operational costs on a Project and Program-wide basis, each consistent with District requirements set forth in the pre-design program and in written communications. PM/CM shall provide specific documentation, identify any specific design details that adversely affect constructability, cost or schedules, and provide recommendations to substantiate and help correct such findings. PM/CM shall provide comments on sequencing of construction (phases), means and methods, duration of construction of various building methods. Also, when requested by District, the PM/CM shall provide evaluations, advice and recommendations on construction materials and systems under consideration by the Project A/E or recommended by other sources. Where necessary, PM/CM shall prepare a value engineering report with recommendations and analysis of alternative methods, systems, materials, equipment or designs feasible to provide a facility with the lowest reasonable construction costs while achieving District’s program objectives.

6.2.12 Commissioning: PM/CM will implement and report on the ongoing process of project specific commissioning as outlined in the DGS / DSA State of California Commissioning Process Guideline for Schools.

6.3 Construction Documents

6.3.1 The Construction Documents Phase shall begin after District, in consultation with PM/CM, has approved the Project A/E’s Design Development Documents and PM/CM has authorized the Project A/E to proceed with the construction Documents Phase of architectural services.

6.3.2 PM/CM shall continue to provide the General Services described in Section 2.

6.3.3 PM/CM shall review the A/E’s energy conservation deliverables for completeness, including strategies, alternatives and life cycle costs of systems.

6.3.4 PM/CM shall schedule and attend the regular progress meeting of the Project A/E; prepare minutes of these meetings, prepare Monthly Status reports, including monthly update of A/E’s schedule; process A/E’s and other direct client consultant invoices and progress payments; review designs for program compliance; identify
and assist in resolving functional, programmatic and other conflicts; compile and expedite District comments; and monitor compliance with responsibility assignments.

6.3.5 In association with the Project A/E, PM/CM shall coordinate requirements of the Project with those of local utilities to ensure continuation of service during relocation and/or installation of new systems.

6.3.6 PM/CM shall review Master Project Schedule to reflect latest progress and achievable goals. Report on progress of design and advise on approach to recovering time, as the situation requires.

6.3.7 Perform independent cost estimate of the Project, and review independent cost estimate with District and the Project A/E. The cost estimating procedure includes complete independent cost estimates of the Project and, if necessary, cost estimating sufficient to assess the accuracy of the Project A/E’s estimates, including meetings with the A/E to develop consensus if differences are found, and making a written report and independent cost estimate. This entire process is hereafter referred to as an “Independent Cost Estimate”. The PM/CM’s Independent Cost Estimate shall be the basis for updating Project budgets.

6.3.8 PM/CM shall review construction documents for consistency, and adequacy for bidding and construction purposes. Assist in obtaining statutory approvals or local approvals, i.e., State, local Fire Marshal, Landmark, Regional Water Quality Board, etc. PM/CM will review A/E’s 50% and 90% contract documents and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

6.3.9 Constructability and Program-wide Coordination Reviews: PM/CM shall review construction documents prepared by the A/E and update its prior written report on whether the design will (1) be biddable, constructible and provide a facility with the lowest reasonable construction costs and (2) minimize the maintenance and operational costs on a Project and Program-wide basis, each consistent with District requirements set forth in the predesign program and in written communications. PM/CM shall update its prior report and provide specific documentation, identify any specific design details that adversely affect constructability, cost or schedules, and provide recommendations to substantiate and help correct such findings. PM/CM shall provide comments on sequencing of construction (phases), means and methods, duration of construction of various building methods. Also, when requested by District, the PM/CM shall provide evaluations, advice and recommendations on construction materials and systems under consideration by the Project A/E or recommended by other sources. Where necessary, PM/CM shall update its prior value engineering report with recommendations and analysis of alternative methods, systems, materials, equipment or designs feasible to provide a facility with the lowest reasonable construction costs while achieving District’s program objectives.

