

**AGREEMENT FOR BOND PROGRAM MANAGEMENT SERVICES**

**PERALTA COMMUNITY COLLEGE DISTRICT**

**AND**

**AECOM TECHNICAL SERVICES, INC.**

**February 4, 2020**

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## AGREEMENT FOR BOND PROGRAM MANAGEMENT SERVICES

This Agreement for Bond Program Management Services ("Agreement") is made as of February 4, 2020, between the Peralta Community College District, a California community college district ("District"), and AECOM Technical Services, Inc., a California corporation ("Bond Program Manager") (both collectively "Parties"), for the District's Measure "A" and "G" Bond/Capital Improvement Program ("Program"). In consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s).
  - 1.1.3 **Board:** The District's Governing Board.
  - 1.1.4 **Construction Budget:** The total amount indicated by the District for the Program and each Project plus all other costs, including design, construction, administration, financing, and all other costs.
  - 1.1.5 **Construction Cost Estimate:** The total cost to District of all elements of each Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement. The Construction Cost Estimate does not include the compensation of the Project Design Team, Bond Program Manager, Construction Manager and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
  - 1.1.6 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to Bond Program Manager.
  - 1.1.7 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of each of the Projects.
  - 1.1.8 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or

a portion of the Program either directly or as a subconsultant or subcontractor.

- 1.1.9 **DIR:** California Department of Industrial Relations.
- 1.1.10 **District:** The Peralta Community College District.
- 1.1.11 **District Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Program. The initial District's Representative shall be Leigh Sata, Vice Chancellor, Department of General Services (Interim). District may change the District's Representative by notice as set forth herein.
- 1.1.12 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.13 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Bond Program Manager's fee.
- 1.1.14 **Fee:** Bond Program Manager's Fee is defined in Section 6.1, payable as set forth in Article 6 and in **Exhibit "D."**
- 1.1.15 **Program Budget:** The total amount available for all costs related to the Program including, but not limited to, Program design, Program administration, Program financing, the services pursuant to this Agreement, and the construction of the Program. The Program Budget is the sum of all the Construction Budgets. The Program Budget is derived from the funds designated by the District for the Program; thus Bond Program Manager shall ensure that no additional funds are necessary for the Program. The District's Board may, at its sole discretion, determine to expand the Program Budget based on receipt of additional funding.
- 1.1.16 **Projects:** The projects listed in **Exhibit "C"**.
- 1.1.17 **Service(s):** All labor, materials, supervision, services, tasks, and work that Bond Program Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of each Project.

## **ARTICLE 2. Scope, Responsibilities and Services of Bond Program Manager**

- 2.1 **Scope:** Bond Program Manager shall perform all Services for the Program as described herein and under **Exhibit "A,"** attached hereto and incorporated herein by reference. The Parties agree that Bond Program Manager's Services herein are based on a

program manager/construction manager/general contractor structure on each Project. The District reserves the right to change this structure including without limitation, utilizing a multi-prime, lease-leaseback or design-build delivery methods.

- 2.2 In addition to those Services set forth in **Exhibit "A"**, Bond Program Manager's Services shall include, but not be limited to:
  - 2.2.1 Developing and implementing the final tranche of Measure "A" and all of Measure "G" Bond/Capital Improvement Program based on the District's Facilities Master Plan.
  - 2.2.2 Providing the District with budget recommendations, based on documented estimates, for the Projects. The District's Board shall make the final decisions as to all budgets.
  - 2.2.3 Providing the District with recommendations for all pre design and preconstruction testing and analysis necessary to ensure that the District's Program is completed within the Program Budget.
- 2.3 **Coordination:** In the performance of Bond Program Manager's services under this Agreement, Bond Program Manager agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If Bond Program Manager employs sub-consultant(s), Bond Program Manager shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 2.4 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** Bond Program Manager shall review the District's Facilities Master Plan for the District and other written materials made available by the District to Bond Program Manager to understand fully the nature, extent and intent of the Facilities Plan and the Projects.
- 2.5 **Review of Measure A and G:** Bond Program Manager shall review Measure A and G and other written materials made available by the District to Bond Program Manager which relate to Measure A and G to fully understand the extent of funding available to implement the General Obligation Bond Program Report plans for the District, the anticipated schedule for issuance of Bonds under the last tranche of Measure A and all of Measure G relative to the anticipated design, bidding and construction of projects.
- 2.6 **Additional Scope of Work:** Should the District's Board determine to expand the scope of the Program and/or supplement the Program Budget based upon the availability of additional funds,

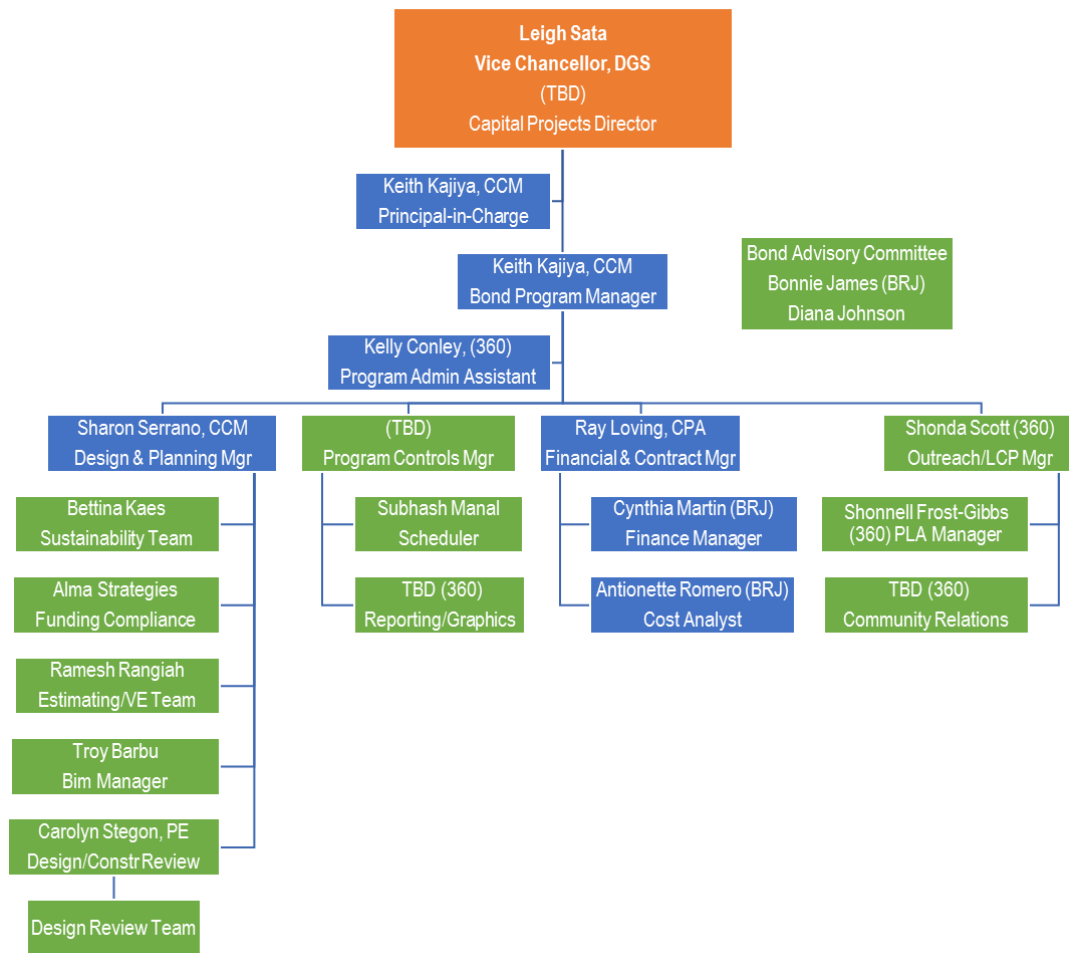
both Parties shall agree in writing to the additional scope of work, schedule, and compensation.

