



ALAMO
COLLEGES
DISTRICT

PURCHASING AND CONTRACT ADMINISTRATION

December 12, 2025

ADDENDUM III

PURCHASE OF CONSTRUCTION PROJECT MANAGEMENT / PROGRAM MANAGEMENT SERVICES RFQ 2026-0078

- I. **QUESTION:** In the Alamo Colleges District Small Business Subcontracting Plan, Section 5, it asks us to list three certified SBEs that we notified regarding a portion of the work. If we are able to meet percentage goals by identifying two SBE firms, is that sufficient for this form?

ANSWER: For Section 5, identify at least three SBE firms that you reached out to for the particular service that you were seeking to subcontract. An SBE firm may not have been selected, for example, due to not responding to the bid. Having at least three SBE firms listed in section 5 shows that the prime contractor made an effort to work with an SBE firm with a copy of an email sent or notification letter about the potential opportunity.

- II. **QUESTION:** Do we need to demonstrate Good Faith Effort if a significant SBE percentage is achieved? If not, would you consider a firm that addresses requirements A or B on the SBE Plan to be compliant?

ANSWER: An effort needs to be demonstrated as a way of the prime contractor being held accountable in meeting a goal that they said they would meet. Documentation such as emails or letters, needs to be available to show what efforts were made to work with an SBE firm. SBE includes any local or non-local firm that is certified as an SBE, HUB, DIBE, DBE, MBE, WBE, or VBE firm. If a non-local certified firm is selected, proof of a certificate from the certifying agency in their city or state would be needed.

- III. **QUESTION:** Can Alamo Colleges confirm that projects within the Section 14.1 examples are not limited to the seven (7) year timeframe?

ANSWER: Yes, limited to a 7-year timeframe

- IV. **QUESTION:** The draft contract included within the RFQ is titled "ARCHITECT/ENGINEERING AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT ("ACCD") AND _____, ARCHITECT/ENGINEER ("AE")", references IDIQ for Architectural/ Engineering Services Agreement, as opposed to Project Management/Program Management Services as the RFQ is titled, and appears to be identical to the draft contract included in the AE Services RFQ released on October 10, 2025, and describes scope consistent with architectural design and engineering services throughout, including scope, and all of the Exhibits information. Please clarify if this is

the correct contract documentation for Program Management services and intended for execution with a Program/Project Management Firm. If so, is then the District requiring that the Program Management firm be an architecture and/or engineering firm?

ANSWER: The RFQ is for services which, depending on the project, may or may not require architect/engineer services. We attach a sample of an agreement for use by a project/program manager that is not performing any substantive professional design services for new construction. Any agreement not requiring architect/engineer services will use this attached form, modified at Exhibit A for the appropriate fee and at Exhibit B for the appropriate scope of services. If design professional services are required, the architect/engineer agreement attached to the RFQ will be modified to address the requisite scope of services for the specific project.

- V. **QUESTION:** Exhibit B states requirements for Performance and Payment Bonds. P&P Bonds are typically associated with contractor construction services, not professional services such as Program and Project Management. Please clarify if this requirement is as stated.

ANSWER: Performance and payment bonds will not be required.

- VI. **QUESTION:** 14.4.21 List all projects currently under contract that are in planning, programing, design, and/or construction stages for your firm and all proposed Project Team firms, and consultants. Identify current project phase including dollar value, list each full-time personnel assigned, and percentage of their time required, and anticipated completion date. Include joint ventures or partnerships. Can we limit to SA or Texas? This will be an extensive list for STV. , 14.4.22 List projects currently under contract for which planning, programing, design, and/or construction has not yet begun for your firm and all proposed firms, and consultants. Include dollar value and projected number of full-time personnel assigned and percentage of their time that will be required, indicate anticipated start and completion date by firm and consultants. Include joint ventures or partnerships. Can we limit to SA or Texas? This will be an extensive list for STV.

ANSWER: Yes, can be limited to either San Antonio, all of Texas, or nationally, whichever your firm prefers

- VII. **QUESTION:** 14.3.2 Provide the following information for each Firm on the Project Team,a. Education – Since this section is specific to the firms, what education information are you looking for? b. Experience – Firm and Individual I-What information are you looking for when you mention education and individual experience. (Since this question is about the firm as a whole and not individuals), II-Since we cover firm experience extensively in other sections, what experience are you specifically looking for in this question?

ANSWER: Prime Firm, Subconsultants and Project Team Members (Resumes)

- VIII. **QUESTION:** In the event we are selected as a result of the recent Architectural/Engineering/Master Planning RFQ, would we be precluded from serving as a sub-consultant team member with a firm that submits as the prime for this pursuit?

ANSWER: No

IX. **QUESTION:** Attachment B has the title of “Form Agreement between Owner and Architectural/Engineering/Construction Project Management/Program Management Services”; however, the contract included is strictly an Architect/Engineering Agreement between ACCD and the A/E and includes just A/E services. Will ACCD be issuing different contracts for Construction Project Management and Program Management services with appropriate and relevant scope of services?

ANSWER: We attach a sample of an agreement for use by a project/program manager that is not performing any substantive professional design services for new construction. Any agreement not requiring architect/engineer services will use this attached form, modified at Exhibit A for the appropriate fee and at Exhibit B for the appropriate scope of services. If design professional services are required, the architect/engineer agreement attached to the RFQ will be modified to address the requisite scope of services for the specific project.

X. **QUESTION:** Please confirm whether the information requested in 14.3.2 applies to prime firm only or prime firm and all subconsultants

ANSWER: Prime Firm, Subconsultants, and Project Team Members (Resumes)

XI. **QUESTION:** Please clarify what information is required for item 14.3.2 regarding Firm Education, Professional Activities, and Experience - Firm and Individual.?

ANSWER: Prime Firm, Subconsultants, and Project Team Members (Resumes)

XII. **QUESTION:** Please confirm that only resumes of key personnel need to be provided.

ANSWER: Yes, confirmed

XIII. **QUESTION:** Please confirm that each individual item of project information requested for 14.1 Criteria One: Offeror's Experience does not have to be separately labeled with a corresponding RFQ number as long as the required information is present

ANSWER: Yes, confirmed

XIV. **QUESTION:** In the Alamo Colleges District Small Business Subcontracting Plan, Section 5, it asks us to list three certified SBEs that we notified regarding a portion of the work. If we are able to meet percentage goals by identifying two SBE firms, is that sufficient for this form?

ANSWER: For Section 5 identify at least three SBE firms that you reached out to for the particular service that you were seeking to subcontract. An SBE firm may not have been selected, for example, due to not responding to the bid. Having at least three SBE firms listed in section 5 shows that the prime contractor made an effort to work with an SBE firm, with a copy of an email sent or notification letter about the potential opportunity.

XV. **QUESTION:** Section 11.6 states that any contracts resulting from the RFQ will be in the form attached. However, 11.6.1 states that the contract will be IDIQ for Project Management/Program Management Services. I believe the sample contract attached to the RFQ may be for the past AE RFQ. Please clarify as to what form of contract we will need to execute and whether there is a different form of contract for project/program management?

