

Attachment E

CONSTRUCTION MANAGER AT RISK PROJECT DELIVERY PROGRAM

POLICY GUIDELINES



County of Monterey
Public Works, Facilities, and Parks
December 9, 2025



COUNTY OF MONTEREY

**CONSTRUCTION MANAGER AT RISK
PROJECT DELIVERY PROGRAM
POLICY GUIDELINES**

December 9, 2025

**Adopted by the
Board of Supervisors
of the County of Monterey**

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COUNTY OF MONTEREY
CONSTRUCTION MANAGER AT RISK PROJECT DELIVERY PROGRAM
POLICY GUIDELINES
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SECTION 1 - GENERAL RESPONSIBILITIES

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§1.1-101 Policy and Process Overview

The County of Monterey (County), through the Board of Supervisors (hereinafter "Board"), will conduct all Construction Manager at Risk (CMAR) Contracts in accordance with these Policy Guidelines and the guiding principles and regulatory requirements of applicable Federal, State and County codes and regulations. The County's CMAR Program may be further guided by duly approved Board actions and policies.

§1.1-102 Purpose and Scope

The purpose and scope of these Policy Guidelines is to provide an overview of the general guiding principles and regulatory requirements that form the basic foundation of the County's CMAR process. CMAR can play a vital role in county contracting and project delivery. The CMAR process is an alternative procurement method to the typical competitive bidding and JOC process. CMAR is an additional procurement vehicle intended to supplement the current procurement processes authorized by law for the use of those departments currently authorized to procure works of improvement for the County.

These Policy Guidelines, together with the resolution approving it, shall constitute the order of the Board of Supervisors required under California Public Contracts Code Section 20146. No job shall be performed under a CMAR contract approved by the Board, except as approved by persons authorized by the Board, acting in accordance with these Policy Guidelines.

Public Contract Code section 20146 allows a county, with approval of the board of supervisors, to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any infrastructure, excluding roads, and including, but not limited to, buildings, utility improvements associated with buildings, flood control and underground utility improvements, and bridges, owned or leased by the county. A construction manager at-risk construction contract may be used only for projects in the county in excess of one million dollars (\$1,000,000) and may be awarded using the best value method to a construction manager at-risk entity that possesses or that obtains sufficient bonding to cover the contract amount for construction services and risk and liability insurance as may be required by the county or public entity. Any payment or performance bond written for the purposes of this section shall be written using a bond form developed by the county or public entity.

Under the best value methodology, the County will select the best CMAR contractor based on follow five (5) key criteria:

1. Experience and Qualifications
2. Price
3. Project Plan
4. Safety Record and Safety Plan
5. Financial Strength

CMAR Request for Qualifications and Request for Proposals will specify how each best value factor stated above will be weighted for each specific project.

§1.1-103 Application and Responsibility

The County of Monterey Department of Public Works, Facilities, and Parks (PWFP) will be the administrator processing CMAR Contracts. The Board of Supervisors hereby authorizes the following Department Head to administer, process, and approve CMAR Contracts (as defined below) under the CMAR Program:

Director of Public Works, Facilities, and Parks, or the Director's designee.

The Director of Public Works, Facilities, and Parks, or its designee, is authorized to process the CMAR Project Delivery Program and shall designate a departmental Project Manager (PM) responsible for ensuring compliance with the provisions of these Policy Guidelines for any given project. All references to Project Manager or PM refer to the County's Project Manager unless indicated otherwise.

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SECTION 2 - CMAR OVERVIEW

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The definitions below are specific to the CMAR Project Delivery Program. These definitions are inclusive of terms found in this Policy Guidelines document as well as the County of Monterey's CMAR Divisions 0 and 1.

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neutral nouns include the feminine and masculine, and the singular number includes the plural. While Owner has made an effort to identify all defined terms with initial caps and underlines, the following definitions shall apply regardless of case unless the context otherwise requires.

