APPENDIX A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

PROJECT: Engineering Technology Building Renovation Project – Diablo Valley College

ESTABLISHED PROJECT CONSTRUCTION BUDGET:

The established project construction budget for the project is $43,000,000, which includes DBE's indirect costs during construction, direct cost of construction (cost of work) (including hazardous materials abatement and selective demolition), 15% design/estimating contingency, 2% construction contingency, and 15% escalation to mid-point.

The above stated project construction budget does not include the DBE's Design and Preconstruction Fees as these fees are carried separately in the District and College's total project budget for the project.

The District and College has obtained a preliminary cost model from the Project Criteria Architect and has reconciled this cost model with a 3rd party estimator. Based on the current Project Criteria Documents, the preliminary cost model for the project indicates that the estimated construction cost for this project is $45,000,000 (inclusive of 15% design/estimating contingency, 2% construction contingency, and 15% escalation to mid-point).

As described in the RFP, the District and College is looking for a collaborative Design-Build partner and is interested in each Design-Build Team's ideas on how to assist the District and College with delivering the project for the established project construction budget.

The design-build entity ("DBE") will be responsible for working with the College, District, staff, and consultants to construct this project within the established project construction budget.

ANTICIPATED PROJECT DESIGN, REVIEW, AND CONSTRUCTION SCHEDULE:

Project Criteria Phase	March 2023 – September 2023
Design-Build Entity (DBE) RFP & Contract Award	October 2023 – February/March 2024
DBE Design Phase	March/April 2024 – January 2025
DSA Approval	February 2025 – January 2026
Hazmat & Selective Demolition	Start - September 2025
Construction/Renovation	February 2026 – August 2027
Move-in/Project Closeout	September 2027 – November 2027

THE DISTRICT AND COLLEGE:

The Contra Costa Community College District was established in 1949 and serves the residents of Contra Costa County. It is one of the ten largest multi-college community college District's in California. The District office is located in historic downtown Martinez. The District operates through three colleges: Diablo Valley College, Los Medanos College, and Contra Costa College. The District also has two education centers: San Ramon Campus and Brentwood Center. The District's Governing Board has five members elected by the community and one Student Trustee elected by students District wide. Since 2002, there have been three major facilities bonds approving close to $900M in capital improvement funds. The 2002 Measure A bond ($120M) and 2006 Measure A+ bond ($286.5M) are both now fully implemented and closed out. In 2014, the District successfully passed Measure E, $450M facilities bond to continue to improve facilities on all three college campuses and two centers.

PROJECT DESCRIPTION:

The project will consist of a newly renovated Engineering Technology (ET) building which will provide a state-of-the-art facility that will support student-centered, equity-infused learning and teaching environments for the next 30 to 40 years. It will house existing Architecture, Engineering, Construction, Mechanical Technology, Electronics and Electronic Technology, Industrial Design, Energy Systems programs, future ET programs, and a Math & Engineering Student Center. The general scope for this project includes the selective demolition of the existing early 1970's era ET building to preserve its current structural systems, bringing those structural systems up to current code, rebuilding within the existing footprint to completely modernize the overall facility and its systems for current and future programs, provide for expansion or reconfiguration of existing spaces to house a supportive and collaborative learning center for math students, and students in the ET programs by including a new Math and Engineering Student Center.

The renovated Engineering Technology building is envisioned to include approximately 32,500SFT of existing building SFT that will be completely updated and modernized space for existing and future ET programs, plus the construction of up to 7,000SFT of new Math & Engineering Student Center building. The building area when completed is anticipated to be approximately 39,500 SF, which includes renovation of the north side (10,500 SF), renovation of the south side (22,000 SF), and the construction of a new Math & Engineering Student Center of up to 7,000 SFT. The project seeks to also reimagine the building's architectural presence so that it will serve as both a focal point and an inspiring invitation to the DVC campus from south access points.

PROJECT OBJECTIVES:

The main objectives of the Engineering Technology Building Renovation Project are to create a newly renovated facility and construction of the MESC building, which adheres to the Project Criteria Documents, DVC's ET Building Renovation Planning Principles established during summer 2022 project academic programming efforts, and to embrace the District's sustainability goals. Based on the feedback from these exercises, the team developed evaluation criteria that reflected the vision pillars and success factors for the project. These evaluation criteria were utilized to review concept strategies of optimizing the usage and prioritization of the specific renovation scope of work and new construction of the MESC building. These evaluation criteria are important matters to be considered in planning and design decisions made for the Engineering Technology Renovation and MESC building Project as the DBE moves forward into the design phase:

1) INTERDISCIPLINARY LEARNING
    a. Creates a highly visible showcase each discipline's strengths, while fostering interdisciplinary learning, leveraging the threshold/entry South Gate approach.
    b. Spaces are versatile/flexible that promote exchange between students, faculty co-curricular, industry partners with multimodal uses/groups and adaptable over time.
    c. Design fosters engagement/collaboration between STEAM disciplines (Math, Engineering, Technology, Architecture, Construction, etc.) and inspires curiosity of the DVC learning community.

2) STUDENT BELONGING / PERSISTENCE
    a. HEART SPACE and dedicated student resources – radically welcoming place that support belonging, curiosity, and engagement in formal and informal learning spaces.
    b. Dignified, intentional and integrated resources to support student basic and developmental needs - promoting holistic wellness (mental health).
    c. Adequate, intentional access with safety/training (hours of operation) to equipment and maker spaces for fostering applied project learning.

