

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager 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. Advise the District as to the regulatory agencies that have jurisdiction over the project(s), and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's Services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between the District and its design professional(s) of the Site Committee meetings and of construction meetings during the course of the Project. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. 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 Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this 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.
- 1.8. At the request of the District, maintain a Management Information System ("MIS") to assist in establishing communications between the District, Construction Manager, design professional(s), construction contractor(s) and other parties on the Project. In developing the MIS, the Construction

Manager 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.

- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Prepare a bidders list for each bid package for approval by the District.
- 1.11. Assist the District in pre-qualifying bidders if prequalification is permitted by the District. This service shall include the following:
 - 1.11.1. Preparation and distribution of prequalification questionnaires;
 - 1.11.2. Receiving and analyzing completed questionnaires;
 - 1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and
 - 1.11.4. Preparing recommendations for the District.
- 1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the design professional(s) and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
- 1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Estimate and other Project costs shall be adjusted as indicated in the Agreement.
- 1.16. Provide and maintain a management team on the Project site(s).
- 1.17. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.19. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.

- 1.20. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.21. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Professionals and their sub-consultants 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 Project, at no additional cost to the District.
- 1.22. Construction Manager 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 Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.
 - 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.
 - 1.22.8. Other items specifically designated as the District's responsibilities under this Agreement.
 - 1.22.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with the District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program. The Construction Manager shall be the focal point of all communication to and from

- 2.2. construction contractor(s) and shall be copied on all communications between the District and its design professional(s).
- 2.3. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. The Construction Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.4. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. The Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.5. **Communications to Board:** The Construction Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Work with District to develop stakeholder group(s), communication protocols, level of participation, and schedule for participation. Develop and monitor review and approval process. Communications from the construction contractor(s) to the District and Project design team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project design team to the construction contractor(s).
- 3.2. Assist the District in preparing the Criteria Architect RFP, respond to questions during the Proposal phase; assist in evaluation of Proposals; advise regarding selection of Criteria Architect. Assist District in preparing Criteria Architect scope of work. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s). Work with District and Criteria Architect to develop level of detail, content, and strategy for Criteria Document content. Strategy will include determination of fixed elements, design/build opportunities, and compliance with LEED goals and requirements for the project.
- 3.3. Budget Control: Prepare and distribute updates to the Project Budget which will compare actual costs and progress with planned costs and progress for the overall Project to date. Advise the District should problems arise with project costs, or activities which have the potential to impact project cost or schedule, and advise the District regarding proposed corrective actions. Utilize the District's existing accounting protocols and reporting formats.
- 3.4. Schedule compliance: Prepare a Master Project Schedule using Critical Path Method, MS Project format, covering all Criteria Architect and Design/Build activities.

- 3.5. In conjunction with the Criteria Architect and District Stakeholders, Value Engineer Criteria Documents for constructability and construction technology efficiency. Develop recommendations to the District relative to components and/or systems proposed to be included in the Project Scope, i.e. LEED/sustainability features, building components, project phasing, etc.
- 3.6. In conjunction with the District, Program Manager and General Counsel/Outside Counsel, develop a specific set of contract documents, including proposal forms, Division 0 and 1, proposal instructions, etc., specifically for design-build project delivery. Assist the District in managing the Design/Builder pre-qualification process and Request for Proposals process to contract award.
- 3.7. Review progress D/B Documents for constructability and construction technology efficiency. Make written recommendations to the District and Design/Builder as to construction technology, constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documents. The recommendations resulting from such review shall be provided to the District and Design/Builder in writing or as notations on the design documents.
- 3.8. 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 Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.9. Attend all planning, programming and master site planning meetings relating to the Project.
- 3.10. Prepare Criteria Document Cost Estimate based on progress Criteria Documents (Estimate to be based on Criteria Documents between 50% and 65% SD) to ensure compliance with project budget. Estimate review format will be in detailed Construction Specification Institute (CSI) format based on progress Criteria Documents prepared by the Criteria Architect. Estimate will include contingencies acceptable to the District, Swinerton and the Criteria Architect for extent to which the design has progressed.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, when applicable.

4. CONSTRUCTION SERVICES

- 4.1. Review Design/Build cost estimates to ensure compliance with District project budget. Review and reconcile the Design/Builder's detailed schedule of values against the Bridging Document estimate of probable construction cost. Review to assess compliance with the requirements of the Bridging Documents and Design/Build RFP.
- 4.2. Participate in scheduled work sessions with District and Design/Builder and provide such information as necessary to inform District of the project design status, and obtain District input and approval regarding design issues. Monitor Design/Builder's scheduling, coordination, and the participation in these meetings. Monitor Design/Builder's development of System Confirmation documents. These documents shall depict the materials, equipment, design, layout and general coordination of each major building system (i.e.: structural, exterior closure, mechanical, plumbing, electrical, etc.) in sufficient detail to confirm compliance with the Bridging Documents.
- 4.3. Monitor Design/Building preparation of Construction Documents. Design Builder shall prepare Construction Documents for the entire Project in full compliance with all applicable building codes, ordinances, and other regulatory authorities. The Construction Documents shall at a minimum comply with all applicable California State Building Codes, to include but not be limited to, Title 8 (Industrial Relations), Title 17 (Public Health), and Title 24 (Building Standards).
- 4.4. Conduct value engineering workshops based on progress Construction Documents, with input by the Bridging A/E, other District Consultants and District stakeholders. The results of these studies will be in written report form and will be distributed to the District, Design/Builder and other project stakeholders as appropriate. Monitor the completion of the Construction Documents to confirm that the approved value engineering items are incorporated.
- 4.5. Review progress D/B Documents for constructability and construction technology efficiency. Make written recommendations to the District and Design/Builder as to construction technology, constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documents. The recommendations resulting from such review shall be provided to the District and Design/Builder in writing or as notations on the design documents.
- 4.6. Administer the construction contract(s).
- 4.7. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. The Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