- 2.7 **Conflicts of Interest Prohibited:** Bond Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any Project: Design Professional, Project Construction Management, IOR or Test/Inspection. If Bond Program Manager identifies potential Design Professionals, Project Construction Managers, IORs or Test/Inspection services in connection with a Project, Bond Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither Bond Program Manager nor any person who holds any equity interest in Bond Program Manager's organization is a former or current holder of any equity interest in the firm identified and that neither Bond Program Manager nor any holder of any equity interest in Bond Program Manager's organization has any financial interest in the firm identified. The District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 3. Bond Program Manager Staff**

- 3.1 Bond Program Manager has been selected to perform the work herein because of the skills and expertise of key personnel.
- 3.2 Bond Program Manager agrees that the following key people in Bond Program Manager's firm shall be associated with the Program in the following capacities:

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- 3.3 Bond Program Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Bond Program Manager. Regardless of the reason for the change in key personnel, District shall be allowed to interview and approve replacement personnel.
- 3.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice by the District, Bond Program Manager shall immediately remove that person from the Project and provide a temporary replacement. Within seven (7) days of such removal, Bond Program Manager shall provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 3.5 Bond Program Manager represents that Bond Program Manager has no existing interest and will not acquire any interest, direct or

indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Bond Program Manager.

**ARTICLE 4. Schedule of Work**

The duration of Bond Program Manager’s Services under this Agreement shall be from February 5, 2020, through December 31, 2022. Bond Program Manager shall prosecute the work diligently as described in **Exhibit “A”** in accordance with the schedule attached as **Exhibit “C.”** Time is of the essence and failure of Bond Program Manager to perform work on time as specified in this Agreement is a material breach of this Agreement. If the time to complete its scope of work under **Exhibit “C”** exceeds three (3) years, the District may, at its sole discretion, extend the term of this contract for two separate option periods – from January 1, 2023 to December 31, 2023 and from January 1, 2024 to January 31, 2025 by providing written notice to Bond Program Manager no less than ninety (90) days before the contract expiration date. The total duration of any associated contract shall not exceed five (5) years.

**ARTICLE 5. Program Budget; Construction Cost Estimates**

- 5.1 Bond Program Manager shall have responsibility to develop, review, and reconcile each Project Construction Cost Estimate with the Architect and the District throughout the design process and construction. Bond Program Manager shall develop and present for Board approval the Program Budget and each component thereof. Bond Program Manager shall revise these until the Board accepts a final Program Budget and all the components thereof.
- 5.2 Bond Program Manager shall specify all pre-design and pre-construction investigations and analyses necessary to prevent cost overruns, differing site conditions claims, other construction claims, design omissions, and budget overruns.
- 5.3 The Construction Cost Estimate shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s), as defined in Article 1. The Construction Cost Estimate does not include the compensation of Bond Program Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other cost which are the responsibility of the District.
- 5.4 Bond Program Manager shall work cooperatively with the Projects’ design professional(s) throughout the Program, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase of each Project, as described in **Exhibit “A,”** so that the construction cost of the work designed by each Project Design Team will not exceed the Construction Cost Estimate for each Project, as may be adjusted subsequently with the District’s written approval. Bond Program



Manager shall notify the District if it believes the construction cost of the work by any Project Design Team will exceed the Construction Cost Estimate. Bond Program Manager, however, shall not perform or be responsible for any design or architectural services. Bond Program Manager shall notify the District immediately if it believes the construction cost of a Project will exceed the Construction Cost Estimate for that Project.

- 5.5 Evaluations of the District's Program Budget, and preliminary and detailed cost estimates prepared by Bond Program Manager, represent Bond Program Manager's professional judgment as a professional familiar with the construction industry in the geographic area of the District.
- 5.6 If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Estimate shall be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.7 Bond Program Manager specifically acknowledges that the District is relying on Bond Program Manager to monitor, review, verify, and revise each Project Construction Cost Budget at multiple instances throughout the Program. If any of the following events occur:
  - 5.7.1 Bond Program Manager also specifically acknowledges that the District shall have the right to take any or all of the options listed below for one or more of the Projects.
  - 5.7.2 If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Estimate, or
  - 5.7.3 If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Estimate, or
  - 5.7.4 If the Construction Cost Estimate increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy,
  - 5.7.5 Then the District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.7 occur:
    - 5.7.5.1 Give Bond Program Manager written approval of an agreed adjustment to the Construction Cost Estimate.

- 5.7.5.2 Authorize Bond Program Manager to re-negotiate, when appropriate, and/or re-bid one or more projects within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.7.5.3 Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
- 5.7.5.4 Within three (3) months of receipt of bids, instruct design professional(s) to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project(s) within the Construction Cost Estimate for re-bidding with Bond Program Manager performing cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

## **ARTICLE 6. Fee and Method of Payment for Basic Services**

- 6.1 District shall pay Bond Program Manager an amount not to exceed **Ten Million, Three Hundred Seventy Eight Thousand, Two Hundred Eighty Two and 03/100 Dollars (\$10,378,282.03)** for all services contracted for under this Agreement including an allowance of \$903,268.80 for Construction Delivery Manager, an allowance of \$612,099.97 for Business/Community Relations Liaison, and \$178,870.00 for Reimbursables. Should District exercise its option to extend the contract from **January 1, 2023 to December 31, 2023**, District shall pay Bond Program Manager an amount not to exceed, **Three Million, Three Hundred Eighty Five Thousand, Six Hundred Sixty Nine and 10/100 Dollars (\$3,385,669.10)** for all services contracted for under this Agreement including an allowance of \$472,058.06 for Construction Delivery Manager, an allowance of \$222,391.80 for Business/Community Relations Liaison, and \$53,040.00 for Reimbursables. Should District exercise its option to extend the contract from **January 1, 2024 to January 31, 2025**, District shall pay Bond Program Manager an amount not to exceed, **Three Million, Two Hundred Sixty Six Thousand, Six Hundred Four and 44/100 Dollars (\$3,266,604.44)** for all services contracted for under this Agreement including an allowance of \$526,738.12 for Construction Delivery Manager, an allowance of \$133,620.41 for Business/Community Relations Liaison, and \$58,040.00 for Reimbursables. District shall not be obligated to pay Bond Program Manager any amount in excess of the not to exceed amount, and Bond Program Manager shall not be obligated to continue performance if to do so would exceed the not to exceed amount, unless and until District and Bond Program Manager have agreed in writing that the not to exceed amount has been

increased. If Bond Program Manager determines that it will deplete the not to exceed amount before the end of the term of this Agreement, Bond Program Manager shall provide District with written notice within five (5) days of making such determination, but in no event less than ninety (90) days, which notice shall include an estimate of when Bond Program Manager anticipates it will deplete the not to exceed amount.

- 6.2 District shall pay Bond Program Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**
- 6.3 Bond Program Manager shall bill its work under this Agreement on a time and materials basis in accordance with **Exhibit "D."**
- 6.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by Bond Program Manager's error.
- 6.5 Bond Program Manager's fee set forth in this Agreement shall be full compensation for performance of those Services set forth in **Exhibit "A,"** including, without limitation, all costs for personnel, travel (travel reimbursements must be approved by the District prior to travel), offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."** The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e., offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.

#### **ARTICLE 7. Payment for Extra Services**

- 7.1 District-authorized Services outside the scope in **Exhibit "A"** or District-authorized reimbursables not included in Bond Program Manager's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 7.2 A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by Bond Program Manager to the District for written approval before proceeding with any Extra Services.

#### **ARTICLE 8. Ownership of Data**

- 8.1 All of the work product of Bond Program Manager, prepared or generated, in connection with this Agreement is the property of the District.

- 8.2 Upon request of the District, Bond Program Manager shall make available to the District all work product completed or in progress at the time of such a request.
- 8.3 After completion of the Program or, if the District exercises the right to terminate this Agreement pursuant to the terms hereof, after termination of this Agreement, Bond Program Manager shall assemble and deliver to District all of the work product of Bond Program Manager generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, a complete set of Program records, including without limitation all documents generated by Bond Program Manager, copies of all documents exchanged with or copied to or from all other Program participants, and all closeout documents. Said Program records shall be indexed and appropriately organized for easy use by District personnel.
- 8.4 All Program records are property of the District, whether or not those records are in Bond Program Manager's possession. District retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Bond Program Manager or its Consultants prepare or cause to be prepared pursuant to this Agreement.

#### **ARTICLE 9. Termination of Contract**

- 9.1 If Bond Program Manager fails to perform Bond Program Manager's duties to the satisfaction of the District, or if Bond Program Manager fails to fulfill in a timely and professional manner Bond Program Manager's material obligations under this Agreement, or if Bond Program Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement upon the District giving ten (10) days written notice thereof to Bond Program Manager, during which time Bond Program Manager will have the opportunity to cure such default, or provide the District with an acceptable plan to cure such default. In the event of a termination pursuant to this subdivision, Bond Program Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Bond Program Manager's actions, errors, or omissions that caused the District to terminate Bond Program Manager.
- 9.2 District shall have the right in its sole discretion to terminate the Agreement for its own convenience upon thirty (30) days written notice to Bond Program Manager. In the event of a termination for convenience, Bond Program Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s)

potentially owing to Bond Program Manager if there is a termination for convenience.