6.3.10 PM/CM shall evaluate Project A/E’s recommendations for temporary construction requirements as necessary to be included in the construction contracts.

6.3.11 PM/CM shall work with A/E using District’s master construction documents to prepare bidding packages and contract packages following the manual prepared by District.
6.3.12 PM/CM shall review, propose modifications, and modify, if approved by District, District forms to be used during the Bidding and Construction, as necessary for particular Projects.

6.3.13 For District provided equipment for installation by the Contractor: PM/CM shall prepare procurement requisitions for District and recommend that their District Buyer begin actual procurement. Act as liaison with suppliers until this responsibility is shifted to the Contractor. During the interim, arrange for delivery and storage, protection and security for District purchased materials, systems, and equipment which are a part of the Project, until such time as responsibility for the items is shifted to the Contractor.

6.3.14 To promote competitive pricing, PM/CM shall provide an analysis of the type and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Make recommendations for actions designed to minimize adverse effects of labor shortages, if any.

6.3.15 In concert with the Project A/E, PM/CM shall verify that District has applied for any applicable utility permits and has paid any applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project. Coordinate the activities of utility companies, materials and soils testing engineering and regulatory agencies.

6.3.16 PM/CM shall review, recommend, and formulate, with District and A/E assistance, special conditions in the construction document governing Contractor activities to minimize construction impact on the public and implement all necessary mitigation measures.

6.3.17 As an Extra Service item, and on the District’s authorization, PM/CM shall prepare an additional Independent Cost Estimate as and when requested by District.

6.3.18 PM/CM shall maintain regular monitoring and status review of Master Project Schedule. Prepare pre-bid network schedules with recommended milestones for each separate construction contract, if any. Provide reports to District as required by Project circumstances, on time-sensitive situations in all areas and recommend corrective action to allow for completion of task(s) in accordance with the schedule.

7. Bidding Phase

7.1 Period of Service

The Bidding Phase shall begin formally after District, in consultation with PM/CM, has approved the Construction Documents and authorized advertisement for bids. It concludes when Notice to Proceed has been issued by the District Board.

7.2 Scope of Services

PM/CM shall continue to provide the General Basic Services described in Section 2.

7.3 Bidding Services
PM/CM shall conduct bidding according to the terms, conditions and procedures outlined in District’s Board Policy Manual and the additional Bidding Services set forth below. The PM/CM will use the District’s Boilerplate documents.

In addition, PM/CM shall assist District with the following bidding services:

7.3.1 Pre-qualify bidders within established District limitations, subject to District approval. This may include a provision for writing, negotiating and administering a Project Labor Agreement.

7.3.2 Prepare list of potential bidders and advertise as appropriate.

7.3.3 Coordinate and expedite the preparation and delivery of bid documents, contract documents and addenda to the bidders which may include:
   7.3.3.1 Preparing summaries of work and/or bid packages;
   7.3.3.2 Arranging to secure documents from A/E(s);
   7.3.3.3 Arranging for printing, binding and wrapping;
   7.3.3.4 Arranging for delivery; and
   7.3.3.5 Follow-up calls to bidders.

7.3.4 Prepare and place bid advertisements, place notices and generate bidder interest in the Project.

7.3.5 Conduct mandatory pre bid conference(s). These conferences will be a forum for District, PM/CM, and A/E to present the Project requirements to the bidders, including pre-qualification requirements as appropriate.

7.3.6 Coordinate receipt of responses to contractor’s questions and manage the preparation of addenda by the Project A/E; obtain District approval prior to issuing addenda.

7.3.7 Conduct bid openings; tabulate and compare bids; evaluate bids for completeness, full responsiveness and price, including alternate prices and unit prices; advise District on acceptability of bids; make award recommendation to District; prepare award documents.

7.3.8 PM/CM shall review contractor performance bonds and insurance certificates for compliance with contract requirements.

