

**EXHIBIT A TO G**  
**MASTER AGREEMENT FOR CONSTRUCTION MANAGEMENT AND PROJECT**  
**MANAGEMENT SERVICES**  
**BAKERSFIELD CITY SCHOOL DISTRICT**  
**WITH**

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**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER AND PROJECT**  
**MANAGER**

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## EXHIBIT A

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER / PROJECT MANAGER

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

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

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

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

compensation, correct or revise any errors or omissions in materials it generates.

- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to District and/or its representative for inclusion in the overall Project documentation.
- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements including Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to District for District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act

("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by District and applicable to the Project, at no additional cost to District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Program/Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to District on a monthly basis, or as reasonably requested by District. CM shall afford District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site, as needed including, without limitation, attending on-site District-PMCM meetings, regular on-site visits to monitor Project progress, on-site weekly owner-architect-contractor meetings, and issues arising that require on-site attention. When not on-site, CM will be continuously available by email and/or telephone to address issues so as to not delay Project work and construction activities.
- 1.38. CM is not responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by District, and the work of Contractor and the Design Team to provide current information for use in CEQA

compliance documents and to identify and carry out mitigation measures.

1.38.4. Historical significance report.

1.38.5. Soils investigation.

1.38.6. Geotechnical hazard report.

1.38.7. Topographic survey, including utility locating services.

## **2. GENERAL PROGRAM AND PROJECT SERVICES**

- 2.1 **General:** Monitor and advise District as to all material developments on the Program and project. Develop and implement with District approval reporting methods for schedules, cost and budget status. CM shall be the focal point of all communication to and from construction Contractor and shall be copied on all communications between District and its Design Team.
- 2.2 **Scheduling:** Track and report on schedule status for Project. For the Program and Project, CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to District.
- 2.3 **Cost Controls:** Develop, maintain, and implement methods to track construction expenditures on the Project. CM shall generate monthly reports to District reflecting this information.
- 2.4 **Master Program Budget:** Develop, maintain, monitor and advise District on the Master Program Budget and its components. The Master Program Budget shall include each Project, Programwide costs, reserves, contingencies and shall provide for the ability to determine the financial status of the funding sources and facilities Program budgets, revised budgets, commitments, expenditures and remaining balances in a readable format for use by the CM, District staff, Board of Trustees and community stakeholders. The Board of Trustees shall make the final decisions as to all budgets.
- 2.5 **State Funding:** Assist District in preparing and submitting applications for State funding. Assist District in preparing and submitting required post-bid/post-agreement and project close-out documents.
- 2.6 **Reports to Board:** Provide regular budget/expenditure reports on the overall Program to Board of Trustees and Bond Oversight Committee as determined in consultation with District, with adequate lead times for District staff approvals prior to presentation to Board of Trustees and Bond Oversight Committee.
- 2.7 **District fund accounting budgets:** Recommend initiation and modification of specific fund accounting budgets to correspond with ongoing budget and commitment information generated within the capital outlay Program on a regular basis.
- 2.8 **Cash Flow Requirements:** Prepare predictions of program cash flow requirements for use by the District's financial advisor and budget director.

- 2.9 **Communications to Board and District Community:** Regularly attend meetings of the District's Board of Trustees, and to provide updates at Board meetings. In addition, CM shall attend District property committee meetings, Citizen Bond Oversight Committee meetings, citizen oversight committees, or other Program-related meetings within the community. If requested, Program/Project Manager shall assist the District in conduction public information campaign to keep the community informed.
- 2.10 **Project Budgets; Construction Cost Estimates:**
- 2.10.1 CM shall develop the Project Budget and its components including all Project Costs, including soft and hard costs. CM shall review and reconcile each Project Construction Cost Estimate made by the Architect, Developer/Builder and other members of the Project Team, as determined by the CM, throughout the design process and construction. CM shall develop and present for Board Approval the Project Budget and each component thereof. CM shall revise these until the Board accepts a final Project Budget and all the components thereof.
- 2.10.2 CM accepts and acknowledges that it is primarily responsible for developing each component of the Project Budget, including contingencies. CM 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, including allowances, contingences and other reserves deemed appropriate for a Lease-Leaseback projects, or any other type of project delivery method used.
- 2.10.3 CM shall work cooperatively with the Project Team so that the construction cost of the work designed by the Design Team will not exceed the Construction Cost Estimate, as may be adjusted subsequently with the District's written approval. CM shall notify the District immediately if it believes the construction cost of a Project will exceed the Construction Cost Estimate for that Project.
- 2.10.4 CM shall prepare evaluations of the District's Project Budget, and review and reconciliation of the preliminary and detailed cost estimates prepared by the Architect, represent the CM's best judgment as a professional familiar with the construction industry in the geographic area of the District.
- 2.10.5 CM acknowledges that the District is relying on CM to monitor, review, and verify each Project Construction Cost Estimate by the Architect, Developer/Builder or other member of the Project Team, at multiple instances throughout the Program and to cause the Construction Cost Estimate to be within the established Project Budget prior to approval by the Board of Trustees of the Guaranteed Maximum Price or Contract Price, whichever is applicable.