ANSWER: The RFQ is for services which, depending on the project, may or may not require architect/engineer services. We attach a sample of an agreement for use by a project/program manager that is not performing any substantive professional design services for new construction. Any agreement not requiring architect/engineer services will use this attached form, modified at Exhibit A for the appropriate fee and at Exhibit B for the appropriate scope of services. If design professional services are required, the architect/engineer agreement attached to the RFQ will be modified to address the requisite scope of services for the specific project.

XVI. **QUESTION:** Additionally, the insurance exhibit attached as Exhibit B states that performance and payment bonds will be required. This is unusual for program/project management. Will this be a requirement?

ANSWER: Performance and payment bonds will not be required

XVII. **QUESTION:** In RFQ Section 15.1.2, the SBE Subcontracting Plan is not listed among those items that do not count toward the page limit. Do the required SBE forms for Criteria 5 count toward the page limit?

ANSWER: SBE plan is outside of the total page limit

XVIII. **QUESTION:** Per the RFQ, insurance proof, subconsultant certifications, small business good-faith effort documentation, financial proof, and other items are required. Can Alamo Colleges please confirm that supporting documentation will not be included in the page count?

ANSWER: These should be outside of the total page limit

XIX. **QUESTION:** Page 19 of 28, Section 14.3.2 Provide the following information for each Firm on the Project Team: Names of Principals and percentage of ownership - Will you please clarify what is requested when you ask for names of Principals and percentage of ownership? Are you asking for a list of "primary" owners such as "officers of the company" and their percentage ownership?

ANSWER: Yes, a list of Principals and percentage of ownership such as "officers of the company" and their percentage ownership

XX. **QUESTION:** Can you please confirm whether Section 14.3.2 requires the Prime to submit the listed financial metrics (annual gross and net revenue totals for the past ten years) for all firms on the Project Team, including subconsultants, at the RFQ stage, or if subconsultant financial information may be deferred until shortlist or award?

ANSWER: Prime firm only

XXI. **QUESTION:** Given the page limitations, can you confirm whether the detailed information requested in Items 14.4.21 and 14.4.22 may be provided for the Prime Firm only, instead of including every subconsultant?

ANSWER: Prime firm only

XXII. QUESTION: Question: Attachment B is the required contract for AE (Architect/Engineering) firms and includes representations and scopes not relevant to Project/Program Management firms. Will a separate Contract for PM firms be provided, The sample Architect/Engineering Agreement starting on page 43 of the RFQ PDF is focused on A/E work, rather than the types of services requested for this opportunity. Is Alamo Colleges District preparing a contract more geared toward program management/construction management services?

ANSWER: We attach a sample of an agreement for use by a project/program manager that is not performing any substantive professional design services for new construction. Any agreement not requiring architect/engineer services will use this attached form, modified at Exhibit A for the appropriate fee and at Exhibit B for the appropriate scope of services. If design professional services are required, the architect/engineer agreement attached to the RFQ will be modified to address the requisite scope of services for the specific project.

“SEE ATTACHED SAMPLE AGREEMENT ON NEXT PAGE (Form Project Manager Program Agreement RFQ 2026-0078)”

*** Please acknowledge receipt of this Addendum III with your proposal. ***

REMINDER: If you are unable to access or download the proposal through the e-sourcing portal, please deliver a hard copy and a flash drive by the deadline to

The deadline for submittal of responses for this project is 2:00 pm (CT), December 18, 2025.

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Project Management / Program Management Services
RFQ # 2026-0078
Reception Desk
2222 N. Alamo St.
San Antonio, Texas 78215

**CONTRACT BETWEEN OWNER AND
CONSULTANT FOR
CONSTRUCTION PROJECT MANAGEMENT / PROGRAM
MANAGEMENT SERVICES**

**THE STATE OF
TEXAS**

§

§

**KNOW ALL MEN BY THESE
PRESENTS:**

COUNTY OF BEXAR

§

**THIS CONTRACT is made and entered into on this the ____ day of _____,
20__.**

BETWEEN THE OWNER:

Alamo Colleges District
2222 N. Alamo St., Room 303D
San Antonio, TX 78215

**Hereinafter referred to as ALAMO COLLEGES DISTRICT and/or OWNER
AND THE CONSULTANT:** _____

San Antonio, TX

Hereinafter referred to as PROJECT / PROGRAM MANAGER.

FOR THE PROJECT:

W I T N E S S E T H

WHEREAS, the [_____] ,
shall hereinafter be called the "PROJECT."

WHEREAS, Alamo Colleges District, has retained
[_____] hereafter, the "Design Team"
to provide architectural, engineering, and other professional design and related
services for the PROJECT.

WHEREAS, PROJECT / PROGRAM MANAGER has agreed to provide such services for the compensation provided herein generally at **Exhibit A** and/or in the individual purchase order(s) issued for the PROJECT;

WHEREAS, the Alamo Colleges District desires to contract with the PROJECT / PROGRAM MANAGER for project management / program management services in connection with the PROJECT and its individual items of construction work, all as hereinafter stipulated and generally described at **Exhibit B** and/or in the individual purchase order(s) issued for the PROJECT;

WHEREAS, the Alamo Colleges District desires to contract with the PROJECT / PROGRAM MANAGER for project management / program management services in connection with the PROJECT and its individual items of construction work, all as hereinafter stipulated and generally described at **Exhibit B** (hereafter, "Scope of Services" or "Services") and within the fixed limits of cost and compensation generally described at **Exhibit A** as established in this Contract and/or in the individual purchase order(s) issued for the PROJECT;

WHEREAS, the Alamo Colleges District may issue purchase orders for individual or all items of work as part of the PROJECT, and each purchase order shall be subject to the terms and conditions of this Contract as though fully written therein and attached hereto at **Exhibit C**;

NOW, THEREFORE, the OWNER and PROJECT / PROGRAM MANAGER, for and in consideration of the terms, covenants and conditions herein contained, the receipt and adequacy of such consideration being acknowledged by the parties to each other, do hereby contract as follows:

ARTICLE 1

PROJECT / PROGRAM MANAGER'S SERVICES AND RESPONSIBILITIES

1.1 The PROJECT / PROGRAM MANAGER shall perform all of its services agreed hereunder expeditiously and with care, skill and diligence in accordance with the applicable industry standard currently recognized in its profession for similar projects and as provided by competent PROJECT / PROGRAM MANAGER providing similar services practicing in the jurisdiction where the PROJECT is located and under the same or substantially similar circumstances.

1.2 The [] is the manager for this PROJECT, and unless otherwise specifically provided in this Contract, the PROJECT / PROGRAM MANAGER shall be the sole point of contact regarding all activities made a part of this Contract.

1.3 If not already established and described in this Contract, a Performance Schedule shall be agreed to by PROJECT / PROGRAM MANAGER and OWNER, and PROJECT / PROGRAM MANAGER shall agree to use its best efforts to complete all services hereunder in accordance with such performance schedule.

1.4 PROJECT / PROGRAM MANAGER agrees to perform the Scope of Services more specifically described in **Exhibit B** and/or in the individual purchase order(s) issued for the PROJECT and attached hereto at **Exhibit C**.