- 9.3 Bond Program Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Bond Program Manager. Such termination shall be effective after receipt of written notice from Bond Program Manager to the District.
- 9.4 Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.5 If, at any time in the progress of the Program, the District determines that the Program should be terminated, Bond Program Manager, upon written notice from the District of such termination, shall immediately cease work on the Program. The District shall pay Bond Program Manager only the fee associated with the services provided and approved by District since the last paid invoice and up to the notice of termination.
- 9.6 If the Program is suspended by the District for more than one hundred and eighty (180) consecutive days, Bond Program Manager shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the schedule shall be adjusted and Bond Program Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of Bond Program Manager's services. Upon resumption of the Program after suspension Bond Program Manager shall make every effort to maintain the same personnel.

## **ARTICLE 10. Indemnity**

- 10.1 To the furthest extent permitted by California law, Bond Program Manager shall indemnify and hold free and harmless the District, its Governing Board, authorized agents, representatives, officers, design and construction-related consultants on Bond Program projects, employees, and trustees ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Bond Program Manager, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Bond Program Manager shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Bond Program Manager's own expense,

including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.

- 10.2 Subject to the limitation of Bond Program Manager's obligation pursuant to Article 10.1, Bond Program Manager shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Bond Program Manager's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein. Bond Program Manager's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Bond Program Manager proposes to defend the Indemnified Parties. The District's acceptance shall not be unreasonably withheld.
- 10.3 District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Bond Program Manager from amounts owing to Bond Program Manager.

#### **ARTICLE 11. Conduct on Project Site**

- 11.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 11.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

#### **ARTICLE 12. Responsibilities of the District**

- 12.1 The District shall examine the documents submitted by Bond Program Manager and shall render decisions so as to avoid unreasonable delay in the process of Bond Program Manager's services.
- 12.2 The District shall provide to Bond Program Manager as complete information as is available to District regarding the District's requirements for the Program.
- 12.3 The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4 Unless the contract documents require that contractor(s) provide any of the following, the District shall, in a timely manner, and with Bond

Program Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Bond Program Manager's and/or the design professional(s) duties to recommend or provide same.

- 12.5 The District, its representatives, and consultants shall communicate with the contractor(s) either directly or through Bond Program Manager.
- 12.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Program. The District's representative for the Program shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 13. Liability of District/Consequential Damages Waiver**

- 13.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2 Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of Bond Program Manager in its performance hereunder, shall be paid to District by Bond Program Manager as provided for herein and/or under California law.
- 13.3 District shall not be responsible for any damage to persons or property as a result of the use or failure of any equipment used by Bond Program Manager, or by its employees, unless such equipment be furnished or loaned to Bond Program Manager by District.
- 13.4 Bond Program Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies, excepting any professional liability insurance policies. Bond Program Manager agrees to have its required insurance policies (except for any required professional liability insurance policy) endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Bond Program Manager's insurance company on behalf of the District.

## ARTICLE 14. Insurance

- 14.1 Bond Program Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Bond Program Manager, their agents, representatives, and employees Bond Program Manager shall require its sub-consultants, if any, to fully comply with the requirements set forth in this Article. Bond Program Manager must provide proof of insurance before commencing with Services.
- 14.2 **Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 14.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 14.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.
- 14.2.3 **Workers' Compensation.** Statutory limits required by the State of California.
- 14.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
- 14.2.5 **Professional Liability.** This insurance shall cover Bond Program Manager for one million dollars (\$1,000,000) per claim and in the aggregate, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 14.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 14.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention are the sole responsibility of Bond Program Manager. Any deductibles or self-insured retention exceeding One



Hundred Thousand Dollars (\$25,000) must be declared to and approved by the District.

- 14.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 14.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
  - 14.5.2 The District, its representatives, trustees, officers, officials, employees, design and construction related consultants on Bond Program projects, and authorized agents ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Bond Program Manager; instruments of service and completed operations of Bond Program Manager; premises owned, occupied or used by Bond Program Manager; or automobiles owned, leased, hired or borrowed by Bond Program Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  - 14.5.3 All endorsements shall waive any right to subrogation against any of the Additional Insureds.
  - 14.5.4 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 14.5.5 Bond Program Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 14.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or coverage limits reduced except after thirty (30) days prior written notice has been given to the District.
  - 14.5.7 Bond Program Manager's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Program. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Bond Program Manager's insurance and shall not contribute with it.
- 14.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted or authorized to do business in California with a current A.M. Best's rating of no less than A:VII.

14.7 **Verification of Coverage:** Bond Program Manager shall furnish the District with:

14.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

**ARTICLE 15. Nondiscrimination**

Bond Program Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the fact or perception of that person's race, color, national origin, ancestry, religion, age, physical or mental disability, sex, sexual orientation or perceived sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status of such person. Bond Program Manager shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**ARTICLE 16. Covenant Against Contingent Fees**

Bond Program Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bond Program Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Bond Program Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 17. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Bond Program Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Bond Program Manager specifically acknowledges that in entering into this Agreement, Bond Program Manager relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized services of Bond Program Manager, Bond Program Manager may not assign, transfer, delegate or sublet any interest therein without the prior

written consent of District and any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 19. Law, Venue**

- 19.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2 Alameda County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 20. Alternative Dispute Resolution**

- 20.1 Notwithstanding any disputes, claims or other disagreements between Bond Program Manager and the District, Bond Program Manager shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.
- 20.2 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.3 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Bond Program Manager shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Bond Program Manager's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time Bond Program Manager submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

**ARTICLE 21. [Reserved]**

**ARTICLE 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **ARTICLE 23. Employment Status**

- 23.1 Bond Program Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which Bond Program Manager performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Bond Program Manager shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2 Bond Program Manager understands and agrees that Bond Program Manager's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 23.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Bond Program Manager or any employee of Bond Program Manager is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Bond Program Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4 Should a relevant taxing authority determine a liability for past services performed by Bond Program Manager for District, upon notification of such fact by District, Bond Program Manager shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to Bond Program Manager under this Agreement (again, offsetting any amounts already paid by Bond Program Manager which can be applied as a credit against that liability).
- 23.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Bond Program Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Bond Program Manager is an employee for any other purpose, then Bond Program Manager

agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Bond Program Manager was not an employee.

- 23.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

#### **ARTICLE 24. Warranty of Bond Program Manager**

- 24.1 Bond Program Manager warrants that Bond Program Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform. Bond Program Manager further warrants that all of the work performed under this Agreement by Bond Program Manager shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. Bond Program Manager also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Alameda County.
- 24.2 Bond Program Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 24.3 Bond Program Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). To the extent that work is performed as part of an applicable "public works" or "maintenance" project, where the total compensation is \$1,000 or more, Bond Program Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code. To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, Bond Program Manager specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations.

#### **ARTICLE 25. Cost Disclosure - Documents and Written Reports**

Bond Program Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 26. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**

Peralta Community College District  
333 E. 8<sup>th</sup> Avenue  
Oakland, CA 94606  
ATTN: John Hiebert  
PHONE: (510) 466-7225

**Bond Program Manager:**

AECOM  
One California Plaza  
300 S. Grand Avenue,  
Los Angeles, CA 90071  
ATTN: Keith Kajiya  
PHONE: (310) 663-0427

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

Bond Program Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, Construction Manager, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating Construction Manager's good faith efforts to meet these goals.

**ARTICLE 28. Other Provisions**

28.1 Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Bond Program Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Bond Program Manager's failure to perform any of the services furnished under this Agreement to the standard of care of Bond Program Manager for its Services, which shall be the standard of care ordinarily exercised by members of Bond Program Manager's profession performing similar work at or around the same time and in or around the same geographic area of the District.