3) FUNTION / FUTURE READY
    a. High Flex - Project program and adjacencies support flexibility and future teaching/learning needs while durable and easy to adapt/maintain (optimize functions).
    b. Learning on Display - spaces/infrastructure are highly visible teaching tool - (i.e.., height, orientation and solar exposure, access to fresh air, HVAC, electrical, water management, etc.,) to reinforce applied learning of sustainability and resilience practices.
    c. Instructional spaces are well integrated with support resources/spaces (lab tech support) to cultivate connections to the work/living laboratory; demonstrates synergies of STEAM -hands on learning/support.

4) INTERSECTIONAL JUSTICE
    a. Accessible to All - universal design/access prioritized to site resources including provisions to support exchange with the larger community (all gender restrooms, mobility).
    b. Community resources are easy to locate and highly visible areas for public gathering and support - wayfinding, safety, and welcoming.
    c. Strategic values - Climate Action, Social and Academic Justice are embodied in Instructional and engagement spaces that foster pride, belonging and dignity for students, faculty, and community at large.

District Sustainability Goals:

1) The District has adopted nine (9) Districtwide sustainability goals that directly support the District's Strategic Plan and shall be considered in the design and construction of the ET Project as outlined in the Project Criteria Documents.

2) The Project will obtain LEED certification as outlined in the Project Criteria Documents and in accordance with the District LEED Certification Scope of Services

3) The Engineering Technology Renovation Project shall be a model of energy, water, and materials efficiency; while providing healthy, comfortable, and productive indoor environmental and long-term benefits to students, faculty, and staff. Design features that will support a sustainable building objective need to be provided in a cost-effective manner, while considering externalities; identify economic and environmental performance measures; determine cost savings; use extended life-cycle costing; and adopt an integrated systems approach. Such an approach needs to treat the whole building as a system, recognizing that the individual building features, such as lighting, windows, heating and cooling systems, or control systems are not stand-alone systems.

ANTICIPATED SCOPE OF SERVICES:

1. GENERAL SERVICES

a. The District and College is looking for an experienced design-build entity or team ("DBE") to be a proactive team-member in delivering this project within the Anticipated Project Time Frame, within the established Design and Construction budget, and with a high level of Design-Excellence. The scope of work includes, but is not limited to, providing design phase services, preconstruction services, project management services, labor, geotechnical testing, topographic and boundary surveying, hazardous material abatement, selective demolition, coordination, materials, tools, and equipment to complete construction of the above-mentioned Project in Pleasant Hill, CA.

b. Design-Builder shall engage all appropriate specialty Subconsultants as are necessary for proper completion of the Services, at the sole expense of DBE. All subconsultants and subcontractors shall meet the prequalification requirements as outlined in the Request for Qualifications (RFQ) in order to participate in this project. DBE's contracts with Subconsultants (and their

contracts with their Subconsultants) shall incorporate this contract by reference to the extent not inconsistent with Subconsultants' scope of work. District shall have the right (but not the obligation) to approve specialty Subconsultants engaged by DBE, which approval shall not be unreasonably withheld. Subconsultant list shall be submitted to District and at any time that changes, additions, or deletions are contemplated.

c. The work described herein outlines the minimum services that the District and College shall require of the DBE upon selection and award of a Design-Build Agreement ("Agreement"). However, services not described below that are related and considered to be part of the expected standard of care and workmanship shall also be included as responsibilities of the DBE and part of the Work. Furthermore, the DBE shall review the Design Build Agreement, in order to ensure all required services are fully understood by the Design-Builder.

d. The DBE is expected to support the District and College's design review process, attend design review meetings, and resolve review comments to the satisfaction of the District and College.

e. The DBE will be responsible to provide complete design and engineering services, geotechnical testing, topographic and boundary surveying, permitting, agency approval, construction, and agency closeout of the Project, and any other permitting, approval, or other requirements by any agency's having jurisdiction.

    i. Including, without limitation, Division of the State Architect ("DSA") review and approval, and closeout certification, including approvals with other Authorities Having Jurisdiction (as necessary) such as CGS (California Geological Survey), and others.

    ii. DBE and its consultants will engage the Division of the State Architect (DSA) in a formal collaborative review process by meeting with DSA during each phase of the design process and will follow up with DSA on any comments that come out of these meetings.

    iii. The District and College will pay all agency fees.

f. Design shall be in accordance with the requirements of the RFP, Project Criteria Documents, 4CD Sustainability Goals and Policy, DVC_ET Building Design Curated Portfolio Findings Sept 2022 (Academic Programming Document), and the District's Design Standards, as outlined in these RFP documents.

    i. If the Project Criteria Documents, 4CD Sustainability Goals and Policy, DVC_ET Building Design Curated Portfolio Findings Sept 2022 (Academic Programming Document), or District's Design Standards conflict with requirement of any agency's having justification, the DBE shall notify the District and College and the Project Manager.

ii. Design services will also require evaluation of the existing site and review of other project related information.

g. DBE shall certify that all Design Submissions, construction documents, or other related project documents are coordinated with all contributing subcontractors and consultants, whether they are contracted directly with the DBE or not and must ensure preconstruction and construction quality assurance.

h. Necessary accommodations must be made to ensure normal educational activities are minimally impacted during the design and construction process.

i. Project Design and Construction Cost Estimating

   i. DBE will develop and maintain an accurate and detailed Project Design and Construction Cost Estimate that will be updated timely during each design milestone in order to demonstrate that the project can be completed within the established design and construction budget.