- 4.8. Monitor Design/Builder RFI's (to the District), and Bridging A/E responses as required, to determine the anticipated effect on compliance with the Project Budget and Schedule. Comment on matters of cost, scheduling and time of construction, and clarity, consistency, and coordination of documentation.
- 4.9. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 4.10. 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(s), and design professional(s).
- 4.11. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, the Construction Manager will take appropriate measures to secure compliance, subject to District approval.
- 4.12. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. The Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 4.13. Perform regular performance analysis of Design/Builder and include in monthly report to District. Provide claim cost and time reports during the course of the project. Review, analyze and resolve disputes during the course of the project in order to mitigate the need to resolve claims through mediation, arbitration, or litigation. Require that the Design/Builder submit a Cost loaded CPM construction schedule, review the Schedule, and verify that it is prepared in accordance with the contract requirements.
- 4.14. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements. Verify Design/Builder status for compliance and approval of payment.
- 4.15. The Construction Manager 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.

- 4.16. The Construction Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 4.17. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 4.18. Verify that safety programs are developed and submitted by each of the construction contractor(s) as required by the contract(s). Neither Construction Manager nor District shall be responsible for or have any liability for contractor(s) failure to provide, comply with, or enforce said safety programs.
- 4.19. Record the progress of the Project by a daily log.
- 4.20. 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 Construction Manager.
- 4.21. 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's governing board.
- 4.22. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 4.23. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 4.24. Assist the District in selecting and retaining special consultants and testing laboratories and coordinate their services.
- 4.25. In conjunction with the Inspector and the design professional(s), monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance of design professional(s) and the Inspector, make recommendations to the District regarding special inspection or testing of work that is not in accordance with the provisions of the Contract Documents.
 - 4.25.1. To guard District against defects in the work of the construction contractor(s), the Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 4.25.1.1. Accepted industry standards;
 - 4.25.1.2. Applicable laws, rules, or ordinances; and

- 4.25.1.3. The Design Documents and Contract Documents;
- 4.25.2. Where the work of a construction contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):
 - 4.25.2.1. Notify the District of any non-conforming work observed by the Construction Manager;
 - 4.25.2.2. Reject the non-conforming work; and
 - 4.25.2.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 4.26. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s).
- 4.27. Establish and 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(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 4.28. 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.
- 4.29. Prepare and distribute monthly project status reports for each active project and the Program, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 4.30. Maintain at the Project site and, if necessary, at the Construction Manager's office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. 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(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and design professional(s) share responsibility to prepare "Record Drawings" and "As-Built" documents.

5. PROJECT COMPLETION

- 5.1. The Construction Manager shall observe, with the District's maintenance personnel, the construction contractor's check-outs of utilities, operational

- 5.2. systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s) and shall ensure the District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
- 5.3. Support District and project stakeholders in planning and procurement of Furniture, Fixtures and Equipment (FF&E) including Security, furniture, data/telecommunications, Audio/Visual, and other equipment. Create and maintain FF&E schedule including scope confirmation, procurement, delivery, and installation activities. Interface with District purchasing staff to schedule procurement of FF&E. Review requisitions and/or purchase orders for accuracy, and confirm delivery dates and delivery scope.
- 5.4. Work with District to procure move manager (issue RFP; evaluate Proposals, make recommendation for selection). Work with move manager and building users to develop move procedures and schedule; monitor execution of move manager services. Manage keying with Design/Builder and project stakeholders.
- 5.5. Punch List & back check (in coordination with Design/Builder). Monitor the completion of omission and defect items identified on the final inspection Punch list. Recommend acceptance of completed work or rejection of unsatisfactory work and coordinate walk-throughs by District personnel.
- 5.6. The Construction Manager shall determine, with the Architect(s) and District, when the Project or designated portions thereof are complete.
- 5.7. The Construction Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify the District of final completion.
- 5.8. The Construction Manager shall consult with the Architect(s), Inspector and District and shall determine when the Project and the construction contractor(s)' work are finally completed. The Construction Manager 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(s).

6. FINAL DOCUMENTS

The Construction Manager 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 Construction Manager 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.