- 28.2 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 28.3 The individual executing this Agreement on behalf of Bond Program Manager warrants and represents that she/he is authorized to execute this Agreement and bind Bond Program Manager to all terms hereof.
- 28.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 28.5 Force Majeure. Neither party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming party. Bond Program Manager shall be entitled to an equitable adjustment to the project schedule in the foregoing circumstances.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**PERALTA COMMUNITY COLLEGE  
DISTRICT**

**AECOM TECHNICAL SERVICES, INC.**

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

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

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

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

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



**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER**

<b>1.</b>	<b>BASIC SERVICES</b>	<b>A-1</b>
<b>2.</b>	<b>GENERAL PROGRAM SERVICES</b>	<b>A-5</b>
<b>3.</b>	<b>PRECONSTRUCTION PHASE</b>	<b>A-5</b>
<b>4.</b>	<b>PRE-BID PHASE</b>	<b>A-8</b>
<b>5.</b>	<b>BIDDING PHASE</b>	<b>A-8</b>
<b>6.</b>	<b>CONSTRUCTION PHASE</b>	<b>A-9</b>
<b>7.</b>	<b>PROJECT COMPLETION</b>	<b>A-10</b>
<b>8.</b>	<b>FINAL DOCUMENTS</b>	<b>A-11</b>
<b>9.</b>	<b>WARRANTY</b>	<b>A-11</b>

## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER

In connection with the final tranche of Measure "A" and all of Measure "G" Bond/Capital Improvement Program, Bond Program Manager will be the functional lead for managing all aspects of the bond program on a day to day basis. Bond Program 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. Create and implement a program controls and process binder, which will include the development of a quality controls process for all written communication between the program office and District staff. Program communication will include regular briefings and reports to the District, submittal of studies, responses to requests for information, and maintenance of a historical database of all communications and meeting minutes for all meetings.
- 1.3. Act as a "subject matter expert" in conformance with the standard of care ordinarily exercised by members of Bond Program Manager's profession performing similar work at or around the same time and in or around the same geographic area of the District, to District staff with respect to district bond regulations and requirements.
- 1.4. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.
- 1.5. Establish the overall structure of the bond program.
- 1.6. Prepare a program schedule and bond spending plan for each campus.
- 1.7. Prepare methods to track and report on schedule status for each Project and for the overall Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communications for the final tranche of Measure "A" and all of Measure "G" Bond Projects. For each Project, Bond Program Manager shall develop master schedules, milestone schedules, and methods to budget and track all expenditures and shall report on same each month to the District.
- 1.8. Develop appropriate delivery methods for each Project.

- 1.9. Advise the District regarding Project delivery systems, methods, and procurement strategies. Assist with identifying, recruiting, selecting, and communicating with architects, construction managers, project inspections, and other specialty consultants as needed.
- 1.10. Lead the design management for each Project.
- 1.11. Attend all bond program meetings called by the District or advisory committees; will participate as an advisor on bond procedure determinations; coordinate and interface with program auditors and the District's Vice Chancellor or Director; respond to internal audit and advisory services as needed.
- 1.12. Implement methods to budget and track all expenditures on the Program. Bond Program Manager shall generate monthly reports to the District reflecting this information, and shall maintain the District's financial reporting systems.
- 1.13. Monitor that the appropriate participatory governance process is followed.
- 1.14. Bond Program Manager will prepare quarterly reports for the Citizen's Bond Oversight Committee ("CBOC") and support the committee as required.
- 1.15. Work as the liaison between District administration, the CBOC and Construction Manager(s).
- 1.16. Implement generally accepted construction management practices.
- 1.17. Assist in the procurement of one or more construction management firms to manage the on-site construction activity.
- 1.18. Be the focal point of all communication to and from construction manager(s), and Contractor(s).
- 1.19. Work with the District Purchasing Office on contract competitive bid processes, negotiate and recommend the award of projects.
- 1.20. Assist in the procurement of appropriate vendors to assist in the design and construction of each project.
- 1.21. Work with the District to encourage successful contractors to bid on other projects; identify/confirm problem contractors, and position the District to avoid using problem contractors on future projects.
- 1.22. Prepare and organize training of staff as needed, in order to implement the program consistently and effectively.
- 1.23. Monitor the activities of the various design consultants, construction manager, program professional consultants, construction progress, and contractor performance.

- 1.24. Assist the District in the management, supervision, oversight and evaluation of performance of separately hired construction management firms, architectural/engineering firms, and specialty consultants.
- 1.25. Assist the District with quality control and overall management, planning, coordination and administration of the Program and Projects to be constructed as part of the Program, interfacing with District staff of various departments, the public, the Board, stakeholders, and representatives of outside organizations. Assist the District in evaluating and revising current procedures and developing new procedures as necessary.
- 1.26. Bond Program Manager will be required to attend and provide updates at each Board meeting. Bond Program Manager shall work cooperatively with District personnel to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.27. Develop for District approval, a Program time schedule at the start of Program development that does the following:
  - 1.27.1. Provides sufficient time for bidding, and, if necessary, rebidding, some, or all of the individual bid packages;
  - 1.27.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.27.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.27.4. Takes into account the District's occupancy requirements (showing portions of the Program having occupancy priority and ongoing operational occupancy requirements).
- 1.28. Maintain a system to log meetings, site visits or discussions held in conjunction with the work of the Projects, 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.
- 1.29. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.30. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website, and as otherwise necessary, for public access to show Program status.
- 1.31. Oversee that Construction Managers monitor Project Contractor(s), all subcontractor(s), Consultants, and sub-consultant(s) compliance with any District-approved storm water management program that is applicable to the Project(s), at no additional cost to the District.

- 1.32. Provide direction and planning of 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. Bond Program Manager shall comply with, and monitor compliance of all Construction Managers, all contractors and their subcontractors, and all Design Professionals and their sub-consultants, 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(s), at no additional cost to the District.
- 1.33. Bond Program Manager shall maintain accurate cost accounting records, using GAAP, on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Bond Program Manager shall use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the District. Bond Program Manager shall develop simplified approval and billing procedures acceptable to the District and maintain current status of all obligations, commitments, and expenses against the Program. Bond Program Manager shall maintain current status of revenue available for the Program. Bond Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Bond Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.34. Coordinate construction management with Program controls, risk, quality, health, and safety field inspection functions.
- 1.35. Oversee change order management, organize reports on commissioning, DSA, and other closeout processes.
- 1.36. Plan and implement a Program-wide risk management plan.
- 1.37. Administer claims made against the District, including investigations into claims and evaluation and settlement of claims with the guidelines set by the District.
- 1.38. Establish a procedure for collecting, evaluating, and filing documentation to support rejection or payment of claims.
- 1.39. Bond Program Manager is **NOT** responsible for:
  - 1.39.1. Ground contamination or hazardous material analysis; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.

- 1.39.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
- 1.39.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Bond Program 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.
- 1.39.4. Historical significance report.
- 1.39.5. Soils investigation.
- 1.39.6. Geotechnical hazard report.
- 1.39.7. Topographic survey, including utility locating services.
- 1.39.8. Other items specifically designated as the District's responsibilities under this Agreement.
- 1.39.9. As-built documentation from previous construction projects.

## 2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments on the Program and each Project. Bond Program Manager shall implement with District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program.
- 2.2. **Scheduling:** Track and report on schedule status for each project and for the overall Program. Bond Program Manager shall develop Project master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. Bond Program Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** Bond Program Manager may be required to attend Board meetings, and to provide updates at each meeting.

## 3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Projects; serve as the focal point of communication, transmitting information to the District on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to the District and project design team shall be through Bond Program Manager. Bond Program Manager

shall receive simultaneous copies of all written communications from the District or the project design team to the contractor(s).

- 3.2. Assist with the detailed definition of project scope(s), budget(s), and schedule(s), as needed. Review and reconcile initial budget estimates and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3. Provide design-phase services in conjunction with Construction Managers overseeing the architecture firm(s) awarded the Projects by the District. Work with the Construction Managers and Architects to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Oversee the construction manager's review of design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Confirm that Construction Managers perform constructability reviews at appropriate stages of design. Coordinate design reviews by the construction management firms, including modifications and confirm that Construction Managers keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.4. Monitor and report to the District on status of design and state approval in relation to the schedule for each Project. Attend meetings to coordinate design efforts for the Program. Assist in identifying and obtaining all necessary approvals.
- 3.5. Develop and implement District-approved implementation procedures, forms and reporting requirements for the Projects that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).
- 3.6. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program.
- 3.7. Oversee the Construction Manager's value engineering efforts at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). Bond Program Manager will coordinate with the construction management firms who will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. Bond Program Manager shall assist the District with evaluating value engineering recommendations and cost/benefit analysis of those recommendations.