   ii. DBE will provide an estimated cost of the Project Criteria Documents during the RFP phase, which will be reviewed with the District and College to ensure compliance with the established design and construction budget.

   iii. District shall have the right, but not the obligation, to have independent cost estimate(s) conducted by an estimator designated by the District and at the District's expense. The DBE shall be available to answer the estimator's questions regarding the design and to attend meetings with the estimator as reasonably necessary to timely reconcile the DBE's estimate with the independent estimate(s).

   iv. DBE shall perform work in an open book and transparent manner as necessary to prepare and submit an acceptable Guaranteed Maximum Price ("GMP") proposal during the design phase.

   v. The timing and packaging of the GMP, and percentage for construction contingency, will be mutually agreed upon in the RFP phase and will be incorporated into the schedule and Design-Build Agreement.

j. DBE will develop and maintain a detailed Critical Path Method ("CPM") Schedule.

   i. The CPM Schedule shall be provided to the District and College within the first 90 days of the project contract award.

   ii. The CPM Schedule shall be updated and submitted to the District and College monthly.

iii. Each schedule shall be submitted in diagram and listed form. The computer-generated schedules shall permit the DBE to obtain several print sorts that aid in identifying various activities and requirements.

iv. The DBE shall utilize Primavera Project Planner for Windows software (P6) by Primavera Systems, Inc., or equivalent as outlined in the Form of Agreement and Scheduling Specifications.

v. The detailed CPM Schedule shall include all relevant design activities including design submissions, design reviews, agency approvals, preconstruction services such as bidding, and District and College Milestones.

vi. At the start of each phase of the Services under this Agreement, DBE shall prepare and submit for District's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact DBE's progress.

vii. Report proactively on potential schedule impacts and recommend potential solutions to schedule problems.

k. DBE shall submit a Construction Logistics Plan to the District and College for review and acceptance.

i. The Construction Logistics Plan shall be provided to the District and College within the first 90 days of the project contract award.

ii. The Construction Plan shall identify and describe the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, trade parking location, and any other activity that may impact the District and College in the execution of the Work.

l. Meetings

i. Each month the DBE shall attend a payment meeting with the District and College's Representative to agree on the percentage of the work completed during the current month to establish an amount to be requested in the Application for Payment.

ii. DBE shall schedule and lead meetings, at a minimum of weekly, in each Phase of Work as required below.

iii. DBE shall keep and submit to the District and College meeting minutes for all DBE lead meetings, in a format acceptable to the District and College.

m. Reports

i. The DBE shall prepare and submit to the District and College monthly reports on the Work accomplished during the prior monthly period. Such reports shall be prepared in a manner and in a format approved by the District and College. Monthly progress report shall include but is not limited to:

1. A narrative of the work performed (including a list of any contract deliverables provided) in the current report period, and identification of areas of concern, actions and approvals needed.
2. A schedule assessment and proposed ways to work around any problems that arise. Clearly identify actual performance with respect to the current approved version of the schedule.
3. Scheduling of DBE's own Services with other projects within the overall Master Schedule, if applicable
4. Any and all design changes affecting the performance, function, appearance, size, usage, or estimated cost of the Project.

ii. The DBE will cooperate with the District and College, and as may be requested, assist in preparing periodic Project reports required by the District and College's Board, the District's Citizens' Bond Oversight Committee, or other District and College committees or boards.

2. PROJECT CRITERIA DOCUMENTS REVIEW PHASE SERVICES

a. Prior to commencement of the Work, the DBE shall attend a Project Kick-off meeting, at a time and a place selected by the District and College's Representative, to discuss procedures to be followed during the course of the work. The purpose of the meeting will be to introduce the District and College's and College's key personnel and to review the contract provisions and any other items pertaining to the Project.

b. DBE should make site visits, as needed to complete the following testing as required to evaluate current and to evaluate existing conditions within the interior of the building, exterior building, and site:

i. Geotechnical Surveys
ii. Environmental Soils Testing
iii. Utility Locating, Utility Assessments, and Utility Capacity Verifications
iv. Other services and verifications as necessary in order to minimize unforeseen conditions.

c. In addition, DBE should review all existing information provided in the RFP documents and if DBE determines that the information or documents the District and College provides is insufficient for purposes of design, or if DBE requires other information that the District and College has not provided, then, at the soonest possible time after DBE has become aware that this

additional information is needed, the DBE shall investigate and acquire such information as required to complete its investigations.

d. The DBE shall participate in the Project Criteria Document Review Phase and shall lead a collaborative discussion and review process of the Project Criteria Documents with the District and College to clarify and document any remaining questions generated from review of the Project Criteria Documents, which are attached hereto as **Appendix B**. The intent of the Project Criteria Document Review Phase is to clarify any questions that the Design-Build Entity may have and also ensure that the Design-Build Entity, District and College, and other stakeholders are in alignment with regards to the project requirements, function, quality, sustainability, performance, NTE budget, and project schedule, and other project priorities, prior to entering into the Schematic Design Phase.

e. DBE shall schedule and lead meetings on a weekly basis, at a minimum, with the District and College, and College designated representatives to complete the Project Criteria Document Review Phase. If more meetings are required, the DBE shall hold meetings as necessary to meet the project schedule.

f. Within seven days of award, DBE shall submit a schedule outlining the first 90 days of the project, which shall include the following:

   i. Schedule of meetings anticipated to be held.
   ii. A brief agenda for each proposed meeting with a brief description of the goal and agenda for each proposed meeting.
   iii. Depending on the content and goal of each meeting, the District and College may designate different representatives to attend each meeting.

g. DBE shall complete the "Project Design Milestone Acceptance Form" prior to beginning the Schematic Design Phase.