§2.1-101 Definitions

1. **Acceptance:** The formal acceptance by the Board of Supervisors of the Completion of the entire Work of the Contract, which to Owner's knowledge has been performed in accordance with the requirements of the Contract Documents and all Approved modifications thereof.
2. **Addendum:** A written change to the Bid Documents issued before the time fixed for the opening of Bids.
3. **Additional Detailed Instructions:** Detailed written and/or graphic instructions issued by the Owner to the Contractor to explain the Work more fully. Such instructions become part of the requirements of the Contract Documents without changing the requirements of the Contract Documents.
4. **Agreement:** The written and signed document known as Document 00 5201, (Agreement). (Sometimes also referred to as Contract Agreement or Contract.)
5. **Alternative:** Refer to Approved Equal and Substitution
6. **Approve:** Wherever in the Specifications or Drawings the words "directed", "approved", "designated", or words of like import are used, it shall be understood that the direction, approval, or designation of the Architect/Engineer is intended, unless otherwise expressly stated. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, acceptable to, or satisfactory to the Architect/Engineer, unless expressly stated otherwise. When used in conjunction with the Architect/Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of the Architect/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will the Architect/Engineer's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of Contract Documents or acceptance of the Work.
7. **Approved Equal:** Material, equipment, or method accepted by the Owner's Authorized Representative for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.
8. **Architect(s)/Engineer(s):** The entity or entities identified as such in the Contract Documents and licensed to practice in the state.

9. **Architect/Designer of Record:** See Design Professional of Record
10. **Award Date:** Date of action taken by the Board of Supervisors accepting Contractor's Bid and authorizing its Chair or the Director of PWFP or the Director's designee to execute the Agreement. (Sometimes also referred to as Award.)
11. **Proposal:** The offer of a Proposer to perform the Work pursuant to a completed prescribed Proposal Form, properly executed and guaranteed, and timely submitted.
12. **Proposal Form:** The approved form upon which Owner requires a formal Proposal be prepared and submitted for the Work.
13. **Bidder's Security:** The cash, cashier's check, certified check, or Proposer's bond accompanying the Proposal submitted by the Proposer as a guaranty that the Proposer will enter into a Contract with Owner for the performance of the Work of the Contract is Awarded to the Proposer. Also referenced as Proposers Security.
14. **Board of Supervisors:** The Board of Supervisors of the County of Monterey
15. **Builders Risk/Course of Construction Property Insurance.** "Builders Risk/Course of Construction Property Insurance" means the property insurance required by Division 0 of Project Specifications.
16. **Chair:** The Chair of the Board of Supervisors.
17. **Change Order:** A written amendment to the Contract, changing the Work or Contract terms, the Contract Sum and/or the Contract Time, approved and executed by the Board of Supervisors or the Owner's Authorized Representative within the limits authorized by the Board of Supervisors.
18. **Change Order Request:** A written request from contractor, certified by Contractor, provided on county approved form for modification request in project value or time. Change Order Requests are provided by contractor with fully executed cost proposal(s) included as back up documentation. A Change Order Request is required to be provided by Contractor as a predecessor to Owner issuing a fully execute Change Order. A Change Order Request may be provided to confirm understandings or clarifications needed as a zero dollar, zero-time impact Change Order Request from time to time. A Change Order Request is required from Contractor for Allowance or Contingency Use.
19. **Claim:** A separate unresolved Dispute by the Contractor for: (A) a Contract Time extension, (B) payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Owner.
20. **Close-Out Documents.** "Close-Out Documents" means the product brochures, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, as-built record documents, affidavit of payment, release of lien and Claim, and as may be further defined, identified, and required by the Contract Documents.
21. **Complete Submittal:** A group of individual Submittals, each meeting the requirements of the Contract Documents, encompassing all the Work included in a Definable Feature of Work

(DFOW), and submitted to the Owner as a single Submittal package.