7.3.9 PM/CM shall conduct the preconstruction conference, with District in attendance.

7.3.10 PM/CM shall consult with District concerning the issuance of the Notice to Proceed.

8. **Construction Phase**

8.1 **Period of Service**

The Construction Phase shall begin when District, in consultation with PM/CM, issues
“Notice to Proceed” to the Contractor and concludes 90 days after Notice of Completion.

8.2 General Scope of Construction Management Services

PM/CM shall perform all regular and customary construction management services necessary to complete each Project on time and within budget and within each construction contract’s specified levels of quality and workmanship, and shall coordinate and administer all construction contracts on behalf of District, and shall enforce all construction contract requirements including, but not limited to, warranties, scheduling, claims submission, change order pricing, and contract close out requirements, and shall do so consistent with the latest approved estimate of construction cost and the Master Schedule. These obligations include, but are not limited to, the following:

8.2.1 Administer all contracts on behalf of District, conduct weekly Project meetings during construction attended by representatives of District, PM/CM, general contractor, and applicable subcontractors, Project A/E and consultants.

8.2.2 PM/CM shall supervise the issuance of final completion certificates for several elements of the work as they are ready for acceptance. The PM/CM will ensure in a timely manner the issuance of operation and maintenance manuals, and scheduling of training programs for the owner’s maintenance staff, as well as receipt and recording of required warranties in accordance with the commissioning process.

8.2.3 Provide overall management control and coordination of all the parties involved in the construction phase: all contractors, direct material suppliers or equipment suppliers, inspection and testing companies, the State and local authorities, the Project A/E, and all pertinent District departments.

8.2.4 Coordinate the delivery dates of all the separately purchased equipment and other long lead items purchased by District to ensure delivery on site in accordance with the Contractor’s construction schedule.

8.2.5 Set up job file, working folders, and record-keeping systems to be used on the Project.

8.2.6 Prepare and process letters, paperwork and other related elements for the administration of the Project. Maintain construction files to properly organize and keep all necessary documents. Destroy or dispose of documents only upon the explicit direction of the District Director of Maintenance and Operations/Measure C Executive Director.

8.2.7 Provide, develop, install and maintain a computerized data management, communication and retrieval system with suitable PC type equipment, to maintain fully computerized, integrated and coordinated change order, PCO, RFI tracking, and deficiency lists.

8.2.8 Coordinate with contractor access to the work by District inspection personnel as authorized by the District Director of Maintenance and Operations/Measure C Executive Director for random job site visits. Document preconstruction conditions of the site and adjacent improvements through photographs and advise if other measures are reasonably necessary.

8.2.9 Take appropriate measures to ensure that as-built documents are being recorded by
the prime contractor as construction progresses and take delivery of these documents when construction is complete. Method of delivery to the District will be 2 complete paper documents and one digital copy. PM/CM will ensure that the documents are organized, indexed and complete. Copies of all submittals shall be maintained and submitted to the District upon completion of construction. They will be organized by trade group and in a hard cover post binder.

8.2.10 PM/CM will prepare and place District disruption notices and notify affected college departments of closures, partial closures and shutdowns.

8.2.11 Monitor and insure compliance by all personnel involved with and on or near construction sites with all applicable OSHA and CCR codes.

8.3 Meetings and Conferences

8.3.1 Conduct the pre-construction conference and regular job-site meetings with construction contractors, the Project A/E, and representatives of District to discuss procedures, progress, problems, scheduling and other appropriate matters; prepare agendas for each meeting; take minutes of each meeting, indicating actions items and responsible parties, transcribe, and distribute copies to all participants.

8.3.2 Conduct negotiations with the Contractor on changes and other issues.

8.3.3 Participate in meetings and conferences with District affiliated groups, government agencies, and private groups as required by the approved construction schedule and provide action minutes from these sessions.

8.3.4 All PM/CM personnel assigned to this Project shall be able to respond to project specific emergency situations as they arise.