1.5 The Scope of Services will be authorized by the OWNER through issuance of a purchase order providing a brief description of: each item of work, the scope and schedule of services, any special terms and conditions, and the fee. PROJECT / PROGRAM MANAGER shall commence performance of the Services when directed by OWNER in writing.

1.6 PROJECT / PROGRAM MANAGER at such times and in such forms as OWNER may require, shall furnish OWNER such periodic reports as it may request pertaining to the Services undertaken pursuant to this Contract; and the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract shall be borne by PROJECT / PROGRAM MANAGER.

1.7 TIME IS OF THE ESSENCES FOR THE PROJECT.

1.8 The PROJECT / PROGRAM MANAGER must consult with the OWNER Design Team to coordinate the PROJECT / PROGRAM MANAGER'S Performance schedule for the PROJECT.

1.9 The PROJECT / PROGRAM MANAGER shall not engage, contract with, or use the services of any Sub-Consultants, without obtaining the prior written approval of the OWNER. The PROJECT / PROGRAM MANAGER shall submit to the OWNER for its approval, a report of the scope of services to be provided by each such Sub-Consultant, with the Sub-Consultant's acknowledgment thereof along with any other information requested by OWNER. No provision of this Contract and no approval by the OWNER of the scope of services to be provided by the Sub-Consultants shall be construed as an agreement between the OWNER and the Sub-Consultant of the PROJECT / PROGRAM MANAGER or in any way affect the responsibilities of the PROJECT / PROGRAM MANAGER hereunder. Unless otherwise agreed to in writing by the OWNER, the fees of any Sub-Consultants retained by the PROJECT / PROGRAM MANAGER shall be deemed covered by the fee to be paid by the OWNER to the PROJECT / PROGRAM MANAGER.

1.10 Conferences shall be held at scheduled intervals as directed by the OWNER as appropriate to coordinate required Services. The parties to this contract shall meet at the ALAMO COLLEGES DISTRICT Facilities Office (or at some other location

convenient to both), at such specific dates and times as mutually agreed.

1.11 The PROJECT / PROGRAM MANAGER shall examine the documents submitted by the OWNER and its Design Team and shall render decisions pertaining thereto promptly to avoid delay in the progress of the PROJECT.

1.12 The PROJECT / PROGRAM MANAGER shall furnish the required information and services and shall render approvals, recommendations, opinions, and decisions in a reasonable time for the orderly progress of the PROJECT and in a such a manner as to avoid unreasonable delay in the progress of the PROJECT.

1.13 The PROJECT / PROGRAM MANAGER must review, as applicable, the agreements related to the PROJECT between (i) the OWNER and Design Team and/or (ii) the OWNER and the Contractor for the PROJECT (collectively, "Project Contracts"). The PROJECT / PROGRAM MANAGER must act in a manner consistent with those Project Contracts so as not to cause a delay or any breach of the terms and conditions of the Project Contracts.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The OWNER may designate, in writing, the PROJECT / PROGRAM MANAGER, or his authorized representative, to act in the OWNER'S behalf with respect to certain aspects of the PROJECT.

2.2 OWNER may furnish information, surveys, reports, or services. All documents provided by OWNER or its representatives shall be provided for information only and are not warranted or represented to show the actual conditions at the PROJECT site accurately.

ARTICLE 3 REIMBURSABLE EXPENSES

Any services or supplies not included in the Services or specifically identified by the OWNER in writing to the PROJECT / PROGRAM MANAGER will require OWNER'S written approval prior to incurring additional services or expense. Approved reimbursable shall be invoiced at an approved negotiated amount and in no event shall that amount exceed the actual cost plus (10%) ten percent profit and overhead. Approved additional services shall be invoiced. No additional markup shall be allowed on additional services.

ARTICLE 4

COMPENSATION AND PAYMENTS TO THE PROJECT / PROGRAM MANAGER

4.1 The maximum amount for compensation and reimbursements for the PROJECT / PROGRAM MANAGER'S Services is provided herein at **Exhibit A** and/or in the individual purchase order(s) issued for the PROJECT attached hereto at **Exhibit C**.

4.2 Payments for preapproved Reimbursable Expenses to the PROJECT / PROGRAM MANAGER, as hereinafter referred to, shall be made following presentation, review, and approval of the PROJECT / PROGRAM MANAGER'S detailed invoice in duplicate along with other information requested by OWNER.

4.3 No addition shall be made to the PROJECT / PROGRAM MANAGER'S compensation based upon PROJECT construction claims, whether paid by OWNER or denied.

4.4 If any item of work or the PROJECT is abandoned or suspended or terminated, in whole or in part, PROJECT / PROGRAM MANAGER is to be paid for the services actually performed prior to receipt of written notice from the OWNER of such abandonment or suspension or termination.

4.5 The PROJECT / PROGRAM MANAGER'S invoices to OWNER shall provide complete information and documentation to substantiate PROJECT / PROGRAM MANAGER'S charges, and shall be in a form to be specified by the OWNER. All payments to the PROJECT / PROGRAM MANAGER shall be made on the basis of the invoices submitted by PROJECT / PROGRAM MANAGER and approved by OWNER. Should the OWNER request additional back-up material, PROJECT / PROGRAM MANAGER shall comply promptly with such request.

4.6 The OWNER reserves the right to correct minor errors that may be discovered in any invoice that may have been paid to the PROJECT / PROGRAM MANAGER and to adjust the same to meet the requirements of the Contract. Following approval of undisputed invoices, OWNER shall pay PROJECT / PROGRAM MANAGER promptly, within forty-five (45) days of receipt of the undisputed invoice; however, under no circumstances shall PROJECT / PROGRAM MANAGER be entitled to receive interest on amounts due, except as otherwise provided by law.

4.7 Payments to the PROJECT / PROGRAM MANAGER shall be made to the address on page 1 of this Contract.

4.8 If the Scope of Service of the purchase order and/or **Exhibit B** or the PROJECT / PROGRAM MANAGER'S Services are changed, the amounts of compensation may be adjusted by mutual agreement.

ARTICLE 5
PROJECT / PROGRAM MANAGER'S ACCOUNTING RECORDS

5.1 Records of PROJECT / PROGRAM MANAGER'S services rendered, direct personnel, sub-consultants and preapproved reimbursable expenses pertaining to the PROJECT, contracting information, and records of accounts between OWNER and PROJECT / PROGRAM MANAGER shall be kept on a generally recognized accounting basis and shall be available to OWNER or its authorized representatives. PROJECT / PROGRAM MANAGER shall also retain *all records*, which relate to the PROJECT or this Contract for a minimum of nine (9) years after completion of a purchase order. All records that relate to this PROJECT or this Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions to OWNER or its authorized representatives on four (4) business days' notice at the District's office described on page 1 of the Contract.

5.2 PROJECT / PROGRAM MANAGER shall insure that it maintains fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner that conforms to this Contract. OWNER may request said records at any time and PROJECT / PROGRAM MANAGER must promptly provide OWNER with the same. In the event that an audit by OWNER reveals any errors/overpayments by OWNER, then PROJECT / PROGRAM MANAGER shall refund to OWNER the full amount of such overpayments within three (3) days of such audit findings or request, or OWNER, at its option, reserves the right to deduct such amounts owed by OWNER from any payments due to PROJECT / PROGRAM MANAGER.