3. DESIGN PHASE SERVICES

a. The Design Services includes the preparation of the Design and Construction Documents for the Project including, but not limited, to all necessary architectural design, specialty consultant services, civil engineering, structural engineering, mechanical engineering, plumbing and HVAC design, fire protection system engineering, landscape architecture, electrical engineering, security system design, telecommunications, data and low-voltage signaling design, topographic and boundary surveying, comprehensive interior design, furniture, fixtures, and equipment design, coordination and space planning, and acoustical engineering. The Design Phase shall also include all plan check and permitting activities required for the construction activities. The Design Documents shall include all information required by the building trades to complete the construction of the Project, including information that would customarily be included as deferred submittals after DSA approval.

b. Comprehensive interior design is required on all new construction and major interior renovation projects and shall be provided unless otherwise directed. Interior design and review must be accomplished by, or in consultation with, professional interior designers or architects with significant interior design experience. Qualification of designers is based on education, experience, and examination. Interior designers or architects shall have completed a recognized program of academic training in interior design; and/or will have attained registration or licensure as required by the locality or district where the project work occurs.

    i. For contracted interior design services, the interior designer or architect must not be affiliated with any furniture dealership, vendor, or manufacturer. The District reserves the right to approve or disapprove the qualifications of the interior designer selected.

c. The DBE will build upon what has been provided by the Project Criteria Architect and is required to review FF&E needs for this project including providing detailed surveys and assessments of existing FF&E, in consultation with the District and College, identifying the re-use of any existing FF&E and/or the specification of new FF&E required for the project. The DBE will be responsible for final design of re-used or newly specified FF&E, including but not limited to, ensuring all space requirements are met, accessibility requirements, structural engineering, installation/mounting details are shown, and that all infrastructure requirements are designed and coordinated. The DBE will be responsible for relocating existing FF&E (as determined), installation/mounting, and connection to the building infrastructure. The District and College will procure any newly specified FF&E under a separate budget and will install any new FF&E unless the new FF&E requires structural engineering, hard mechanical, electrical, plumbing, specialty infrastructure connections, then those hard connections will be by the DBE

d. DBE shall meet at least weekly with District and College, and Project Manager and provide such information as necessary to inform District and College of the Project design status and obtain District and College input and approval regarding design issues.

    i. The DBE shall be responsible for scheduling and coordinating the participation required in these meetings.

    ii. DBE's documents shall depict the materials, equipment, design, layout, and general coordination of each major building system (i.e.: structural, exterior closure, mechanical, plumbing, electrical, etc.) in sufficient detail to confirm compliance with the Project Criteria Documents.

e. Provide design and engineering services necessary to complete the design and construction of the Project, and secure approval of all agencies having jurisdiction in accordance with the District and College's Project Criteria Documents and District's Design Standards. The DBE's architects, engineers, designers, and technicians involved with providing services under this

Agreement must be trained and experienced in using BIM technology and processes. Design and engineering services shall be completed using BIM. The DBE shall submit to the District and College within thirty (30) days of contract award, a BIM Execution Plan in accordance with the requirements of the contract documents. The BIM Execution Plan will be reviewed and approved by the District and College.

f. Design Documents

i. DBE shall separately identify in writing at the time of each of its formal submissions of Design Documents, any portions thereof that by reason of information contained or omitted constitute deviations from the requirements of the RFP Documents, Design-Build Agreement, General Conditions, District Standards, Project Criteria Documents, Design Intent or Approved Deviations previously approved by District and College.

ii. All such formal submittals of Design Documents to the District and College, including electronic submittals, shall further include a certification by DBE as follows:

> "WITH THE EXCEPTION OF DEVIATIONS EXPRESSLY IDENTIFIED IN THIS SUBMISSION IN THE MANNER REQUIRED BY THE AGREEMENT, THE SUBMITTED DESIGN DOCUMENTS DO NOT CONTAIN ANY DEVIATIONS FROM THE DESIGN-BUILD AGREEMENT, GENERAL CONDITIONS, PROJECT CRITERIA DOCUMENTS, DESIGN INTENT OR APPROVED DEVIATIONS PREVIOUSLY IDENTIFIED BY DBE IN WRITING AND APPROVED BY THE DISTRICT."

iii. Specifications shall not contain restrictions that will limit competitive bids. Where articles, materials, and equipment are identified by brand names, at least two brand names shall be specified, and shall be followed by the words "or equal," except for products approved by the District's Governing Board as sole source items Exceptions shall only be as permitted by California Public Contract Code section 3400.

iv. DBE shall prepare all Design and Construction Documents and all other Contract Documents in a manner that includes and enables additive and deductive alternates and allowances for the Project Work as requested by the District and College. DBE shall develop and propose to District and College bid alternates and shall incorporate in the Construction Documents the District and College approved additive and deductive bid alternates and allowances.

v. As part of the preparation of the Design and Construction Documents, and if so, directed by the District and College, the Design and Construction Documents shall be prepared so that portions of the work may be deferred and performed at a later date under subsequent contracts. If phasing strategies are to be indicated on the Design and