8.4 Shop Drawings and Submittals

8.4.1 Coordinate the submittal review process required in the construction contract. Issue procedures to facilitate timely submission and review, and maintain records of required submittals, dates and actions taken. Notify, in writing, any party who is delaying any submittal in process.

8.5 Cost Control and Records

8.5.1 Implement and manage an appropriate cost control system with periodic status reports as required by this Agreement.

8.5.2 Maintain financial records and budgetary information of the construction Project, listing in spreadsheet fashion all potential expenditures, pre-validated sums for change requests or other services, and final cost of all changes to show a complete budget status on the Project. Report periodically, but not less than monthly, to District on the present status and projected final cost of the Project, as required in this Agreement.

8.5.3 PM/CM shall maintain at the Project site for District one record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, and in addition, approved shop drawings, product data, samples and similar required submittals.
8.6 Schedule Control

8.6.1 Receive and review the Contractor’s CPM schedule submittal and recommend to District acceptance or rejection. Negotiate an acceptable schedule with the contractor or contractors as required. Receive and review the Contractor’s schedule updates which are required to be submitted with each request for payment and recommend appropriate action.

8.6.2 Audit Contractor’s schedule to determine if the Project is on schedule, and recommend adjustments and actions to be taken by District in case of changed conditions, and unexpected interferences.

8.6.3 PM/CM shall develop and provide to District written monthly schedule reporting in MS Project. It shall provide a clear comparison between original major milestones and the activities in the contractor’s currently approved CPM schedule, and the actual date of accomplishment. A narrative shall address revisions and Projected schedule slippage, with recommendations on actions to be taken to regain the original schedule or to minimize Projected slippage.

8.7 Payments

8.7.1 In consultation with the Project A/E, IOR and Director of Maintenance and Operations/Measure C Executive Director, review and process all requests for payment submitted by the construction contractor for progress and final payments.

8.7.2 Prepare progress payment reports, and recommend to District amount to be paid by verifying, in consultation with the Project A/E and IOR, the value of work in place and/or stored materials. See that the construction schedule is currently updated and that the percentage completion for each category of work is correct in order to correspond with payment reports. PM/CM’s recommendation for payment shall constitute a representation to District that, to the best of PM/CM’s knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents.

8.7.3 Review and process all requests for progress and final payment submitted by the Project A/E and other consultants.

8.7.4 Monitor certified payroll records for compliance with prevailing wage requirements.

8.7.5 Conduct a Labor Compliance Program for all State funded projects, as required.

8.8 Change Requests and Modifications

8.8.1 PM/CM shall transmit to the architect and District, as appropriate, requests for interpretations of the meaning and intent of the drawings and specifications, RFI’s, other contractor communications, and assist in the resolution of questions that may arise.

8.8.2 In consultation with the Project A/E, recommend the issuance of change requests for construction contract modification whenever it appears necessary. Determine that the Project A/E has prepared the scope of work, justifications and estimate of the cost for such modification. Conduct negotiations and provide District with written
recommendations on acceptance, rejection, price, time, and any other appropriate
decision and/or action, will full supporting documentation including, where
appropriate, schedule analysis, calculations, takeoffs, etc. Advise District in writing
whenever change order negotiation or pricing does not follow contract
requirements. Maintain log of Proposal Requests, RFI’s and Change Orders. Upon
receipt of a change suggested by a construction contractor, in consultation with the
Project A/E, review its merit and either recommend rejection or forward it to
District with recommendations for approval.

8.8.3 For a change order on which agreement has not been reached as to amounts of
equitable adjustment prior to commencing work, detailed records of time and
material shall be submitted to PM/CM by the Contractor and verified by the IOR.

8.8.4 PM/CM shall strictly enforce District’s contractual change order specification for all
types of extra work and shall strictly enforce District’s contractual contractor claims
procedure, including maintaining proper records of costs, negotiations, and notice
and documentation of claims as they arise on Projects along with recommendations
for resolution or other appropriate disposition.