5.3 PROJECT / PROGRAM MANAGER agrees to: preserve all records related to this Contract; provide to the District at no cost all contracting information related to this Contract that is in the custody or possession of the PROJECT / PROGRAM MANAGER; and preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the District. Failure to comply with the provisions of Article 5 may result in the termination of this Contract if PROJECT / PROGRAM MANAGER knowingly or intentionally fails to comply with the requirements of this article or the provision of Texas Government Code 552, Subchapter J. If a PROJECT / PROGRAM MANAGER fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the PROJECT / PROGRAM MANAGER in writing of the failure and allow ten (10) business days to cure the violation. District may terminate this Contract if PROJECT / PROGRAM MANAGER fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

ARTICLE 6
OWNERSHIP AND USE OF DOCUMENTS

All PROJECT / PROGRAM MANAGER'S work product under this Contract, including, but not limited to, tracings, drawings, CAD diskettes, estimates, specifications, investigations, studies, reports, observations, inspections and other documents, completed or partially completed, shall be the property of the OWNER. PROJECT / PROGRAM MANAGER may retain copies. PROJECT / PROGRAM MANAGER shall be liable to OWNER for any loss or damage to any record documents while they are in the possession of or while being worked upon by the PROJECT / PROGRAM MANAGER or anyone connected with the PROJECT / PROGRAM MANAGER without cost to OWNER. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of PROJECT / PROGRAM MANAGER and shall be considered a Work for Hire assigned hereunder to OWNER.

ARTICLE 7

TERMINATION OF CONTRACT

7.1 This Contract may be terminated for cause by either party upon thirty days' written notice with right to cure, should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Any such notice shall contain specific facts indicating the failure and expectations for appropriate cure of the failure.

7.2 This Contract may be terminated for the OWNER'S convenience by the OWNER upon providing written notice to the PROJECT / PROGRAM MANAGER specifying the extent of termination and the effective date.

7.3 In the event of termination for any reason not the fault of the PROJECT / PROGRAM MANAGER, the PROJECT / PROGRAM MANAGER shall be compensated for all services performed to termination date, together with all preapproved reimbursable expenses then due.

7.4 OWNER may, without cause, order PROJECT / PROGRAM MANAGER in writing to suspend, delay, postpone, abandon, or interrupt the Services in whole or in part for such period of time as OWNER may determine. In the event of termination, postponement, delay, suspension, abandonment, or upon OWNER'S request, the PROJECT / PROGRAM MANAGER shall deliver to the OWNER all plans, drawings, specifications, reports, and other data and records pertaining to the PROJECT and take other actions as directed by the OWNER.

7.5 Termination, postponement, delay, suspension, or abandonment shall not give rise to any cause of action or claim against the OWNER for damages, extra remuneration or loss of anticipated profits, except for compensation for all authorized services and reimbursement for all preapproved expenses incurred prior to written notification of such termination, postponement, delay, suspension, or abandonment.

7.6 OWNER Revenues. OWNER commits only its current revenues hereunder, as required by Texas law. OWNER retains the continuing right to terminate this Contract without liability for said termination at the expiration of each budget period during the term of this Contract. OWNER will make best efforts to obtain and appropriate funds to meet OWNER'S obligations under the Contract, consistent with the maintenance of reasonable reserves.

ARTICLE 8 **SEVERABILITY**

If any one or more of the provisions contained in this Contract, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 9 **SUCCESSORS AND ASSIGNS**

The PROJECT / PROGRAM MANAGER or OWNER shall not assign, sublet, or transfer any interests in this Contract without the written consent of OWNER. Any assignment without such written consent shall be void and have no effect.

ARTICLE 10 **EXTENT OF CONTRACT**

10.1 Except for incorporation by reference and as stated herein, this Contract represents the entire and integrated agreement between the OWNER and PROJECT / PROGRAM MANAGER and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.2 Nothing contained herein shall be deemed to create any contractual relationship between the PROJECT / PROGRAM MANAGER and any of the Contractors, Subcontractors, or material suppliers on the PROJECT. This Contract is for the sole benefit of the parties hereto and nothing herein shall create, give, or be construed to give any third party any legal or equitable claim or right of action. There are no third-party beneficiaries to this Contract.

ARTICLE 11 **AMENDMENTS**

This Contract, representing the entire agreement between the parties, may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 12
RESERVED

12.1 Reserved.

12.2 Reserved

ARTICLE 13
INSURANCE AND INDEMNIFICATION

13.1 **THE PROJECT / PROGRAM MANAGER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALAMO COLLEGES DISTRICT AND ITS TRUSTEES, EMPLOYEES, AND AGENTS (THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITY, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH ARISE OUT OF OR ARE CAUSED BY THE ACTS OR OMISSIONS OF THE PROJECT / PROGRAM MANAGER, EXCEPT TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENCE OF THE INDEMNITEES.**

13.2 The PROJECT / PROGRAM MANAGER shall purchase and maintain in the minimum amounts enumerated herein, such insurance as will protect the OWNER and PROJECT / PROGRAM MANAGER'S performance of Services under this Contract, and provide proof of same to OWNER prior to issuance of a purchase order and commencement of Services. Such claims shall include claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed, claims for damages because of bodily injury, occupational sickness or disease, or death of PROJECT / PROGRAM MANAGER'S employees under any applicable statutory employers liability law, claims for damages because of bodily injury or death of any person other than PROJECT / PROGRAM MANAGER'S employees, claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly related to the employment of such person by the PROJECT / PROGRAM MANAGER, or (2) by any other person, claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom, claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, and claims for professional liability/errors and omissions.

A. Comprehensive General Liability

\$1,000,000.00

- | | |
|--|-----------------|
| B. Comprehensive Automobile Liability | \$1,000,000.00 |
| Where limits established in A & B above do not exceed \$2,500,000, an excess umbrella liability coverage of \$3,000,000 shall be provided. | |
| C. Workman's Compensation | Statutory Limit |
| Employers Insurance | \$1,000,000.00 |
| D. Professional Liability/
Errors and Omissions | |
| \$1,000,000.00 | |

The foregoing policies must contain a provision that coverages afforded under the policies will not be canceled until at least thirty days' written notice has been given to the OWNER. Insurance policies and declarations showing such coverages to be in force shall be filed with the OWNER prior to issuance of purchase order and commencement of Services. In the case of professional liability insurance, the PROJECT / PROGRAM MANAGER shall agree, herewith, that this insurance, in the limits and conditions set forth, shall remain in force during the term of this Contract and for four (4) years after the acceptance of this PROJECT by the OWNER. The PROJECT / PROGRAM MANAGER will be required to submit evidence in the form of policies and declarations in effect through that time. Insurance shall be written by companies authorized to transact business in the State of Texas, rated AMBEST B+ or better, and acceptable to the OWNER. The OWNER shall be named as additional insured on all liability policies, except professional liability policy and Worker's Compensation. All required minimum coverages stated above shall be both per-occurrence and annual aggregate. All such policies shall state Alamo Community College District as a named additional insured with waiver of subrogation.