Construction Documents, such shall be consistent with the District and College's ability to fund the work. For the purposes of this Contract, the DBE may be required to furnish Design and Construction Documents that enable the District and College to bid and construct all of the work at a particular Project site in separate phases. The Design and Construction Documents must be prepared in a manner that upon completion of each phase, the Project site is operable and can be approved by all authorities having jurisdiction over the Project and occupied by the District and College. DBE shall review with the District and College, and District and College's Representative and determine if the requirements and approach for phasing of the Work, if any, should be done. DBE shall incorporate and prepare, as part of the Design and Construction Documents, all design, and documents necessary to enable construction phasing and logistics in order to facilitate efficient construction and to enable the construction of the Project within the duration prescribed by the Contract. All bid documents will be made available for the District and College, and Project Manager in a format and locations agreed upon by the DBE and District and College;

vi. Design Submissions shall be required to be submitted to the District and College at each stage of development described below. Construction Documents must be in full compliance with all applicable laws, building codes, ordinances, and other requirements by regulatory authorities. Each design phase shall follow the AIA Quality Management Phase Checklist for its specific phase. The Quality Management Phase Checklist shall be provided with each design submittal to document completion of that phase.

    1. Schematic Design: Prepare Schematic Design Documents from the Project Criteria Documents, including related architectural, structural, including an Evaluation and Design Criteria Report (EDCR), mechanical, electrical, security system, telecommunications, data, and low voltage, signaling, topographic and boundary surveying, plumbing, civil, conceptual building floor plans, roof plan, building sections, building elevations, details, narratives, project design criteria, code analysis, and energy report.

        a. DBE shall include any and all testing required for development of the EDCR report, including the Material Testing Program, Condition Assessment Program, Geohazard Report, etc. as required to complete the EDCR report during the schematic design phase along with any and all testing, reporting, follow up with DSA, etc. as required in subsequent design phases to fully comply with DSA's requirements for the EDCR report.

        b. Complete and obtain written sign-off of the "Project Design Milestone Acceptance Form" prior to moving into the next phase.

2. Design Development: Prepare Design Development Documents from the Schematic Design Documents, including related architectural, structural, mechanical, electrical, security system, telecommunications, data, and low voltage, signaling, plumbing, civil, and landscape services.

    a. Complete and obtain written sign-off the "Project Design Milestone Acceptance Form" prior to moving into the next phase.

3. 50% Construction Documents: prepare 50% construction documents. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, including information that would customarily be included as deferred submittals after DSA approval.

    a. Complete and obtain written sign-off of the "Project Design Milestone Acceptance Form" prior to moving into the next phase.

4. 100% Construction Documents: Prepare 100% construction documents.

    a. Meet with the District and College for approval to submit to DSA and complete and obtain written sign-off of the "Project Design Milestone Acceptance Form."

    b. District may conduct a peer review of the completed Construction Documents, including submittal of a list of revisions required to complete the documents prior to submission to DSA.

5. Perform back-check as needed at no additional cost to the District and College.

6. Obtain DSA stamp-out and approval letter.

g. Design Documents shall be submitted to the District and College, and Project Manager as follows unless otherwise agreed the Kickoff Meeting:

    i. Provide two (2) printed copies of all approved construction document drawings. Provide one copy of all approved construction document drawings on a USB flash drive using Revit 2023.

    ii. Provide one (2) printed copies of approved specifications, bound, and organized. Provide approved specifications in electronic format on a USB flash drive for all sections for all work applicable to the Project, using a format that complies with the current edition of the Construction Specifications Institute's "Master Format" as directed by the District and College and in accordance with the following:

iii. Electronic computer software in Microsoft Word, latest version for Windows; and

iv. All USB flash drives provided shall be indexed and clearly labeled to indicate files contained thereon and the date that the documents were produced. All electronic files shall use fonts and formats used by the District and College and the electronic files shall be formatted for easy printing.

h. All submissions of Design Documents shall be subject to Design Review by the District and College, and/or District and College Representatives.

i. Document review sessions shall be established electronically via Bluebeam studio Session or equivalent software as approved by the District and College.

ii. Review meetings between the DBE and the District and College to review the Design Submissions shall be scheduled and held so as not to delay the Work. Such review shall not relieve the DBE from its responsibilities under the Agreement. Such review shall not be deemed an approval or waiver by the District and College of any deviation from, or of the DBE's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the DBE and approved in writing by the District and College.

iii. DBE must incorporate, clarify, or reconcile all design review comments provided by the District and College to the DBE.

i. The DBE shall submit completed packages of the Construction Documents, in the quantities required by the District and College to all applicable authorities having jurisdiction (including but not limited to DSA), and at the times indicated on the DBE's Baseline Schedule. DBE is responsible for completing the designs and submitting them to DSA in a timely fashion in order to obtain DSA approval and complete all Work according to the Project Milestone Schedule. All Work is to be performed in accordance with the requirements of the DSA and the Design-Builder shall be solely responsible for obtaining all approvals from DSA at no additional cost to District and College.

i. Perform back-check as needed at no additional cost to the District and College.

ii. Obtain DSA stamp-out and approval letter.

j. At each design submittal, conduct value engineering analysis on building components to determine best value based on initial cost, life expectancy, cost of operation and maintenance (Life Cycle Cost Analysis). The value engineering analysis shall be performed concurrent with the Design Confirmation effort.

i. Prepare reports with recommendations to the District and College to maintain the established Project budget and specifications.

ii. Provide a detailed analysis of all major project systems and project means & methods, with an emphasis on value engineering possibilities.