### **3. PRECONSTRUCTION PHASE**

- 3.1 To the extent requested by District, assist with providing overall coordination of the Program and Projects; serve as the focal point of communication, transmitting information to District and Design Team on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to District and Design Team shall be through CM. CM shall receive simultaneous copies of all written communications from District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by District. Advise District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District, assist District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District, assist with monitoring and reporting to District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.
- 3.7 To the extent requested by District, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of



a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with District's design guidelines and design professional(s). CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to 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. CM shall provide to District value engineering recommendations and cost/benefit analysis of those recommendations.

- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to District. CM shall also make recommendations to District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with design professional(s) and advise and consult with District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for District regarding the schedule for the Project.
- 3.15 To the extent requested by District, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.16 To the extent requested by District, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.

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

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

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

#### **5. PROPOSAL / BIDDING PHASE**

- 5.1 To the extent requested by District, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and subcontractors, as required.
- 5.2 Develop proposers' / bidders' interest in the Project. Coordinate all proposal / bid phase activities with District departments. Conduct pre-proposal / pre-bid conferences to familiarize bidders with the proposal / bidding documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and proposers' / bidders' conferences, maintain and prepare minutes of job walks or proposers' / bidder's conferences. Field questions from proposers/bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to proposer/bidder questions by addenda.
- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of proposal/bid phase addenda.
- 5.4 Review proposals for responsiveness to bid requirements, evaluate proposer/bidder responsibility, and conduct reference checks. Prepare

proposer/bid analyses and advise District on compliance of proposers/bidders with District requirements and proposal/bid requirements. Report and recommend to District after review and evaluation. Make recommendations to District for prequalification of proposers/bidders and award of contracts or rejection of proposals/bids.

- 5.5 Conduct post-proposal / post-bid conferences as required. Assist and advise regarding proposal/bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful proposers/bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction contract with Contractor(s).
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of District. CM expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.
- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such

matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to District, the affected construction Contractor, and Design Team.

- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to District when Contractor fails to fulfill contractual requirements.
- 6.13 CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. CM shall provide to the design professional(s) and District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.
- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide District timely notice of any potential increase in costs in excess of approved budgets provided to CM.

- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by District.
- 6.20 Evaluate and process change order requests. Make recommendations to District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, CM shall, with the input of Design Team:
  - 6.24.1 Notify District of any non-conforming work observed by CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on information obtained from the design professional(s). Advise District as to status and criticality of RFIs.
- 6.26 Implement procedures, in collaboration with District and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s)

present and their number of workers, work accomplished, problems encountered, and other relevant data.

- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.
- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify District of final completion.

- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work, as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

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

## **9. WARRANTY**

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

## **10. PROJECT CLOSEOUT**

To the extent requested by District, CM shall assist District, and Architect as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not

limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[END OF EXHIBIT]



## **EXHIBIT B**

### **CRITERIA AND BILLING FOR EXTRA SERVICES**

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

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

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

CM acknowledges that District requires CM's invoices to include detailed explanations of the Services performed. For example, a six-hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Hourly Rates for Extra Services**

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

<u>Job Title</u>	<u>Hourly Rate</u>
Principal in Charge	
Program/Project Director	
Program/Project Manager	
Estimator	
Project Scheduler	
Project Engineer(s)	
Project Admin	
Project Admin-Office	
Constructability Reviewer	

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 C**  
**SCHEDULE OF WORK**

To be determined.

[END OF EXHIBIT]

**EXHIBIT D**  
**FEE SCHEDULE**

**Compensation**

1. CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing or shipping of deliverables required of CM to be provided District in the performance of CM's scope of Services and in the quantities set forth in **Exhibit A**.
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due without advance written approval of District.
3. CM's fee will be based on the District's Board approved Construction Cost Budget at schematic design phase for each project, as identified in the Supplemental Agreements (**Exhibit G**) to this Agreement and in accordance with Article 7 of the Agreement.
  - 3.1. District will pay CM as follows for all Services under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PROJECT PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Construction Services for each Project (through award of construction contract)	
Construction Phase (from Notice of Award to Contractor through District beneficial occupancy)	
Closeout Phase (Through DSA certification and including closeout deliverables)	
<b>TOTAL BASE COMPENSATION</b>	<b>100%</b>