13.3 The Approval by the OWNER wherever required herein shall not relieve the PROJECT / PROGRAM MANAGER of professional responsibility for negligence, errors and omissions and compliance with the provisions of this Contract.

13.4 OWNER reserves the right to review the insurance requirements of this Contract at any time and to adjust the lines of insurance coverage and their limits when deemed necessary and prudent by OWNER. PROJECT / PROGRAM MANAGER agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either party to this Contract or upon the underwriter of any such policy provisions). Upon written request by OWNER, PROJECT / PROGRAM MANAGER shall exercise reasonable efforts to accomplish such changes in policy lines of coverage; and upon written request by PROJECT / PROGRAM MANAGER, OWNER shall pay Contractor

for all extra costs, without any markup, incurred in effecting the changes to the policies.

ARTICLE 14

COMPLIANCE WITH LAWS AND ORDINANCES

The PROJECT / PROGRAM MANAGER, and its sub-consultants, agents, and employees shall comply with applicable federal and state laws and the ordinances of the City of San Antonio and other governmental authorities having jurisdiction over this PROJECT. Unless, the PROJECT / PROGRAM MANAGER provides professional design services or construction services there are generally no licenses or permits that are required to provide the contemplated Services. Nonetheless, the PROJECT / PROGRAM MANAGER is solely responsible for complying with any licensing requirements and/or permitting requirements necessary to perform the Services.

ARTICLE 15

DISTRICT STANDARDS

15.1 The PROJECT / PROGRAM MANAGER agrees to abide by all applicable Alamo Colleges District's policies, including, without limitation, those relating to financial, ethics, and accountability.

15.2 PROJECT / PROGRAM MANAGER represents that it will secure at its own expense, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with OWNER.

15.3 All of the Services required hereunder will be performed by PROJECT / PROGRAM MANAGER or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under applicable Federal, State and Local law to perform such services.

15.4 PROJECT / PROGRAM MANAGER agrees to the following regarding any employees assigned to work at Alamo Colleges District's premises on a regular basis. PROJECT / PROGRAM MANAGER agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act ("FLSA") and the Immigration Reform and Control Act of 1986. PROJECT / PROGRAM MANAGER agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. PROJECT / PROGRAM MANAGER agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace. PROJECT / PROGRAM MANAGER represents and warrants that any worker it assigns to the PROJECT shall have passed the criminal background check. PROJECT / PROGRAM MANAGER agrees to certify in writing at the request of

Alamo Colleges District its compliance with any of its obligations in this Contract.

15.5 It is the policy of Alamo Colleges District to encourage the use of small business/demographically certified vendors to assist the College and District departments in the implementation of this policy through race, ethnicity, and gender-neutral means. The purpose of this program is to ensure that certified firms are provided with the maximum practicable opportunity to participate in all purchasing and contracting opportunities. PROJECT / PROGRAM MANAGER shall use their best efforts to implement this policy.

ARTICLE 16
ENFORCEMENT, VENUE, GOVERNING LAWS, AND NOTICES

16.1 The parties agree that this Contract and any amendments thereto shall be governed by Texas law. Notwithstanding anything appearing elsewhere to the contrary, all questions of OWNER powers, privileges and immunities (including immunity from suit and damages), choice of law, limitations periods, access to courts and liability for attorney's fees shall be governed by the internal laws and regulations of the State of Texas, and none of such shall be deemed waived by reason of execution of this Contract. The parties hereby agree and stipulate to the jurisdiction and venue of the courts of competent jurisdiction of Bexar County, Texas or the United States District Courts for the Western District of Texas for any matter related to this Contract..

16.2 All notices and correspondence to OWNER or PROJECT / PROGRAM MANAGER concerning this Contract, shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

To Alamo Community College District:

Vice Chancellor for Finance and Administration
Alamo Colleges District
2222 N. Alamo St.
San Antonio, TX 78215

2222 N. Alamo St.,
San Antonio, TX 78215

With a copies to:

Project Manager

and

Ross Laughead, J.D.
General Counsel
Office of Legal Services
2222 N. Alamo St.,
San Antonio, TX 78215

To PROJECT / PROGRAM MANAGER:

Attn: _____, _____

Fax _____

ARTICLE 17

TERM

17.1 This Contract shall begin upon issuance of a Notice to Proceed and/or as described in the applicable purchase order for the PROJECT, which may be a one (1) to five (5) year term (or PROJECT, duration, whichever is longer) with up to three (3) extensions, in the sole discretion of the Alamo Colleges District, for up to a one (1) year time period per extension.

17.2 PROJECT / PROGRAM MANAGER understands that the PROJECT Performance Schedule is of critical importance and agrees to undertake all reasonable efforts to expedite the performance of service required herein so that the PROJECT will proceed as scheduled. In this regard, PROJECT/ PROGRAM MANAGER shall proceed with sufficient qualified personnel necessary to fully and timely accomplish all Services required under this Contract in the highest professional manner.

ARTICLE 18

FINANCIAL INTEREST PROHIBITED

18.1 PROJECT / PROGRAM MANAGER covenants and represents that PROJECT / PROGRAM MANAGER, any sub-consultants, their officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be

recommended or required for the construction of the PROJECT. PROJECT / PROGRAM MANAGER PROJECT / PROGRAM MANAGER will be prohibited to buy or receive as a gift any product materials or equipment from the Contractor.

18.2 No member of OWNER'S Board of Trustees and no other officer, employee, or agent of the OWNER, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of this Contract shall have any personal financial interest, direct or indirect, in PROJECT / PROGRAM MANAGER or this Contract; and PROJECT / PROGRAM MANAGER shall take appropriate steps to assure compliance.

18.3 PROJECT / PROGRAM MANAGER warrants and represents that it has no conflict of interest associated with OWNER of this Contract. PROJECT / PROGRAM MANAGER further agrees that it will not employ an individual with a conflict of interest as described herein.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Unless otherwise provided in this Contract, the PROJECT / PROGRAM MANAGER and PROJECT / PROGRAM MANAGER'S consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous or toxic materials as defined by the Environmental Protection Agency (EPA).

19.2 In the event of any dispute, claim, question, or disagreement arising out of or relating to this Contract prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

19.3 Waiver. The failure of OWNER or PROJECT / PROGRAM MANAGER to insist upon strict performance of any of the terms, conditions, and provisions of this Contract shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Contract.

19.4 Further Assurances. The Parties will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including

certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to Contract or for the purpose of establishing compliance with the representations and obligations of this Contract.

19.5 Cooperation. OWNER reserves the right to let other contracts in connection with this PROJECT or services related thereto and PROJECT / PROGRAM MANAGER shall cooperate with all other contractors and shall properly coordinate its Services with theirs.