22. **Completion:** Acceptance of the Work by Owner (does not apply to Final Acceptance).
23. **Concealed:** Work not exposed to view in the finished Work or during the progress of Work, including within or behind various construction elements.
24. **Construction Documents.** "Construction Documents" means all Drawings, Specifications, and Addenda associated with a specific construction Project.
25. **Construction Manager at-Risk (CMR):** A construction/consultant firm or such other individual or entity as Owner may designate in writing, retained by Owner to perform project management services during design and construction. The term "Construction Manager", "Construction Manager at-Risk", "CM at-Risk", "CM/GC", "CMR", CMAR, CM@R, and "Contractor" are interchangeable and shall mean the same entity.
26. **Consultants:** Architects, Engineers, Construction Project Managers, Owners Representative and other professionals engaged to provide the Owner with professional services for the Project. Consultants may include Construction Managers that are not considered CMR.
27. **Contract:** The entire written Agreement between County and CMR on the Owner's form encompassing the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. Synonymous with "Agreement", and "Contract Agreement".
28. **Contract Bonds:** The Performance Bond and the Payment Bond for Public Works.
29. **Contract Date:** "Contract Date" is the date when the Agreement between County and Contractor becomes effective.
30. **Contract Documents.** "Contract Documents" means all executed Agreements between the County and Contractor; any general, supplementary, or other contract conditions; the Drawings and Specifications; all Addenda issued prior to the execution of the Contract; and any other items specifically stipulated as being included in the Contract Documents including Approved Change Orders.
31. **Contract Sum:** The Contract Sum is stated in the Agreement and including authorized adjustments by Change Order, is the total amount payable by Owner to the Contractor for performance of the Work pursuant to the Contract Documents.
32. **Contract Time(s):** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, identified in the Contract Documents for Completion of the Work or a designated portion of the Work. Contract time means the period between the Start Date identified in the Notice to Proceed(s) with phase 1 preconstruction or phase 2 Construction and the Final Completion Date identified in the Notice to Proceed(s) or as subsequently amended by Change Order. Contract Time shall be considered for Phase 1, Phase 2, and Final Completion independently.
33. **Contractor:** The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, that entered into the Contract with Owner. (Sometimes also referred to as "Prime Contractor" or "Original Contractor".) Wherever in these specifications reference is made to Mechanical Contractor, Electrical

Contractor, or other specific contractor, such reference shall be construed to mean the Prime Contractor for this Project as defined in the Agreement. The term "Construction Manager", "Construction Manager at-Risk", "CM/GC", "CMR", CMAR and "Contractor" are interchangeable and shall mean the same entity.

34. **Contractor's Authorized Representative:** The Contractor's authorized representative who has the authority to represent and act for Contractor. This will include the Contractors Project Manager and the Contractors Superintendent.
35. **Coordination Drawings:** Contractor prepared drawings submitted by Contractor to Owner to demonstrate the coordination of methods, materials, equipment, plans, or sequence the Contractor proposes to use when limited space is available for installation of different components, coordination is required for installation of Products and materials Fabricated by separate entities, or the relationship of components is shown on separate Shop Drawings or Submittals. Coordination Drawings are not considered Contract Documents. Coordination Drawings to consider "Incidental Work" and be created using BIM where applicable.
36. **Cost Event:** Action taken by owner or design team in which trade contractor(s) and/or CMAR believe may result in a change in the contract sum or duration. Cost events may be a result of an RFI response, Instruction Bulletin, Construction Change Directive, Architects Supplemental Information, differing site conditions, Request for Proposal or other change condition as described in the County's Division 1 of the Project Specifications. Cost Events will only be recognized by submission of a Cost Event notification accompanied by a preliminary Cost Proposal and itemized on cost risk log.
37. **Cost Proposal:** A document submitted by the contractor to the owner upon request or per the terms of Division 1 providing all detail related to costs for work the Contractor believes to be for out of base contract scope. A cost proposal (or preliminary cost proposal) may be provided in response to an RFP, CCD, COR, Instruction Bulletin, differing site conditions or any other cost event as described in Division 1 and Division 00 of Project Specifications. A cost proposal may be provided upon request for Owner. Cost proposals are required to have all cost back up regardless of tier of sub-trade contractor and include all impacts for the associated cost event including impacts to the time duration of the overall project.
38. **Cost Breakdown:** A document submitted by the Contractor to the Owner reflecting the portions of the Contract Sum allotted for the various parts of the Work. (Sometimes also referred to as "Schedule of Values".)
39. **County:** The is the County of Monterey, the Owner of the Project and identified as such in the Agreement, or its authorized representative from PWFP.
40. **Critical Path:** All references in the Contract Documents to the Critical Path mean the longest path of dependent activities within the current updated version of the Official Progress Schedule that determine when the Work of a Milestone or the entire Work of the Project will be complete.
41. **Date of Acceptance:** The date of Final Acceptance by the Board of Supervisors of Contract Completion
42. **Date of Commencement:** Date of Commencement" means the date designated in the Notice to Proceed for Contractor to commence the Work.