- 3.2. Should the District's Board's approval date of the schematic design for a specific project be anticipated to extend beyond one (1) year from CM's first work on that specific project, CM's fee will be based on the specific project's master plan budget with fee payments credited against the fee subsequently determined by the approved Construction Cost Budget at schematic design phase. Except for Additional Services as provided herein, CM's fee per project shall not exceed the total fee percentages provided in Article 7 of the Agreement.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. The monthly invoices shall breakdown the services performed into three sections: (1) Program Services for the entire Program, (2) Budget and Expense Tracking for the entire Program, and (3) Project Services per project. In no event shall the total payments exceed CM's fee set forth in Article 7 of this Agreement or **Exhibit G**, Supplemental Agreement for each project, except as authorized under **Exhibit B**.

2. CM shall submit these invoices in duplicate to District via District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, District agrees to make payments on all undisputed amounts after the funds are available to District and approved by the County Office of Education, but no later than thirty (30) days from receipt of the invoice.
5. District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

[END OF EXHIBIT]

**EXHIBIT E**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between \_\_\_\_\_ the  
Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("CM") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
  
- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

[END OF EXHIBIT]

## **EXHIBIT F**

### **FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION**

The undersigned does hereby certify to District that I am a representative of CM entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if CM's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Agreement.
- CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When CM performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that CM's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

**A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."**

- CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that CM has not been convicted of a felony as defined in Education Code Section 45122.1.

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

**FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION**

**ATTACHMENT "A"  
(TO EXHIBIT F)**

**List of Employees/Subcontractors**

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

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**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

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

Name of CM: \_\_\_\_\_

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

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

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



## **EXHIBIT G**

### **Supplemental Agreement No. \_\_\_\_ to Master Agreement for Construction Management and Project Management Services – Bakersfield City School District and [CM]**

This Supplemental Agreement No. \_\_\_\_\_ (“Supplement”) is an addendum to the Master Agreement for and Construction Management and Project Management Services, dated October 22, 2022 (“Agreement”), by and between **Bakersfield City School District** (“District”) and \_\_\_\_\_ (“Construction Manager”) (together, “Parties”) as follows:

#### **RECITALS**

**WHEREAS**, the Parties entered into the Agreement effective as of October 22, 2022, for the provision of Construction Management and Project Management services (“Services”) in connection with the District’s Measure \_\_\_\_ bond program (“Program”);

**WHEREAS**, the Agreement provides that the Parties may execute this Supplement to authorize Construction Manager’s work on certain Project(s) identified herein;

**WHEREAS**, the Parties wish to supplement the Agreement to assign Construction Manager the Project(s) and accompanying terms including, but not limited to, scope and payment, contained herein;

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

#### **SUPPLEMENTAL AGREEMENT**

1. **Effect:** This Supplement is entered into pursuant to the Agreement, and, when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof. The District does hereby authorize Construction Manager to provide the Services on the project identified herein.
  
2. **Project(s):** \_\_\_\_\_Project.
  
3. **Services:** Upon final execution of this Supplement, the Services for this assigned Project will include all of those identified in **Exhibit “A”** of the Agreement.

4. **Fee:** The Services are to be provided on a fixed fee basis and are not to exceed \_\_\_\_\_ Dollars (**\$\_\_\_\_\_**).
- 4.1 \_\_\_\_\_ Project \$\_\_\_\_\_

The Fee shall be invoiced and paid in accordance with the terms of the Agreement including, but not limited to, **Article 7** and **Exhibit "D"** of the Agreement, and **Attachment 1** of this Supplement.

Services under this Supplement are not considered "Extra Services" and shall not include any markup.

5. **Staffing:** Services shall be provided in accordance with the terms of the Agreement and the project team shall be comprised of the following:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

6. **Schedule:** Services shall be provided in accordance with the terms of the Agreement and **Attachment 2** of this Supplement.

7. **Meetings:** Construction Manager shall attend, take part in, and, conduct meetings as required by District.

8. All other provisions of the Agreement including, but not limited to, those contained in Exhibits to the Agreement, shall remain in full force and effect and are reaffirmed and are fully incorporated into this Supplement by this reference. If there is any conflict between this Supplement and any provision of the Agreement relating to this Supplement only, the provisions of this Supplement shall control.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and agreed to this Supplement on the dates indicated below.

Dated: \_\_\_\_\_, 202\_

**Bakersfield City School\_District**

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

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

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

Dated: \_\_\_\_\_, 202\_

**[CM]**

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

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

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

**ATTACHMENT 1**  
**(Fee)**

**ATTACHMENT 2**  
**(Schedule)**