iii. DBE shall develop and prepare energy models, energy savings estimates and deliverables necessary for District to submit to California Energy Design Assistance (CEDA), Division of State Architect, and any other authority with jurisdiction, for energy savings incentives, LEED certification, or other pertinent information as required. DBE shall then monitor construction for compliance with such incentive requirements and report to the District any problems encountered or anticipated.

k. Participate with Project Manager, district staff, and any other consultants designated by Project Manager in an approximate, not to exceed, four-hour Sustainability Workshop at each design milestone. Arrange for the participation of Subconsultants in the Sustainability Workshop. Prepare and submit to Project Manager for District's approval comparative cost studies of proposed major building systems recommended from the Sustainability Workshop.

l. Prepare and update monthly during each design phase, an updated detailed Construction CPM Schedule: Produce a detailed construction CPM schedule to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

m. Prepare and update at each design submittal, an updated Construction Logistics Plan to the District and College for review and acceptance.

i. The Construction Logistics Plan shall identify and describe the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, parking, temporary utilities, and any other activity that may impact the District and College in the execution of the Work.

n. Prepare and update at each design submittal, deductive alternates' worth no less than 5% of the EDCC (Estimated Direct Cost of Construction) submitted by the DBE in response to the RFP.

i. Each deductive alternate shall be developed and designed as a design package that can be reviewed by agency's having jurisdiction separate from the primary design packaged developed for agency review.

ii. Each deductive alternate shall be submitted to the District and College for approval.

1. The District and College may reject or accept each proposed deductive alternate at its sole decision.

o. At each stage of design, submit an updated cost estimate with the appropriate level of detail as required by that particular submittal to substantiate that the Project will not exceed the established project design and construction budget.

   i. Cost estimate shall certify that the Project can be completed within the established project design and construction budget.

      1. This cost estimate shall be certified by the DBE's Chief Estimator, or principal of the firm, that the Project can be completed within the established project design and construction budget.

   ii. Cost estimates shall be provided in the following format:
      1. Schematic Design: DBE shall prepare and submit a programmatic ($ per square foot or parametric) Estimated Construction Cost with area calculation for the final design approach accepted by the District.
      2. Design Development Phase: DBE shall prepare and submit detailed Estimated Construction Costs in CSI format with area calculations at completion of design development phase. DBE shall prepare separate Estimated Construction Costs for each subcontractor bid package.
      3. Construction Document Phase: DBE shall prepare and submit detailed Estimated Construction Costs in CSI format with area calculations within two (2) weeks of the 50% completion.
      4. These estimates shall be subject to District review and DBE shall incorporate all District corrections.

   iii. Cost estimate shall identify subcontractor scopes of work and any self-performed work being proposed by the prime DBE entity. Any scopes of work that the DBE intends to self-perform will be bid in similar fashion as all other subcontractor scopes of work.

   iv. Cost estimates must be within the established design and construction budget in order for the Project to be released into the next phase.

   v. Cost Estimates provided by the DBE for the Project must at no point exceed the District and College's established design and construction budget for the Project. The accuracy of the Cost Estimates provided by the DBE shall be the responsibility of the DBE. All costs for redesign and extension of the design phase schedule, necessary to maintain the established design and construction budget, is the DBE's responsibility.

   vi. If the review of the given estimate produces review comments that cause a significant change in the estimated cost, submit a revised estimate and price validation within 14 days of receipt of those comments or the review conference, whichever occurs first. The

detailed cost estimates shall include line items for discrete items of work. Lump sum estimates must be limited to only minor items and shall not be used when quantity takeoffs can be developed.

p. Any other services that are reasonable and necessary to control the budget and schedule.

3. GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

a. The timing and packaging of the GMP, and percentage for construction contingency, will be mutually agreed upon in the RFP phase and will be incorporated into the schedule and Design-Build Agreement.

b. Within the first thirty (30) calendar days of the start of the project, DBE and Project Manager shall meet and review the DBE's "Open Book" Subcontractor Procurement and GMP Plan, provided during the RFP phase, which shall include the following:

   a. The agreed upon format of the bidding documents before they are issued and the location of received bids that allows free access for the Project Manager;

   b. The DBE's approach to packaging trades for bidding;

   c. The DBE's schedule for bidding the trade packages and timelines for the District and College's Project Manager to review the trade packages prior to bidding including but not limited to:

      1. Conducting Pre-Bid Conferences and Site Visits.

      2. Advertising for and obtaining bids for each separate subcontractor for construction, materials, equipment and evaluating bids.

      3. Consulting with and advising the District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed.

      4. Consulting with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

      5. Issuance of written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment. Where appropriate, obtain DSA approval.

      6. Conducting bid opening and evaluating bids or proposals.

   d. How the DBE and Project Manager will select subcontractors based on lump sum or best value (if approved by the District and College), and

how the DBE and Project Manager will coordinate the District and Colleges approval of such subcontractors; and

e. The format the DBE will use to summarize all accepted bids for the GMP Proposal.

c. DBE shall develop the Guaranteed Maximum Price ("GMP") Proposal for the Project as set forth in the RFP and Design-Build Agreement, which shall include the following:

i. An updated CPM schedule in the format defined above in this Appendix A;

ii. All design documents that establish the Work to be completed during Construction, including but not limited to Basis of Design Documents, Construction Documents, and Specifications;

iii. A list of all assumptions and clarifications used to develop the GMP. Listing of extraneous assumptions, clarifications, or modifications to the Terms and Conditions of the Design-Build Agreement will not be allowed.

iv. A summary list of all subcontractors and the accepted bid price, in the format agreed to by the DBE and Project Manager. The summary list and backup will include the following, unless otherwise agreed by the DBE and Project Manager:

1. DBE shall demonstrate that a minimum of four (4) bids, or "Best Value" proposals (if approved in writing by the District and College), was received for each trade, and show a comparison of those bids, i.e., a bid tally sheet with the actual subcontractor bids provided as supporting backup;

2. Subcontractor trade pricing the DBE receives from the Mechanical, Electrical, and Plumbing Subcontractors, engaged early, shall be included in the DBE's GMP for construction services, along with the backup to support such subcontractor trade package pricing, for submission to and review by the District and College. In the event the GMP is accepted, the Subcontractors engaged early, will be contracted for their respective trade packages based on their pricing and backup without being competitively bid against other subcontractors. In the event that the Subcontractor trade pricing is not accepted, the District and College reserves the right to request that the Design-Builder follow the requirements of the "Open Book" subcontractor bidding process as described herein and obtain competitively bid prices for the trades scope of work.

3. DBE shall submit sufficient information to establish that its price is competitive and reasonable for all Work to be performed by a prequalified subcontractor listed in the Proposal;

4. DBE shall submit sufficient information to establish that its price is competitive and reasonable for all Work being self-performed (if approved in writing by the District and College and bid in accordance with public contract code);

5. A list of Allowance Items, Allowance Values, and a detailed description of the Work that is included in each allowance (if applicable). Allowances are not allowed to be carried within the subcontractor trade package scopes of work;

6. Contractor Construction Contingency as defined by the Design-Build Agreement, to be used for unanticipated costs that are not the bases of a change;

7. A schedule of alternate prices

v. A statement of Additional Services, which may be performed if directed by the District and College, but which are not included in the GMP;

vi. An updated SOV that includes all Work required to complete the Project; and

vii. A statement that the GMP Proposal is valid for no less than 90 days following receipt of the GMP Proposal by the District and College.

d. The District and College may request additional information if needed to understand and evaluate the GMP Proposal.

e. Where Subcontractor Bids Exceed Budget: If the lowest responsible, responsive bid received from a subcontractor exceeds the latest approved Estimated Construction Costs, District may, at its discretion:

   a. Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.

   b. Reject all bids and rebid the trade package that exceeded its respective budget.

f. If the GMP amount is more than the DBE's latest accepted Estimated Construction Cost rendered during the Construction Documents Phase, District may require DBE to revise the scope of work to be performed or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the DBE, while still meeting District's program objectives. DBE shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project Construction Costs for the work to

be performed by the DBE within the Project budget, or the District may abandon the project and terminate the agreement.

4. CONSTRUCTION PHASE SERVICES

a. The construction phase will commence with the issuance of a Notice to Proceed from the District, based on an approved GMP and DSA approval of the plans and specifications for the project.

b. Provide all labor, materials, equipment, temporary utility services and facilities necessary to construct the entire Project and provide all construction work necessary to complete the Project and coordinate the work with the different subcontractors in an efficient manner.

c. Participate in Project meetings as required by the District and College.

    a. Lead a weekly OAC meeting with meeting minutes in a format accepted by the District and College.

d. DBE will work with District, Project Manager, Project Inspectors, testing agencies, district consultants, and governmental agencies as set forth in the General Conditions and this Contract.

e. Prior to commencement of the Work, the DBE shall attend a Project Kick-off meeting, at a time and a place selected by the District and College's Representative, to discuss procedures to be followed during the course of the construction work.

f. The DBE shall be required to take daily job site photos with a high-quality camera.

    a. Except as otherwise specifically approved by the District and College, DBE will prepare and submit the photographs monthly from groundbreaking through Project completion, within three (3) calendar days of the date of the DBE's application for progress payment. To the maximum extent practicable, DBE will make photographs at approximately the same time of day throughout the progress of the work. When inclement weather is anticipated, DBE will consult with the District and College to determine acceptable alternative arrangements.

    b. DBE will identify each location by word description, by marked drawing, or by such other means as acceptable to the District and College, to enable future photographs to be taken from the same position.

g. Prepare an existing conditions survey, including photographs and video, of all surrounding and adjacent properties, including streets and observable and recorded utilities, prior to the start of construction. DBE will endeavor to gain access to non-District and College owned properties, as necessary, to document the conditions of all surrounding and adjacent properties.

h. DBE shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation work and provide a drawing that documents these verified conditions as part of their Construction Documents.

i. The DBE shall locate and protect control points prior to starting Work on the Project site and preserve permanent reference points during construction and shall require the engineer or surveyor to replace control points which become lost or destroyed.

j. Provide on-site support and logistics, including but not limited to temporary construction office trailers and equipment, including individual dedicated office spaces for the onsite District and College Project Manager and IOR.

k. Manage the construction costs and ensure that costs allocated to construction contingency have entitlement and meet the contract requirements prior to submission to the District and College Representative.

l. DBE shall coordinate all submittals and review them for accuracy, completeness, and compliance with the requirements of the Contract Documents, the DBE's Construction Documents, and shall indicate its approval thereon as evidence of such coordination and review.

    a. Prior to placement of material orders or start of component fabrication, the DBE shall submit to the District and College all shop drawings approved by the Architect/Engineers of Record, samples of submittals that relate to finish materials & products, and product data for MEP equipment.