- 3.8. Oversee the Construction Manager performance of constructability reviews of each Project at the Design Development Phase and at 90% of the Construction Documents Phase. The results of the review shall be provided in writing and as notations on the documents to the District. Bond Program Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, Bond Program Manager is not responsible for providing, nor does Bond Program Manager control, the Project design or the contents of the design and design documents. Bond Program Manager's actions in reviewing the Project design and design documents and in making recommendations are provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of Bond Program Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and design documents.
- 3.9. Develop master bid/award schedule(s) including construction milestones for the Projects through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District.
- 3.10. Establish schedules for the soils consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.11. 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 Projects. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.12. Organize initial planning workshops to create baseline parameters for the Projects, to define overall building requirements, Project(s)' strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Bond Program Manager will develop an implementation plan that identifies the various phases of the Projects, coordination among phases, and budget and time constraints for each phase of the Projects. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.13. Oversee the development of updated cost estimates by Construction Managers and Architects for the Projects at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with Construction Managers to reconcile cost estimates with design professional(s)' estimates.
- 3.14. Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.15. Fully coordinate all changes requested by any utility company needed to complete the Projects.



- 3.16. Review and tailor the District's front end documents for each Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1. Develop master schedules and construction schedules for each Project. Develop budget(s) for each Project based on construction cost estimates.
- 4.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for each Project. Establish, accordingly, a communications procedure for each Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Oversee the Construction Managers' work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for each Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for each Project as applicable and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Bond Program Manager with respect to: (a) pre-qualification of potential contractors; and (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING/SELECTION PHASE**

- 5.1. Oversight of Bidding/Selection Process. Bond Program Manager will assist the District, the design professionals and, as applicable, the construction managers for each project in completing the bidding process for award of a construction contract for each project.
- 5.2. Develop bidders' or proposers' interest in the Project. Coordinate all bid/selection phase activities with District departments. Oversee the Construction Managers' conduct of pre-bid conferences to familiarize bidders or proposers with the bidding documents, and any special systems, materials or methods and with Project procedures. Coordinate job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders or proposers, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder or proposer questions by addenda.

- 5.3. Review bid/proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare analyses and advise the District on compliance of bidders/proposers with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders or proposers and award of contracts or rejection of bids.
- 5.4. Conduct post-bid conferences as required. Assist and advise regarding bid protests.

## **6. CONSTRUCTION PHASE**

- 6.1. Cost Control. Bond Program Manager shall develop and monitor an effective system of construction cost control for the Program. Bond Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Bond Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.
- 6.2. 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.
- 6.3. Bond Program 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. Bond Program Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.4. Develop, implement, and coordinate with assistance from the District, the Construction Managers, 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.
- 6.5. Maintain a change order log for each Project and implement procedures to expedite processing of change orders.
- 6.6. 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.
- 6.7. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.
  - 6.7.1. To guard District against defects in the work of the construction contractor(s), Bond Program Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:

- 6.7.1.1. Accepted industry standards;
  - 6.7.1.2. Applicable laws, rules, or ordinances; and
  - 6.7.1.3. The design documents and Contract Documents;
- 6.8. Where the work of a construction contractor does not conform as set forth above, Bond Program Manager shall oversee that the Construction Managers, with the input of design professional(s):
- 6.8.1. Notify the District of any non-conforming work observed;
  - 6.8.2. Reject the non-conforming work; and
  - 6.8.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.9. Establish a system for the Construction Managers to maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s).
- 6.10. 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. Oversee that the Construction Managers maintain submittal and shop drawing logs.

## **7. PROJECT COMPLETION**

- 7.1. At the punch list phase of each Project or designated portions thereof, Bond Program Manager, in consultation with the Architect(s), and construction manager(s) shall oversee the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. Bond Program Manager shall review, with the Architect(s), construction manager(s) and District, the completed punch list work. Bond Program Manager shall determine, with input of the Architect(s) and construction manager(s) whether the completed punch list work complies with applicable provisions of the construction contract(s).
- 7.2. Bond Program Manager shall coordinate with the Construction Manager who will coordinate with the Architect and District, final inspections of each Project or designated portions thereof. Bond Program Manager shall notify the District of final completion based on Construction Manager field confirmation.
- 7.3. Bond Program Manager shall consult with the Architect(s), Construction Manager(s), Project Inspector(s) and District and shall determine when each Project and the construction contractor(s)' work are finally completed. Bond Program 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 contractors.

**8. FINAL DOCUMENTS**

Bond Program Manager shall oversee the Construction Manager's review and monitoring of all as-built drawings/record documents, 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. Bond Program Manager shall confirm that the Construction Managers forward all documents and plans to the District upon completion of each project and ensure all such plans and documents are well organized for any appropriate audit or review of each Project.

**9. WARRANTY**

Bond Program Manager shall oversee the Construction Manager implementation of a Warranty Inspection and Warranty Work procedure for each Project that all contractors must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after each Project completion to inspect each Project and identify any outstanding warranty work.

[END OF EXHIBIT]

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

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

1. Providing services required because of significant documented changes in the Program initiated by the District, including but not limited to size, quality, complexity, or the District's schedule, or method of bidding or negotiating and contracting for the construction of the projects.
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(s), 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 are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be construction 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. 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 Bond Program Manager or where Bond Program Manager is a party thereto, except for a contractor's hearing necessitated by a bid protest or by a contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
9. Performing technical inspection and testing.
10. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of bond program 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.

[END OF EXHIBIT]

## **EXHIBIT "C"**

### **SCHEDULE OF WORK**

**Provide oversight and coordination for all districtwide design and construction initiatives, including but not limited to:**

1. Program scheduling and program budgeting
2. Assist in development of Initial Project Plans (IPPs) and Final Project Plans (FPPs). Review and coordinate the 5 year capital planning submittal to the State.
3. Manage sustainability planning and implementation
4. Facilities Master Plan updates and revisions
5. Educational Master Planning coordination and implementation as related to facilities master plans
6. District design and construction standards
7. Districtwide construction initiatives, including health and safety related projects (ACAMs system, blue light phones, ADA transition plan, elevators)
8. Coordination and support to "ADA strike team" (ADA implementation team created as a result of legal challenges).

**Coordinate construction work at the following campuses, in conjunction with stipulated construction managers, as selected by the District.**

#### **Laney College Campus**

##### New Build/New Facilities:

- Learning Resource Center (State funded)
- STEM building (bond funded)

##### Modifications/Additions/Renovations:

- Theater Modernization (State funded)
- Locker Room modernization (bond funded)
- Student Welcome Center and Student Activity Center Modernization (bond funded)
- Pool Deck and associated improvements

##### Infrastructure:

- Chiller Plant modernization and replacement
- Electrical upgrades and improvements
- HVAC upgrades and improvements
- Elevator upgrades and improvements
- Water proofing and Roofing

Site Development:

- Courtyard improvements
- Swing Space related to all projects listed

Other:

- Solar Photovoltaic Field
- Other bond eligible projects to improve facilities

**Merritt College Campus:**

New Build/New Facilities:

- Child Development Center (State funded)
- Horticulture Complex (State funded)

Modifications/Additions/Renovations:

- Building S ground floor infill project

Infrastructure:

- Electrical upgrades and improvements
- HVAC upgrades and improvements
- Elevator upgrades and improvements
- Water proofing and Roofing

Site Development:

- Parking Lot B fencing and improvements
- Swing space related to all projects listed

Other:

- Solar Photovoltaic Field
- Other bond eligible projects to improve facilities

**College of Alameda Campus:**

New Build/New Facilities:

- New Classroom and Language Arts Building (bond funded)
- Automotive and Diesel Technology Building (State funded)
- STEM building (bond funded)

Modifications/Additions/Renovations:

- 860 Atlantic Science Building
- Aviation Building at Oakland Airport (phase 1, Federal grant funded)
- Aviation Building at Oakland Airport (phase 2, State funded, not awarded)

Infrastructure:

- Electrical upgrades and improvements
- HVAC upgrades and improvements
- Elevator upgrades and improvements
- Water proofing and Roofing

Site Development:

- Swing space as related to all projects listed

Other:

- Solar Photovoltaic Field
- Other bond eligible projects to improve facilities

**Berkeley Community College Campus:**

New Build/New Facilities:

- 2118 Milvia Classroom and Laboratory Building (bond funded)

Modifications/Additions/Renovations:

- 2050 Center Street (existing building, bond funded)

Infrastructure:

- HVAC upgrades and improvements
- Water proofing and Roofing

Site Development:

- None (not applicable)

Other:

- Front door replacement
- Other bond eligible projects to improve facilities

**Other:**

As directed by District.