8.9 Inspection and Deficiencies

8.9.1 PM/CM shall perform all Project management and administrative duties relating to
construction administration, inspection and testing services necessary to determine
contractor compliance with all requirements of its construction contract.

8.9.2 Schedule and coordinate inspection and/or testing of materials and workmanship to
verify contract compliance.

8.9.3 Maintain list of observed defects and omissions and provide a copy of the list to the
Project A/E, IOR, District and the Contractor, monthly or more often as needed.

8.9.4 Keep copies of daily inspection reports, daily logs and other documentation of
inspections.

8.9.5 Promptly report to the Project A/E, IOR and District, in writing, observed problems,
ambiguities, or discrepancies in the construction contract requirements.

8.9.6 Advise the Project A/E and District if the Contractor fails to promptly remove,
correct or replace nonconforming construction work.

8.9.7 Provide a digital photographic record of progress on the Project, problem areas,
work involved in disputes, changed or nonconforming work, and other work items
or areas of work which need an enhanced or visual means of recording to provide a
full and complete record of them. Submit required photographic record monthly.

8.9.8 Prepare documents for final inspections and acceptance procedures and testing, and
procedures for administering Project completion.

8.10 Labor Standards

Assist District in enforcing the DIR Labor Standards Provisions of the construction
contracts.
8.11 Public Information

During construction, the public relations program assumes a proactive style in the affected area, disseminating information, preventing and resolving complaints; and providing staff response as needed. In addition, PM/CM shall in coordination with the District personnel:

8.11.1 Provide construction information bulletins to affected parties.

8.11.2 Fill requests for speaking engagements as authorized by Director of Maintenance & Operations/Measure C Executive Director.

8.11.3 Set up informational displays in appropriate District and community areas.

8.11.4 Update and provide information on overall construction Projects and necessary.

8.11.5 Organize ceremonial and press events around construction milestones as directed by the Director of Maintenance & Operations/Measure C Executive Director.

8.11.6 Respond to complaints and pursue appropriate actions.

8.12 Claims

Review, in consultation with District, District Counsel, Project A/E, consultant and Contractor claims and recommend to District, in writing, a course of action including acceptance, rejection, price, time, or other appropriate decision or response, with full supporting documentation including schedule analysis, calculations, take offs, etc.

8.13 Operation Manuals and Warranties

Obtain all required operation manuals and warranties from the contractor as required in Specification Sections 01700 and 01720 and transmit to District. Deliver all keys, manuals, records drawings and maintenance stocks to District in full accord with the Commissioning process.

8.14 Start-Up Assistance and Training

Schedule and coordinate all required construction contract start-up, testing and training activities in full accord with the Commissioning process.

8.15 Project Closeout

Provide closeout services through the conclusion of PM/CM’s contract, including:

8.15.1 Monitor the completion of omission and defect items identified on the final inspection punch list. In consultation with the Project A/E and IOR, recommend acceptance of completed work or rejection of unsatisfactory work and coordinate walk-throughs by District personnel. Assist the architect in conducting inspections to determine substantial and final completion. Strictly enforce all construction contract closeout requirements. At the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to District which will indicate whether PM/CM, IOR and A/E find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the Notice of Completion to the
contractor.

8.15.2 Continue other post-construction functions such as warranty problem resolution and start-up assistance.

8.15.3 Close out the files maintained during the construction phase in accordance with District’s records archiving and disposal protocols, and transmit to District.

8.15.4 PM/CM will assist District in obtaining the Occupancy Permit, final DSA approval, and final record documents. This task may encompass accompanying government officials (Fire Marshall, DSA, Health Department, etc.) during inspections of the Project, assisting and preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

8.15.5 Project close out services shall be deemed as part of basic services regardless of when performed.

9. Equipment Procurement Phase

9.1 Period of Service

The Equipment Procurement Phase shall begin when District, in consultation with PM/CM, issues a “Notice to Proceed” to the PM/CM and concludes 90 days after completion of all installation (including initial warranty returns), testing, and training (if any).