        1. The DBE is to issue a submittal schedule to the District and College for comment and the District and College shall designate the submittals that the DBE is to submit to the District and College to review for contract compliance.

    b. All substitution requests must be submitted to the District and College and Project Manager and approved by the District and College.

m. The District and College and Project Manager shall be copied on all Requests for Information ("RFI") related to compliance with the Project Criteria Documents, District and College guidelines or standards, or other Contract Documents.

    a. The DBE and District and College shall agree on and acceptable duration for review and comment on all RFIs.

n. DBE shall provide all reporting as required by DSA and any other Agency Having Jurisdiction.

o. The DBE shall relocate existing FF&E, as determined during the design phase, including installation, structural engineering, mounting, and connection to the building infrastructure. The District and College will procure any newly specified FF&E under a separate budget and will install any new FF&E unless

the new FF&E requires hard mechanical, electrical, plumbing or specialty infrastructure connections, then those hard connections will be by the DBE. Storage for existing FFE is by DBE. DBE may request storage locations on campus, however, storage in campus facilities is not guaranteed.

p. Coordinate equipment start-up, balancing, and acceptance testing, and training.

    a. DBE shall cooperate and coordinate with District Commissioning Consultant in all phases of work under this Agreement to ensure the Project is designed and commissioned in accordance with all California Title 24 Code requirements under which the project must comply. Information required by Commissioning Consultant shall be supplied in a reasonable time such that design, construction, and closeout are not delayed. Input from Commissioning Consultant shall be acted on if reasonable, or a response supplied as to why the input is not deemed actionable or reasonable. The District goal is for DBE and Commissioning Agent to work collaboratively together to provide a complete, usable, and fully functional building and building systems that are code compliant and that meet a Basis of Design and/or other design parameters applicable to the Project.

q. Prepare and complete punchlist work in conjunction with the District's Project Manager.

r. Prepare and provide the District and College record construction documents.

    a. DBE shall ensure the coordination of record drawings and specifications.

s. Administer and coordinate, on a daily basis, the work of all trade contractors the DBE hires to work on the Project including coordinating inspections, special inspections, and inspections by any Agency Having Jurisdiction on the project.

t. Enforce strict performance, scheduling, and notice requirements.

u. Document the progress and costs of the Project through industry standard reporting procedures, i.e., monthly reports, weekly OAC meeting minutes, weekly change order, contingency, allowance logs, etc.

5. CLOSEOUT

a. Ninety (90) days prior to the estimated Completion, the DBE shall hold a meeting to review maintenance manuals, guarantees, warranties, close-out submittals, bonds, and service contracts for materials and equipment. DBE shall also implement repair and replacement of defective items and extend service and maintenance contracts as desired by the District and College.

b. DBE shall compile operations and maintenance manuals, warranties/guarantees, and certificates.

c. Provide a final as-built space program listing all building spaces in an MSExcel spreadsheet using the California Community Colleges Space Inventory Handbook conventions. Work with college and District staff to properly identify and list data for all fields required for input to the FUSION database space inventory at the building profile and the room levels. If District desires Architect-Engineer to input data into the FUSION database, an Additional Service Authorization shall be negotiated.

d. Coordinate, prepare and submit all final required deliverables under Title 24 and anything else required by DSA for its final Project approval.

e. DBE shall obtain all required occupancy permits, coordinating testing, documentation, and governmental inspections and approvals, including DSA Closeout.

1. Submit a "Structural Testing and Inspections" list (T&I list), if applicable.
2. Confirm inspectors and testing labs proposed by District are DSA approved.
3. Submit plans and specifications to DSA and obtain DSA's "Approval of Plans" letter.
4. Obtain DSA approval of all addenda and any revisions to the plans.
5. Submit contract information form (DSA-102).
6. Submit for DSA approval, DBE approved deviations from the approved plans: Change Orders, Field Changes (RFIs, PCOs, etc.)
7. Obtain timely resolution and/or DSA approval on deviations approved by Architect-Engineer or advise District of Contractor noncompliance.
8. Resolve DSA field trip notes issues and advise District of any noncompliance issues.
9. Use reasonable efforts to resolve any outstanding issues related to the 90-day letter.

f. Preparation of accounting and closeout reports and occupancy plan reports.

BONDS REQUIRED:

As part of the RFP Response, each firm is required to provide evidence of available bonding capacity of $43,000,000 + 10% for this Project.

GENERAL CONTRACTOR'S LICENSE:

Responding DBE's must have a valid California Contractor's A or B License to submit qualifications for this project.

PUBLIC WORKS CONTRACTOR REGISTRATION:

Responding DBE's are required that all contractors participating in this RFP must register as public works contractor with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1

PREVAILING WAGES:

Respondent's attention is called to the requirements for payment of prevailing wages for work not covered by higher rates under the PSA.

PROJECT STABILIZATION AGREEMENT (PSA):

This project is subject to the District's PSA. The successful proposer and its trade subcontractors herby acknowledges, agrees, and hereby provides an enforceable commitment to the District that:

DBE and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Public Contract Code section 2600, Education Code section 81703 et seq.; or

DBE will agree to by bound by: (i) a project stabilization agreement ("PSA") entered into by the District that will bind all contractors and subcontractors performing work on the project to use a skilled and trained workforce; (ii) the extension or renewal of a PSA that was entered into by the District prior to July 1, 2020; or (iii) a PSA entered into by the DBE that will bind the DBE and all its subcontractors at every tier performing work on the project to use a skilled and trained workforce.

Information regarding the Contra Costa Community College District's Project Stabilization Agreement (PSA) can be found at the following link:

Project Stabilization Agreement, Amendment No. 1 and No. 2 (4cd.edu)