19.6 RFQ 2026-0078. The terms and conditions as established in RFQ 2026-0078 “Indefinite Delivery, Indefinite Quantity (IDIQ) Construction PROJECT / PROGRAM Management Services” and its attachments are incorporated as if fully written herein. Should a conflict exist between the proposal and this Contract or any purchase orders, the more stringent requirement shall apply. Additionally, the undersigned PROJECT / PROGRAM MANAGER represents, warrants, acknowledges, affirms, and certifies that they are and will remain in compliance with all the provisions from Attachment D of RFQ 2026-0078, as required by law and as applicable for the Services set forth in this Contract, as the case may be.

19.7 Counterparts. To facilitate execution, this Contract and any addendum may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

19.8 Survival Clause. The indemnity and insurance obligations of PROJECT / PROGRAM MANAGER under this Contract shall survive the expiration or termination of this Contract.

19.9 Incorporation of Whereas clauses. The WHEREAS clauses set forth above are incorporated into the terms of this Contract, as if fully set forth herein, and they are intended to be part of the terms and conditions of this Contract.

19.10 Independent Contractor. PROJECT / PROGRAM MANAGER is an independent contractor and not an employee or agent of OWNER and has no power to bind OWNER in any way.

19.11 Governmental Functions. PROJECT / PROGRAM MANAGER

acknowledges and stipulates that this Contract, the Services, and PROJECT covered by this Contract are part of the governmental functions of the District.

19.12 Arbitration, Limitations, Disclaimers, and Waivers. Notwithstanding anything appearing elsewhere to the contrary, this Contract is modified to delete: (a) any requirement of mandatory arbitration; (b) any reduction in the applicable statute of limitations or statute of repose; and (c) any waiver, release or discharge of a right, obligation, remedy or claim belonging to OWNER; (d) any assumption of the risk by OWNER; (e) any disclaimers of implied or express warranties by PROJECT / PROGRAM MANAGER; and (f) any limitations of liability for the benefit of PROJECT / PROGRAM MANAGER.

19.13 Extent of Contract. This Contract including Exhibit A, B, & C, which are attached hereto and incorporated herein as part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed and the OWNER'S signature, which shall occur last, is made on this ____ day of _____, 202__, which is the effective date.

CONTRACTOR:

OWNER:

Alamo Community College District

By: _____

By: _____

Name: _____

Name: _____

Capacity: _____

Capacity: _____

[Exhibit A, B, & C to Follow]

EXHIBIT A
SUMMARY OF FEES / COMPENSATION

FOR PROJECT MANAGEMENT / PROGRAM MANAGER SERVICES, as described in the Scope of Services Section at Exhibit B, compensation shall be computed as follows:

- ☐ On an hourly basis, at the PROJECT / PROGRAM MANAGER'S standard hourly rates attached as Exhibit "A1" to this Contract. These rates shall remain in effect for the Term of the Contract; however, the parties may conduct a review of the rates at a mutually agreeable time. Any adjustments must be mutually agreed to by the OWNER and the PROJECT / PROGRAM MANAGER.
- ☐ As a percentage basis in the amount of ____ % of the Cost of the Work for the PROJECT.
- ☐ As a lump sum fee not to exceed in the amount of \$_____

[End of Section]

EXHIBIT B

SCOPE OF SERVICES

(SAMPLE NEW CONSTRUCTION PROJECT MANAGEMENT SERVICES)

Subject to the terms and conditions of this Contract, PROJECT / PROGRAM MANAGER shall provide all the necessary personnel, equipment, and/or materials in order to provide the following Services for the PROJECT:

Preconstruction services.

1. Review and consultation of preliminary plans and specifications:

All preliminary plans and specifications prepared by OWNER'S Design Team will be reviewed with respect to evaluating materials and systems chosen for the PROJECT. PROJECT / PROGRAM MANAGER will advise the OWNER and/or the Design Team as to:

- 1.1. Availability of materials specified;
- 1.2. Projected costs of the systems contemplated;
- 1.3. Alternate materials and/or construction techniques;
- 1.4. Potential problem areas;
- 1.5. Areas for possible cost savings;
- 1.6. Opportunities for shortening the time span for construction; and
- 1.7. Building Department requirements
- 1.8 Assist in project/program cash flow projections; prepare exhibits and presentation materials for public consumption.
- 1.9 Work with OWNER to establish accounting and reporting methods.
- 1.10 Establish document controls system and manage use of the system by project teammates.

2. Preparation of preliminary cost budget:

PROJECT / PROGRAM MANAGER will prepare a cost estimate for the PROJECT based upon preliminary plans and specifications. The cost estimate will be updated monthly; and as drawings and specifications are developed. PROJECT / PROGRAM MANAGER shall collaborate with the OWNER'S Design Team, to reduce construction costs and time in a manner which is consistent with the PROJECT requirements and sound construction practices.

3. Construction Consulting Services:

During the preconstruction phase, PROJECT / PROGRAM MANAGER will provide

or obtain: as recommended, feasibility and site exploration studies; qualified personnel in estimating and construction analysis; scheduling analysis; full time or as required, to work along with the OWNER'S Design Team. PROJECT / PROGRAM MANAGER will prepare a preliminary design and construction schedule to assist the OWNER. PROJECT / PROGRAM MANAGER will establish a bid proposal process to assist in any necessary procurement efforts for the PROJECT and will work with a general contractor selected by the OWNER. PROJECT / PROGRAM MANAGER will help the owner negotiate the contractor's terms, liquidated damages, and/or fee structure and it will completely detail the contractor's services relative to its fees and the PROJECT requirements.

PROJECT / PROGRAM MANAGER shall also perform the following services:

- 3.1 Provide evaluation of program and budget requirements in conjunction with Design Team;
- 3.2 Oversee progress activities of the Design Team;
- 3.3 Provide Quality Control checking of Design Team submission documents. Prepare written review and maintain follow-up log for quality assurance.
- 3.4 Arrange meetings and design sessions to facilitate design input by all end users including administration, staff, teachers, directors, support services, and students.
- 3.5 Review estimates, budgets and time lines prepared by the Design Team and/or Contractor and produce a report identifying any variances along with recommendations for resolving such variances to the OWNER.
- 3.6 Advise on use of materials, site use, building systems, construction feasibility, time requirements, value engineering, scheduling, and cost control.
- 3.7 Develop, in consultation with OWNER, requirements for furniture for each facility. Manage furniture procurement.
- 3.8 Manage move coordination activities, including portable buildings, instructional materials, furniture, shop equipment, personal belongings, etc.
- 3.9 Assist with coordination of OWNER Furnished OWNER Installed (OFOI) and OWNER Furnished Contractor Installed (OFCI) items.
- 3.10 Coordinate contract documents for OWNER. Work with OWNER legal counsel on the preparation of contract forms as needed for the PROJECT.
- 3.11 Assist the OWNER in developing bidder pre-qualifications, issuing bid documents, conducting pre-bid conferences, receiving bids, bid analyses, and recommending awards as needed for the PROJECT.
- 3.12 Assist OWNER in procurement of material testing labs, air balancing services and other necessary construction-phase consultants not provided through the Design Team and as needed for the PROJECT.
- 3.13 Assist OWNER in pre-award conferences and contracts as needed for the PROJECT.
- 3.14 Provide value engineering.
- 3.15 Advise and coordinate methods for contractor selection and construction delivery (competitive bid, competitive sealed proposal, construction manager-at-risk, etc.).
- 3.16 Provide recommendations with regard to accelerated or fast-track scheduling,

procurement, or phased construction.