9.2 General Scope of Equipment Procurement Services

PM/CM shall perform all regular and customary services necessary to develop appropriate procurement specifications, complete each procurement Project on time and within budget and within each procurement contract’s specified levels of quality and workmanship, and shall coordinate and administer all procurement contracts on behalf of District, and shall enforce all procurement contract requirements including, but not limited to, warranties, scheduling, claims submission, change order pricing, testing, training in accordance with the Commissioning process (if any) and close out requirements, and shall do so consistent with the latest approved estimate of procurement cost and the Master Schedule. These services shall include, without limitation the following:

9.2.1 Develop appropriate specifications, including alternates where applicable, and manage and coordinate District staff and other District faculty, staff and other constituencies in a shared governance environment in developing the specifications.

9.2.2 Investigate, pre-qualify and qualify potential suppliers.

9.2.3 Manage and coordinate procurement contract development, bidding, negotiation (if applicable) and award of each procurement contract.

9.2.4 Manage and coordinate delivery, installation, testing, maintenance and warranty claims and work, removal and disposition (including sale if applicable) of old equipment, and moving of affected District personnel, files and other equipment, with District and applicable District end-users.
10. District Responsibilities

10.1 Services and Data

District shall provide the following services and data to PM/CM:

10.1.1 Furnish an accurate survey of the Project site, including grades and lines of streets, pavements, and adjoining properties; right-of-ways, restrictions, easements, boundaries, planting and topography of the building site; locations, dimensions and floor elevations of existing buildings, other improvements; and full information as to available service and utility lines, both public and private, where available.

10.1.2 Furnish available soil and foundation data as such data are deemed necessary by the Project A/E and PM/CM, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions to the extent required for completed design of footings, foundations and retaining walls.

10.1.3 Provide the necessary forms of contracts, bonds, general conditions of the contract, and public advertisements for bids. PM/CM may submit for District’s approval modifications of such documents to assure that they are appropriate for specific Projects and to include the role of PM/CM’s services.

10.2 Office Space

During the construction phase of Projects in excess of $5,000,000, District will place in the construction contract specifications, a requirement that the contractor provide PM/CM with office space requirements to be coordinated with the Director of Maintenance & Operations/Measure C Executive Director.

10.3 Payments

Issue job progress payments to Project A/E, Environmental Consultant, other consultants and contractors within 30 days after recommendation for payment by PM/CM.

10.4 Site Access

Provide site access to PM/CM, Project A/E, and others as requested through PM/CM.

10.5 Contract and Procurement Documents

District shall furnish PM/CM with the terms and conditions of all contracts with the Project A/E, consultants, suppliers and others contracted with District and will consult with PM/CM prior to issuing modifications to these agreements. PM/CM shall notify District if any such independent action will in any way compromise PM/CM’s ability to meet PM/CM’s responsibilities under this Agreement.

10.6 Designated Representative

District shall designate a representative authorized to act in District’s behalf with respect to the Project. District, or such authorized representative, shall examine documents submitted by PM/CM and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of PM/CM’s services.
10.7 Legal, Accounting and Insurance Services

District shall furnish legal, accounting and insurance counseling services necessary to protect District’s interest in the Project, including such auditing services as District may require to verify the Project Applications for Payment or to ascertain how or for what purposes the contractors have used the monies paid by or on behalf of District. District shall supply such services solely to protect its interests.

10.8 District Work

District reserves the right to perform work related to the Project with District’s own forces, and to award contracts in connection with the Project which are not part of PM/CM’s responsibilities under this Agreement. PM/CM shall notify District if any such independent action will in any way compromise PM/CM’s ability to meet PM/CM’s responsibilities under this Agreement.

10.9 External Audits

PM/CM will assist the District in the preparation and review for all external financial and performance audits in accordance with Proposition 39 and Measure C parameters.

END OF APPENDIX A