[END OF EXHIBIT]



## **EXHIBIT "D"**

### **FEE SCHEDULE**

#### **Compensation**

1. Bond Program Manager's fee set forth in this Agreement shall be full compensation for performance of those Services set forth in Exhibit "A", including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e., offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.
2. The compensation shall be as set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

#### **Method of Payment of Basic Services**

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

#### **Format and Content of Invoices**

1. Bond Program Manager acknowledges that the District requires Bond Program Manager's invoices to include detailed explanations of the Services performed. Bond Program Manager will develop a format that is acceptable to the District that will include sufficient detail to document tasks and scope. Bond Program Manager will keep timecards of employees for purposes of an audit at the District's request, but those timecards are not required to be submitted with invoices.

## Hourly Rates for Extra Services

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

Personnel	Job Title	Year 1 Billing Rate	Year 2 Billing Rate	Year 3 Billing Rate	Year 4 Billing Rate	Year 5 Billing Rate
Keith Kajiya	Principal-in-Charge/Bond Program Manager	\$268	\$276	\$284	\$293	\$301
Sharon Serrano	Design and Planning Manager	\$211	\$217	\$224	\$231	\$238
Carolyn Stegon	Design/Constructability Review	\$187	\$193	\$198	\$204	\$210
various	Design Reviews	\$165	\$170	\$175	\$180	\$186
various	Estimators/Budget Validations (core)	\$165	\$170	\$175	\$180	\$186
various	Estimators/Budget Validations Infrastructure	\$165	\$170	\$175	\$180	\$186
Van Allen	Design Build SME	\$230	\$237	\$244	\$251	\$259
Peter Morris	TCO SME	\$230	\$237	\$244	\$251	\$259
ALMA	State Funding Consultants	\$180	\$180	\$180	\$180	\$180
Victoria Watson	Sustainability Manager	\$175	\$180	\$186	\$191	\$197
Bettina Kaes	Sustainability Lead	\$165	\$170	\$175	\$180	\$186
Pooja Sannamani	Sustainability Support	\$110	\$113	\$117	\$120	\$124
Ray Loving	Financial and Contract Manager	\$235	\$242	\$249	\$257	\$264
Antoinette Romero (BRJ)	Cost Analyst	\$143	\$147	\$152	\$156	\$161
Cynthia Martin (BRJ)	Finance Manager	\$190	\$196	\$202	\$208	\$214
TBD	Program Controls Manager	\$200	\$206	\$212	\$219	\$225
Subhash Manal	Scheduler	\$160	\$164	\$169	\$174	\$180
Bonnie James (BRJ)	District Decision Making & Subject Matter Expert	\$283	\$292	\$300	\$310	\$319
AECOM AMPS	PMIS Implementation	\$180	\$185	\$191	\$197	\$203
Shonda Scott (360)	Community/Business Outreach Manager	\$239	\$246	\$254	\$261	\$269
Shonnell Frost-Gibbs (360)	Labor Compliance Manager	\$184	\$190	\$196	\$201	\$208

### EXHIBITS

### Agreement for Bond Program Management Services Peralta Community College District

DWK DMS 3510337v1

		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Personnel</b>	<b>Job Title</b>	<b>Billing Rate</b>	<b>Billing Rate</b>	<b>Billing Rate</b>	<b>Billing Rate</b>	<b>Billing Rate</b>
Kelly Conley (360)	Program Administrative Assistant	\$118	\$122	\$126	\$129	\$133
TBD (360)	Reporting/Graphics	\$118	\$122	\$126	\$129	\$133
Bridget Mousseau	Quality and Procedures	\$170	\$175	\$180	\$186	\$191
Troy Barbu	BIM Manager	\$155	\$159	\$164	\$169	\$174
<b><u>Optional Services</u></b>						
TBD	Construction Delivery Manager	\$225	\$232	\$239	\$246	\$253
TBD (360)	Business/Community Relations Liaison	\$106	\$109	\$112	\$116	\$119

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

[END OF EXHIBIT]

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER**

<b>1.</b>	<b>BASIC SERVICES</b>	<b>A-1</b>
<b>2.</b>	<b>GENERAL PROGRAM SERVICES</b>	<b>A-5</b>
<b>3.</b>	<b>PRECONSTRUCTION PHASE</b>	<b>A-5</b>
<b>4.</b>	<b>PRE-BID PHASE</b>	<b>A-8</b>
<b>5.</b>	<b>BIDDING PHASE</b>	<b>A-8</b>
<b>6.</b>	<b>CONSTRUCTION PHASE</b>	<b>A-9</b>
<b>7.</b>	<b>PROJECT COMPLETION</b>	<b>A-10</b>
<b>8.</b>	<b>FINAL DOCUMENTS</b>	<b>A-11</b>
<b>9.</b>	<b>WARRANTY</b>	<b>A-11</b>

## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER

In connection with the final tranche of Measure "A" and all of Measure "G" Bond/Capital Improvement Program, Bond Program Manager will be the functional lead for managing all aspects of the bond program on a day to day basis. Bond Program 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. Create and implement a program controls and process binder, which will include the development of a quality controls process for all written communication between the program office and District staff. Program communication will include regular briefings and reports to the District, submittal of studies, responses to requests for information, and maintenance of a historical database of all communications and meeting minutes for all meetings.
- 1.3. Act as a "subject matter expert" in conformance with the standard of care ordinarily exercised by members of Bond Program Manager's profession performing similar work at or around the same time and in or around the same geographic area of the District, to District staff with respect to district bond regulations and requirements.
- 1.4. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.
- 1.5. Establish the overall structure of the bond program.
- 1.6. Prepare a program schedule and bond spending plan for each campus.
- 1.7. Prepare methods to track and report on schedule status for each Project and for the overall Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communications for the final tranche of Measure "A" and all of Measure "G" Bond Projects. For each Project, Bond Program Manager shall develop master schedules, milestone schedules, and methods to budget and track all expenditures and shall report on same each month to the District.
- 1.8. Develop appropriate delivery methods for each Project.

- 1.9. Advise the District regarding Project delivery systems, methods, and procurement strategies. Assist with identifying, recruiting, selecting, and communicating with architects, construction managers, project inspections, and other specialty consultants as needed.
- 1.10. Lead the design management for each Project.
- 1.11. Attend all bond program meetings called by the District or advisory committees; will participate as an advisor on bond procedure determinations; coordinate and interface with program auditors and the District's Vice Chancellor or Director; respond to internal audit and advisory services as needed.
- 1.12. Implement methods to budget and track all expenditures on the Program. Bond Program Manager shall generate monthly reports to the District reflecting this information, and shall maintain the District's financial reporting systems.
- 1.13. Monitor that the appropriate participatory governance process is followed.
- 1.14. Bond Program Manager will prepare quarterly reports for the Citizen's Bond Oversight Committee ("CBOC") and support the committee as required.
- 1.15. Work as the liaison between District administration, the CBOC and Construction Manager(s).
- 1.16. Implement generally accepted construction management practices.
- 1.17. Assist in the procurement of one or more construction management firms to manage the on-site construction activity.
- 1.18. Be the focal point of all communication to and from construction manager(s), and Contractor(s).
- 1.19. Work with the District Purchasing Office on contract competitive bid processes, negotiate and recommend the award of projects.
- 1.20. Assist in the procurement of appropriate vendors to assist in the design and construction of each project.
- 1.21. Work with the District to encourage successful contractors to bid on other projects; identify/confirm problem contractors, and position the District to avoid using problem contractors on future projects.
- 1.22. Prepare and organize training of staff as needed, in order to implement the program consistently and effectively.
- 1.23. Monitor the activities of the various design consultants, construction manager, program professional consultants, construction progress, and contractor performance.