4. Construction Manager at Risk, Guaranteed Maximum Price Proposal:

For those PROJECTS, which involve a Construction Manager at Risk, Guaranteed Maximum Price Proposal, PROJECT / PROGRAM MANAGER will review and ensure that the Guaranteed Maximum Price Proposal (GMP) is in compliance with the OWNER'S requirements. PROJECT / PROGRAM MANAGER shall also:

- 4.1. Advise Owner if the proposed prices submitted are complete, reasonable, and consistent for the PROJECT;
- 4.2. That there is no overlap or omission between trades;
- 4.3. Evaluate the proposed schedule to establish that it is a detailed critical path method schedule for the PROJECT;
- 4.4 Evaluate, if any, proposed subcontractors, bids issued to the public, responses to the bids, reviewing the bids for the best value for the OWNER and for contract compliance, and making recommendations regarding the same to the OWNER.

5. Contract preparation and pricing:

PROJECT / PROGRAM MANAGER will protect the OWNER through experienced contract preparation assistance, against incorrect uses of units, improper requisitions, inadequate insurance, failure to meet schedules, improper construction, and failure to comply with applicable laws. The preparation and evaluation of contracts and GMPs will include evaluations and recommendations to protect the OWNER against cost escalation and exorbitant proposals for the original scope of work and required changes, if any. PROJECT / PROGRAM MANAGER shall also:

- 5.1 Provide regular monitoring of approved estimates of construction costs and maintain cost accounting records.
- 5.2 Provide monthly financial briefings and summaries of all project costs;
- 5.3 Review and comment on the accuracy and reliability of pricing provided by contractors or others.

Construction Services.

6. Project planning to reduce construction time:

PROJECT / PROGRAM MANAGER shall explore every avenue for reducing the time span required for completing the PROJECT and make recommendations regarding the same. This activity will concentrate in four areas:

- 6.1. Pre-ordering of critical materials and equipment;
- 6.2. Scheduling of subcontractors to insure maximum productivity;
- 6.3. Recommending substitutions of poor delivery items;
- 6.4. Prestocking the PROJECT.

7. Provide a detailed review and comments on construction schedules with

guaranteed completion dates:

PROJECT / PROGRAM MANAGER will review and make recommendations regarding the Contractor's proposed comprehensive schedule. PROJECT / PROGRAM MANAGER shall review and comment to the OWNER regarding each monthly schedule or amendment thereto including but not limited as to:

- 7.1. Scope of work for each subcontractor;
- 7.2. Starting and completion dates;
- 7.3. Status of long-lead time materials and equipment;
- 7.4. Progress to date and revision analysis to make up for any delays;
- 7.5 Evaluations for accuracy, acceleration, delays, and timely completion.

8. Supervision of contractor and/or subcontractors and coordination of project team:

PROJECT / PROGRAM MANAGER is obligated to advise the OWNER on matters including giving instructions and advice to Contractor and their subcontractors and the Design Team as may be necessary to coordinate a successful PROJECT completion. All contractors and subcontractors must be closely supervised through to the completion of the PROJECT to insure that the materials furnished and the work performed are in accordance with drawings, specifications, and contract terms. PROJECT / PROGRAM MANAGER will also coordinate and monitor the performance of the contractor and their subcontractors to insure that the PROJECT remains on schedule. PROJECT / PROGRAM MANAGER shall also:

- 8.1 Assist the Design Team in the administration of the contract for construction.
- 8.2. Provide administrative, management and related services to monitor, observe and evaluate work of the contractor, testing labs, and Design Team.
- 8.3 Coordinate the services of all members of the Design Team, surveyors, testing labs and other consultants.
- 8.4 Assist in verifying that all work conforms to contract documents. Follow-up on deficiencies identified during observations by Design Team, OWNER, PROJECT / PROGRAM MANAGER or others.
- 8.5 Assist Design Team in contract interpretations and OWNER intent.

9. Conduct job meetings and coordinate all parties concerned with the PROJECT:

PROJECT / PROGRAM MANAGER will hold all required job meetings to be attended, as required, by the contractor and their subcontractors, the OWNER'S Design Team, the OWNER and/or OWNER'S representative and others, as necessary. Job meeting will include, but will not be limited to, the following subjects:

- 9.1. Job progress and schedule performance;
- 9.2. Procedures;
- 9.3. Coordination between subcontractors and others;
- 9.4. Present and anticipated problems;

- 9.5 Updates to scheduling and/or costs;
- 9.6. Open items and questions.

Minutes will be taken at each job meeting and distributed to all participants.

10. Maintain a construction supervision and inspection staff for the PROJECT:

PROJECT / PROGRAM MANAGER will maintain construction supervision, observation, and inspections for the PROJECT for the benefit of the OWNER. This supervision and inspection effort shall exist throughout all phases of the PROJECT and include performing weekly construction observations and issuing weekly reports regarding the same.

11. Monitor all testing and inspections:

PROJECT / PROGRAM MANAGER will monitor and coordinate all inspection and testing to be performed in accordance with the requirements of the technical sections of the specifications and as required by authorities having jurisdiction on the PROJECT. PROJECT / PROGRAM MANAGER will to the greatest extent possible act as witnesses of all such tests and maintain accurate records of each test or inspection and the findings reported. PROJECT / PROGRAM MANAGER shall also

11.1 Assist in obtaining permits.

11.2 Facilitate Design Team and OWNER checkouts of utilities and assist in initial start-up and testing of systems.

11.3 Coordinate the demonstration and training for equipment and services/

11.4 Ensure follow up and correction of all items that do not pass inspections or are otherwise noted as deficiencies.

12. Handle, evaluate, and advise the Owner on all changes in scope of work:

PROJECT / PROGRAM MANAGER will receive all work changes, project their effect on the PROJECT as to time and cost, and advise the OWNER. All change orders will be coordinated, at a minimum, as follows:

12.1. From contractor and his subcontractors—review quantity, material and labor changes, and costs. Consult design team, and, after mutual agreement, submit recommendations to the OWNER;

12.2. From the Design Team or OWNER—review scope of changes proposed and make recommendations to the OWNER regarding their practicability, cost, and impact on job schedule;

12.3. Due to field/site conditions—changes necessitated by field/site conditions will be initiated by contractor. After consulting with the Design Team and appropriate contractors, and/or subcontractors, the required changes will be presented to the OWNER. No changes will be made that are at variance with contract documents without the OWNER'S approval.

13. Receive and evaluate all information submitted by the contractor and its subcontractors:

13.1. PROJECT / PROGRAM MANAGER will receive, review, and evaluate all data shop drawings, product data, samples, and other submittals by the contractors, such as unit price breakdowns, delivery schedules, material lists, and the like and assist OWNER and/or Design Team with approval or rejection of same;

13.2. Supervise the submission of all shop drawings, product data, submittals, samples, and brochures in accordance with contract documents;

13.3. Expedite all submissions to insure availability so as not to delay the progress of the work;

13.4. Establish and maintain a complete file of all documents, shop drawings, samples, etc.; and

13.5 Review, monitor for timely responses and make recommendations to OWNER on all requests for changes or information (Proposal Requests, Request for Information, Supplemental Instructions, etc.) for the PROJECT.