7. WARRANTY

Obtain from the Design/Builder Operation and Maintenance Manuals, Warranties, and Guarantees for materials and equipment. Coordinate reviews of this information with the Bridging A/E, District maintenance staff. Following review and incorporation of appropriate comments, deliver this information to the District and provide a copy of the information to the Bridging A/E. Also coordinate required equipment and operations training of District's maintenance staff. Assist the District in obtaining follow-up services for required warranty work for a period of one year following Final Completion of the Project. Develop warranty call-back procedures, implementation of such procedures, and participation in meetings with the District and Design/Builder to review and resolve outstanding issues.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
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(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that is not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
8. Providing coordination of Services or providing services related to Services performed by the District's own forces.
9. 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 Construction Manager or where the Construction Manager is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
10. Performing technical inspection and testing.
11. Providing additional construction administration services necessitated by changes in the design professional(s)' firm or key personnel.
12. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

EXHIBIT "C"
SCHEDULE OF WORK

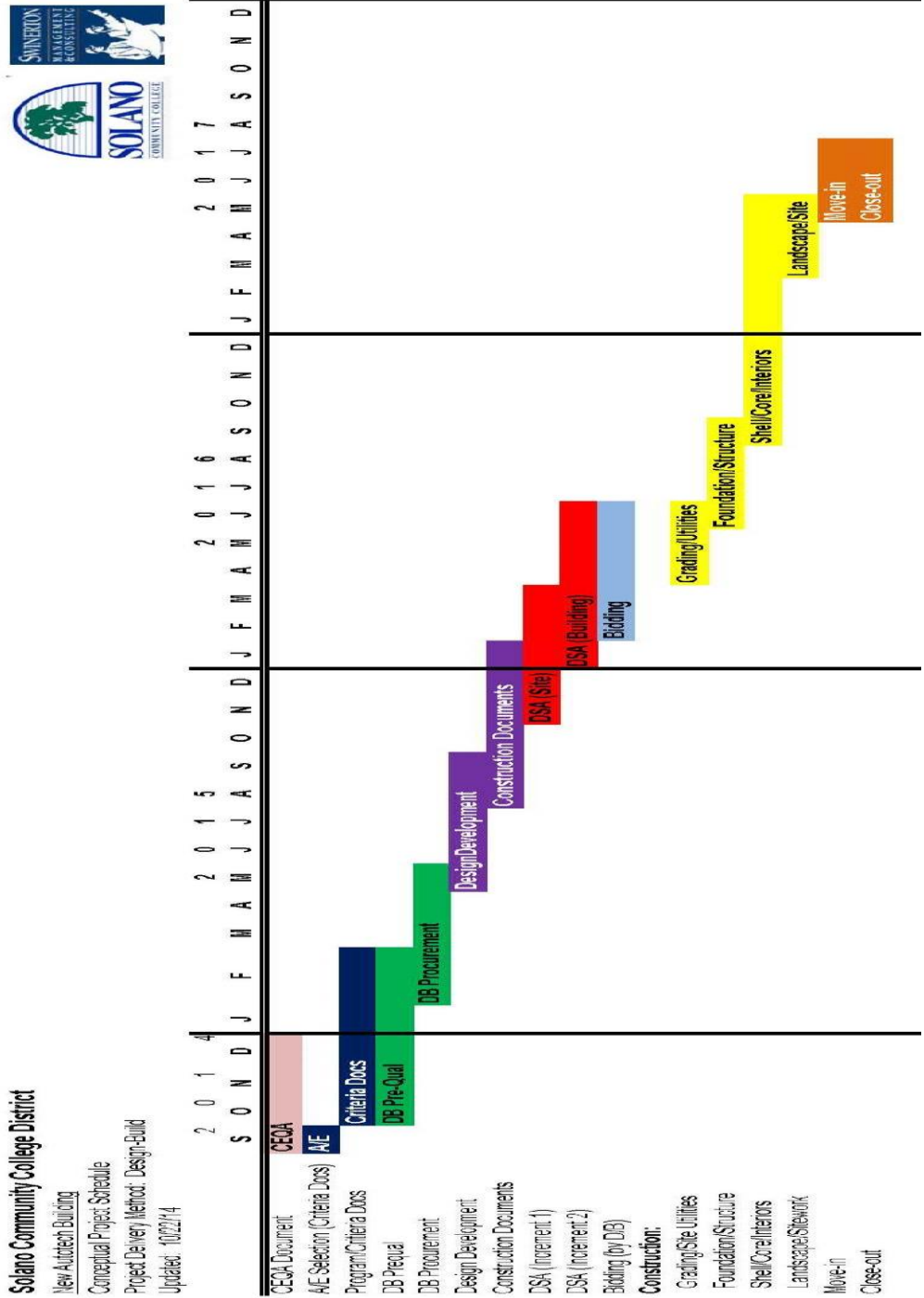


EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, 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, without advance written approval of the District.

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her/its sub-consultants.
4. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Hourly Rates

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. Construction Manager shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$180.00
Project Executive:	\$180.00
Construction Manager (s):	\$160.00
Assistant Construction Manager	\$120.00

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed ten percent (10%).