- 1.24. Assist the District in the management, supervision, oversight and evaluation of performance of separately hired construction management firms, architectural/engineering firms, and specialty consultants.
- 1.25. Assist the District with quality control and overall management, planning, coordination and administration of the Program and Projects to be constructed as part of the Program, interfacing with District staff of various departments, the public, the Board, stakeholders, and representatives of outside organizations. Assist the District in evaluating and revising current procedures and developing new procedures as necessary.
- 1.26. Bond Program Manager will be required to attend and provide updates at each Board meeting. Bond Program Manager shall work cooperatively with District personnel to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.27. Develop for District approval, a Program time schedule at the start of Program development that does the following:
  - 1.27.1. Provides sufficient time for bidding, and, if necessary, rebidding, some, or all of the individual bid packages;
  - 1.27.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.27.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.27.4. Takes into account the District's occupancy requirements (showing portions of the Program having occupancy priority and ongoing operational occupancy requirements).
- 1.28. Maintain a system to log meetings, site visits or discussions held in conjunction with the work of the Projects, 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.
- 1.29. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.30. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website, and as otherwise necessary, for public access to show Program status.
- 1.31. Oversee that Construction Managers monitor Project Contractor(s), all subcontractor(s), Consultants, and sub-consultant(s) compliance with any District-approved storm water management program that is applicable to the Project(s), at no additional cost to the District.

- 1.32. Provide direction and planning of 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. Bond Program Manager shall comply with, and monitor compliance of all Construction Managers, all contractors and their subcontractors, and all Design Professionals and their sub-consultants, 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(s), at no additional cost to the District.
- 1.33. Bond Program Manager shall maintain accurate cost accounting records, using GAAP, on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Bond Program Manager shall use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the District. Bond Program Manager shall develop simplified approval and billing procedures acceptable to the District and maintain current status of all obligations, commitments, and expenses against the Program. Bond Program Manager shall maintain current status of revenue available for the Program. Bond Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Bond Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.34. Coordinate construction management with Program controls, risk, quality, health, and safety field inspection functions.
- 1.35. Oversee change order management, organize reports on commissioning, DSA, and other closeout processes.
- 1.36. Plan and implement a Program-wide risk management plan.
- 1.37. Administer claims made against the District, including investigations into claims and evaluation and settlement of claims with the guidelines set by the District.
- 1.38. Establish a procedure for collecting, evaluating, and filing documentation to support rejection or payment of claims.
- 1.39. Bond Program Manager is **NOT** responsible for:
  - 1.39.1. Ground contamination or hazardous material analysis; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.



- 1.39.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
- 1.39.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Bond Program 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.
- 1.39.4. Historical significance report.
- 1.39.5. Soils investigation.
- 1.39.6. Geotechnical hazard report.
- 1.39.7. Topographic survey, including utility locating services.
- 1.39.8. Other items specifically designated as the District's responsibilities under this Agreement.
- 1.39.9. As-built documentation from previous construction projects.

## **2. GENERAL PROGRAM SERVICES**

- 2.1. **General:** Monitor and advise the District as to all material developments on the Program and each Project. Bond Program Manager shall implement with District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program.
- 2.2. **Scheduling:** Track and report on schedule status for each project and for the overall Program. Bond Program Manager shall develop Project master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. Bond Program Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** Bond Program Manager may be required to attend Board meetings, and to provide updates at each meeting.

## **3. PRECONSTRUCTION PHASE**

- 3.1. Provide overall coordination of the Projects; serve as the focal point of communication, transmitting information to the District on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to the District and project design team shall be through Bond Program Manager. Bond Program Manager

shall receive simultaneous copies of all written communications from the District or the project design team to the contractor(s).

- 3.2. Assist with the detailed definition of project scope(s), budget(s), and schedule(s), as needed. Review and reconcile initial budget estimates and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3. Provide design-phase services in conjunction with Construction Managers overseeing the architecture firm(s) awarded the Projects by the District. Work with the Construction Managers and Architects to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Oversee the construction manager's review of design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Confirm that Construction Managers perform constructability reviews at appropriate stages of design. Coordinate design reviews by the construction management firms, including modifications and confirm that Construction Managers keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.4. Monitor and report to the District on status of design and state approval in relation to the schedule for each Project. Attend meetings to coordinate design efforts for the Program. Assist in identifying and obtaining all necessary approvals.
- 3.5. Develop and implement District-approved implementation procedures, forms and reporting requirements for the Projects that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).
- 3.6. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program.
- 3.7. Oversee the Construction Manager's value engineering efforts at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). Bond Program Manager will coordinate with the construction management firms who will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. Bond Program Manager shall assist the District with evaluating value engineering recommendations and cost/benefit analysis of those recommendations.

- 3.8. Oversee the Construction Manager performance of constructability reviews of each Project at the Design Development Phase and at 90% of the Construction Documents Phase. The results of the review shall be provided in writing and as notations on the documents to the District. Bond Program Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, Bond Program Manager is not responsible for providing, nor does Bond Program Manager control, the Project design or the contents of the design and design documents. Bond Program Manager's actions in reviewing the Project design and design documents and in making recommendations are provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of Bond Program Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and design documents.
- 3.9. Develop master bid/award schedule(s) including construction milestones for the Projects through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District.
- 3.10. Establish schedules for the soils consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.11. 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 Projects. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.12. Organize initial planning workshops to create baseline parameters for the Projects, to define overall building requirements, Project(s)' strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Bond Program Manager will develop an implementation plan that identifies the various phases of the Projects, coordination among phases, and budget and time constraints for each phase of the Projects. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.13. Oversee the development of updated cost estimates by Construction Managers and Architects for the Projects at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with Construction Managers to reconcile cost estimates with design professional(s)' estimates.
- 3.14. Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.15. Fully coordinate all changes requested by any utility company needed to complete the Projects.

- 3.16. Review and tailor the District's front end documents for each Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1. Develop master schedules and construction schedules for each Project. Develop budget(s) for each Project based on construction cost estimates.
- 4.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for each Project. Establish, accordingly, a communications procedure for each Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Oversee the Construction Managers' work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for each Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for each Project as applicable and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Bond Program Manager with respect to: (a) pre-qualification of potential contractors; and (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING/SELECTION PHASE**

- 5.1. Oversight of Bidding/Selection Process. Bond Program Manager will assist the District, the design professionals and, as applicable, the construction managers for each project in completing the bidding process for award of a construction contract for each project.
- 5.2. Develop bidders' or proposers' interest in the Project. Coordinate all bid/selection phase activities with District departments. Oversee the Construction Managers' conduct of pre-bid conferences to familiarize bidders or proposers with the bidding documents, and any special systems, materials or methods and with Project procedures. Coordinate job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders or proposers, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder or proposer questions by addenda.

- 5.3. Review bid/proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare analyses and advise the District on compliance of bidders/proposers with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders or proposers and award of contracts or rejection of bids.
- 5.4. Conduct post-bid conferences as required. Assist and advise regarding bid protests.

## **6. CONSTRUCTION PHASE**

- 6.1. Cost Control. Bond Program Manager shall develop and monitor an effective system of construction cost control for the Program. Bond Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Bond Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.
- 6.2. 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.
- 6.3. Bond Program 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. Bond Program Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.4. Develop, implement, and coordinate with assistance from the District, the Construction Managers, 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.
- 6.5. Maintain a change order log for each Project and implement procedures to expedite processing of change orders.
- 6.6. 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.
- 6.7. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.
  - 6.7.1. To guard District against defects in the work of the construction contractor(s), Bond Program Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:

- 6.7.1.1. Accepted industry standards;
  - 6.7.1.2. Applicable laws, rules, or ordinances; and
  - 6.7.1.3. The design documents and Contract Documents;
- 6.8. Where the work of a construction contractor does not conform as set forth above, Bond Program Manager shall oversee that the Construction Managers, with the input of design professional(s):
  - 6.8.1. Notify the District of any non-conforming work observed;
  - 6.8.2. Reject the non-conforming work; and
  - 6.8.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.9. Establish a system for the Construction Managers to maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s).
- 6.10. 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. Oversee that the Construction Managers maintain submittal and shop drawing logs.

## **7. PROJECT COMPLETION**

- 7.1. At the punch list phase of each Project or designated portions thereof, Bond Program Manager, in consultation with the Architect(s), and construction manager(s) shall oversee the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. Bond Program Manager shall review, with the Architect(s), construction manager(s) and District, the completed punch list work. Bond Program Manager shall determine, with input of the Architect(s) and construction manager(s) whether the completed punch list work complies with applicable provisions of the construction contract(s).
- 7.2. Bond Program Manager shall coordinate with the Construction Manager who will coordinate with the Architect and District, final inspections of each Project or designated portions thereof. Bond Program Manager shall notify the District of final completion based on Construction Manager field confirmation.
- 7.3. Bond Program Manager shall consult with the Architect(s), Construction Manager(s), Project Inspector(s) and District and shall determine when each Project and the construction contractor(s)' work are finally completed. Bond Program 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 contractors.