14. Supervise and insure completion of punch list items, warranty, and post completion items:

PROJECT / PROGRAM MANAGER will prepare a punch list, in conjunction with the OWNER and the Design Team, indicating all items remaining to be accomplished. PROJECT / PROGRAM MANAGER will then insure that all punch list items are completed in an expeditious and satisfactory manner. Punch list is required to be completed within 30 days of substantial completion unless otherwise agreed to by the OWNER and Contractor. PROJECT / PROGRAM MANAGER shall perform the following services:

14.1 Coordinate the timing and conditions for furniture delivery and installation with Contractor and OWNER schedules.

14.2 Facilitate Design Team in substantial and final completion inspections, and furnishing to OWNER guarantees, training, affidavits, releases, bonds, keys, manuals, record drawings, and maintenance stocks.

14.3 Review closeout documents for thoroughness and compliance with project requirements. Address missing items with Contractor and Design Team.

14.4 Assist Design Team in project closeout.

14.5 Represent the OWNER during final inspections and walk-through.

14.6 Establish protocol for reporting warranty deficiency

14.7 Initiate and handle through completion and correction all warranty claims and the correction of defective work identified prior to final completion.

14.8 Establish and implement a tracking system for all warranty items and corrective action items.

14.9 Coordinate and participate in 11-month warranty walk through and review.

14.10 Initiate and handle through completion and correction all warranty claims identified during the 11-month warranty walk through.

1.6.2.6 Prepare warranty phase transition plan for OWNER responsibility of future

warranty needs.

Project Administrative Services

15. Prepare and control all monthly payment schedules:

15.1. Consult with the contractor and/or its subcontractors and evaluate the Contractor's schedule of estimated values of the all of the work totaling the amount of the contract;

15.2. Review and make recommendations for the initial Schedule of Values and approval of progress payments and final payments in accordance with the OWNER'S procedures and the construction contract;

15.3. All applications for payment will be submitted through the District's office according to established District procedures;

15.4. Provide a recommendation to maintain retainage, deductions, offsets, or other items that may be withheld pursuant to the contractor's contract.

15.5 Assign job accounting code to each invoice transaction for accurate accounting of costs.

16. Maintain a complete record keeping system:

PROJECT / PROGRAM MANAGER will develop a PROJECT record system that will maintain for the OWNER all necessary PROJECT information on a timely basis. Records will include, but will not necessarily be limited to:

16.1. Daily logs;

16.2. Progress schedules;

16.3. Manpower breakdowns;

16.4. Monthly costs status;

16.5. Quantity information;

16.6. Material lists;

16.7 Costs Schedules, and maintenance schedules;

16.8. Shop drawing logs;

19.9 Contract documents, addenda, change orders, and other modifications.

A summary of this information will be submitted in a monthly report to the OWNER.

17. Assemble and coordinate all project documents and records:

17.1. Assemble all guarantees, warranties, lien releases, operating manuals, drawings, insurance policies, and other information as required by the contract documents, and forward them to the OWNER or his representative at PROJECT upon receipt;

17.2. Receive, check, and forward to the OWNER for approval all releases of claims and other documents required prior to the issuance of substantial and final certificate of completion and final payments to the contractor and/or its subcontractors;

17.3. Make recommendations on the withholding of payments to the contractor, the Design Team and/or their subcontractors where deemed necessary to protect the

OWNER.

18. Submit a consolidated monthly invoice for all work performed:

PROJECT / PROGRAM MANAGER will submit to the OWNER at the end of each month a detailed consolidated invoice for all work completed and approved for payment according to established procedures. The consolidated invoice will summarize all individual contractor invoices which will be submitted accordingly to the OWNER'S requirements and organized to allow expeditious review by the OWNER. An updated payment schedule for each contractor will be provided along with the summary invoice showing the status of payments.

19. Insurance coverage and bonding to be provided:

19.1. PROJECT / PROGRAM MANAGER will see to it that the contractor and/or its subcontractors provide the necessary insurance and bonding depending upon the PROJECT requirements and/or OWNER'S requirements.

20. General Provisions:

20.1 PROJECT / PROGRAM MANAGER agrees to: assist in arranging for delivery, storage, protection, and security of OWNER purchased materials, systems, and equipment;

20.2 PROJECT / PROGRAM MANAGER agrees: to furnish the skill and judgment of its organization in the performance of the Contract; to provide PROJECT / PROGRAM MANAGER'S knowledge, ideas, experience and abilities relating to the planning of the construction of the PROJECT; to furnish business administration and superintendence; to provide guidance in the preparation of plans and specifications; to review the plans and specifications as they are developed and make recommendations for changes where necessary to conform to OWNER'S objectives as to cost, quality and time; and to arrange for an adequate supply of workers and materials to complete the Services in an expeditious and economical manner consistent with the interests and objectives of OWNER. PROJECT / PROGRAM MANAGER understands that it is OWNER'S intent to construct the PROJECT at a reasonable cost and in the most expeditious fashion given budgetary considerations. Accordingly, PROJECT / PROGRAM MANAGER shall, consistent with good construction practices, (i) maintain the cost level of the PROJECT at the lowest possible point consistent with good construction practices, (ii) carry out OWNER'S intent and direction of the PROJECT and (iii) achieve the most rapid and efficient construction and completion of the PROJECT. PROJECT / PROGRAM MANAGER will bring to OWNER'S attention any possibilities for savings that may present themselves during the course of the PROJECT.

20.3 PROJECT / PROGRAM MANAGER shall advise and assist OWNER on all matters concerning the PROJECT upon which OWNER requests advice and assistance and also about all matters concerning which PROJECT / PROGRAM MANAGER, being familiar with the construction industry, might normally be

consulted. All recommendations to be rendered by PROJECT / PROGRAM MANAGER to OWNER shall be in writing where possible, stating advantages and disadvantages and evaluating alternatives and shall be in sufficient detail to enable OWNER to analyze such recommendations and make informed decisions with respect thereof. PROJECT / PROGRAM MANAGER shall furnish the services of its officers, schedulers, estimators, accountants, and clerical help as OWNER may reasonably deem desirable for consultation, opinions, estimating, engineering (other than design engineering), reporting, scheduling, and construction procedure services during the course of the PROJECT.

20.3 PROJECT / PROGRAM MANAGER shall also perform the following services: (i) prepare monthly Bond or other update reports for consumption by Board of Trustees, Chancellor and college Presidents; (ii) provide consultation to the District and its Board, Administration, Staff and Committees; (iii) attend meetings; (iv) assist in developing revisions to previous recommendations; and (v) attend and present PROJECT related information and items to the District's Board, Committees, Chancellor and/or Presidents;

[End of Section]

EXHIBIT C
PURCHASE ORDER

SAMPLE