**8. FINAL DOCUMENTS**

Bond Program Manager shall oversee the Construction Manager's review and monitoring of all as-built drawings/record documents, 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. Bond Program Manager shall confirm that the Construction Managers forward all documents and plans to the District upon completion of each project and ensure all such plans and documents are well organized for any appropriate audit or review of each Project.

**9. WARRANTY**

Bond Program Manager shall oversee the Construction Manager implementation of a Warranty Inspection and Warranty Work procedure for each Project that all contractors must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after each Project completion to inspect each Project and identify any outstanding warranty work.

[END OF EXHIBIT]

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

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

1. Providing services required because of significant documented changes in the Program initiated by the District, including but not limited to size, quality, complexity, or the District's schedule, or method of bidding or negotiating and contracting for the construction of the projects.
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(s), 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 are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be construction 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. 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 Bond Program Manager or where Bond Program Manager is a party thereto, except for a contractor's hearing necessitated by a bid protest or by a contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
9. Performing technical inspection and testing.
10. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of bond program 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.

[END OF EXHIBIT]



## **EXHIBIT "C"**

### **SCHEDULE OF WORK**

**Provide oversight and coordination for all districtwide design and construction initiatives, including but not limited to:**

1. Program scheduling and program budgeting
2. Assist in development of Initial Project Plans (IPPs) and Final Project Plans (FPPs). Review and coordinate the 5 year capital planning submittal to the State.
3. Manage sustainability planning and implementation
4. Facilities Master Plan updates and revisions
5. Educational Master Planning coordination and implementation as related to facilities master plans
6. District design and construction standards
7. Districtwide construction initiatives, including health and safety related projects (ACAMs system, blue light phones, ADA transition plan, elevators)
8. Coordination and support to "ADA strike team" (ADA implementation team created as a result of legal challenges).

**Coordinate construction work at the following campuses, in conjunction with stipulated construction managers, as selected by the District.**

#### **Laney College Campus**

##### New Build/New Facilities:

- Learning Resource Center (State funded)
- STEM building (bond funded)

##### Modifications/Additions/Renovations:

- Theater Modernization (State funded)
- Locker Room modernization (bond funded)
- Student Welcome Center and Student Activity Center Modernization (bond funded)
- Pool Deck and associated improvements

##### Infrastructure:

- Chiller Plant modernization and replacement
- Electrical upgrades and improvements
- HVAC upgrades and improvements
- Elevator upgrades and improvements
- Water proofing and Roofing

Site Development:

- Courtyard improvements
- Swing Space related to all projects listed

Other:

- Solar Photovoltaic Field
- Other bond eligible projects to improve facilities

**Merritt College Campus:**

New Build/New Facilities:

- Child Development Center (State funded)
- Horticulture Complex (State funded)

Modifications/Additions/Renovations:

- Building S ground floor infill project

Infrastructure:

- Electrical upgrades and improvements
- HVAC upgrades and improvements
- Elevator upgrades and improvements
- Water proofing and Roofing

Site Development:

- Parking Lot B fencing and improvements
- Swing space related to all projects listed

Other:

- Solar Photovoltaic Field
- Other bond eligible projects to improve facilities

**College of Alameda Campus:**

New Build/New Facilities:

- New Classroom and Language Arts Building (bond funded)
- Automotive and Diesel Technology Building (State funded)
- STEM building (bond funded)

Modifications/Additions/Renovations:

- 860 Atlantic Science Building
- Aviation Building at Oakland Airport (phase 1, Federal grant funded)
- Aviation Building at Oakland Airport (phase 2, State funded, not awarded)

Infrastructure:

- Electrical upgrades and improvements
- HVAC upgrades and improvements
- Elevator upgrades and improvements
- Water proofing and Roofing

Site Development:

- Swing space as related to all projects listed

Other:

- Solar Photovoltaic Field
- Other bond eligible projects to improve facilities

**Berkeley Community College Campus:**

New Build/New Facilities:

- 2118 Milvia Classroom and Laboratory Building (bond funded)

Modifications/Additions/Renovations:

- 2050 Center Street (existing building, bond funded)

Infrastructure:

- HVAC upgrades and improvements
- Water proofing and Roofing

Site Development:

- None (not applicable)

Other:

- Front door replacement
- Other bond eligible projects to improve facilities

**Other:**

As directed by District.

[END OF EXHIBIT]

## **EXHIBIT "D"**

### **FEE SCHEDULE**

#### **Compensation**

1. Bond Program Manager's fee set forth in this Agreement shall be full compensation for performance of those Services set forth in Exhibit "A", including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e., offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.
2. The compensation shall be as set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

#### **Method of Payment of Basic Services**

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

#### **Format and Content of Invoices**

1. Bond Program Manager acknowledges that the District requires Bond Program Manager's invoices to include detailed explanations of the Services performed. Bond Program Manager will develop a format that is acceptable to the District that will include sufficient detail to document tasks and scope. Bond Program Manager will keep timecards of employees for purposes of an audit at the District's request, but those timecards are not required to be submitted with invoices.

## Hourly Rates for Extra Services

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

Personnel	Job Title	Year 1 Billing Rate	Year 2 Billing Rate	Year 3 Billing Rate	Year 4 Billing Rate	Year 5 Billing Rate
Keith Kajiya	Principal-in-Charge/Bond Program Manager	\$268	\$276	\$284	\$293	\$301
Sharon Serrano	Design and Planning Manager	\$211	\$217	\$224	\$231	\$238
Carolyn Stegon	Design/Constructability Review	\$187	\$193	\$198	\$204	\$210
various	Design Reviews	\$165	\$170	\$175	\$180	\$186
various	Estimators/Budget Validations (core)	\$165	\$170	\$175	\$180	\$186
various	Estimators/Budget Validations Infrastructure	\$165	\$170	\$175	\$180	\$186
Van Allen	Design Build SME	\$230	\$237	\$244	\$251	\$259
Peter Morris	TCO SME	\$230	\$237	\$244	\$251	\$259
ALMA	State Funding Consultants	\$180	\$180	\$180	\$180	\$180
Victoria Watson	Sustainability Manager	\$175	\$180	\$186	\$191	\$197
Bettina Kaes	Sustainability Lead	\$165	\$170	\$175	\$180	\$186
Pooja Sannamani	Sustainability Support	\$110	\$113	\$117	\$120	\$124
Ray Loving	Financial and Contract Manager	\$235	\$242	\$249	\$257	\$264
Antoinette Romero (BRJ)	Cost Analyst	\$143	\$147	\$152	\$156	\$161
Cynthia Martin (BRJ)	Finance Manager	\$190	\$196	\$202	\$208	\$214
TBD	Program Controls Manager	\$200	\$206	\$212	\$219	\$225
Subhash Manal	Scheduler	\$160	\$164	\$169	\$174	\$180
Bonnie James (BRJ)	District Decision Making & Subject Matter Expert	\$283	\$292	\$300	\$310	\$319
AECOM AMPS	PMIS Implementation	\$180	\$185	\$191	\$197	\$203
Shonda Scott (360)	Community/Business Outreach Manager	\$239	\$246	\$254	\$261	\$269
Shonnell Frost-Gibbs (360)	Labor Compliance Manager	\$184	\$190	\$196	\$201	\$208

### EXHIBITS

### Agreement for Bond Program Management Services Peralta Community College District

DWK DMS 3510337v1

		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Personnel</b>	<b>Job Title</b>	<b>Billing Rate</b>	<b>Billing Rate</b>	<b>Billing Rate</b>	<b>Billing Rate</b>	<b>Billing Rate</b>
Kelly Conley (360)	Program Administrative Assistant	\$118	\$122	\$126	\$129	\$133
TBD (360)	Reporting/Graphics	\$118	\$122	\$126	\$129	\$133
Bridget Mousseau	Quality and Procedures	\$170	\$175	\$180	\$186	\$191
Troy Barbu	BIM Manager	\$155	\$159	\$164	\$169	\$174
<b><u>Optional Services</u></b>						
TBD	Construction Delivery Manager	\$225	\$232	\$239	\$246	\$253
TBD (360)	Business/Community Relations Liaison	\$106	\$109	\$112	\$116	\$119

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

[END OF EXHIBIT]