43. **Day(s):** Calendar days unless otherwise designated.
44. **Defective Work.** “Defective Work” is Work that, in Owner’s judgment, is unsatisfactory or unsuited for the use intended, faulty, deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including, without limitation, approval of samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective.
45. **Deficiency List:** A written list of deficiencies in the completed Work. Also sometimes referred to as “Punch List.”
46. **Definable Feature of Work (DFOW):** A Work task that is separate and distinct from other Work tasks and has common control requirements and work crews.
47. **Department of Public Works, Facilities, and Parks (PWFP):** The PWFP of County Monterey.
48. **Design Professional:** The term “Design Professional” means a person licensed in California; as an architect pursuant to Chapter 3 (commencing with §5500) of Division 3 of the Business and Professions Code, registered as a professional engineer pursuant to Chapter 7 (commencing with §6700) of Division 3 of the Business and Professions Code, or licensed as a land surveyor pursuant to Chapter 15 (commencing with §8700) of Division 3 of the Business and Professions Code (Also sometimes referred to as “Architect/Engineer”, “A/E”, “Professional Engineer”, “PE”, “Design Consultant”, and/or “Consultant”).
49. **Design Professional of Record:** The term “Design Professional of Record” means the Design Professional in responsible charge of the design services or portions of the design services in connection with the Project
50. **Direct Cost of Construction:** The aggregate total cost of the work of subtrades bid open book and novated to CMR plus total cost of authorized self-performed subtrade work, including the General Requirements. Direct Cost of Work does not include Taxes, Markups for Insurance, Profit, Fee, or General Conditions or General Requirements GR1.
51. **Directed, Requested, etc.:** Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted”, and “permitted” mean “directed by the Architect/Engineer”, “requested by the Architect/Engineer”, and similar phrases. However, no such implied meaning will be interpreted to extend the Architect/Engineer’s responsibility into the Contractor’s area of construction supervision.
52. **Director:** Director of PWFP.
53. **Dispute:** A written disagreement submitted by the Contractor seeking adjustment of Contract terms, payment of money, extension of Contract Time or other relief with respect to the terms of the Contract. A Dispute is not a Claim.
54. **Drawings:** The graphic and pictorial portions of the Contract Documents, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with “Drawings”, “Contract Drawings”, and “Plans”.

55. **Emergency:** A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
56. **Equal, Approved Equal:** Accepted or approved in writing as being of equivalent quality, utility, and appearance, in the opinion of the Architect/Engineer. The burden of proof of equality is the responsibility of the Contractor.
57. **Fabricated:** Specifically assembled or made out of selected materials to meet Project specific design requirements.
58. **Field Modification:** A written instruction, clarification or additional information issued by the Owner's Project Manager to Contractor that does not change the Contract Time or Contract Sum but becomes part of the requirements of the Contract Documents.
59. **Final Acceptance:** Owner's receipt of certified Final Completion Documents from CM at-Risk, Architect, and Inspector of Record, Owner's independent review of Work, and Owner acceptance and agreement that Final Completion has been achieved, and all Work is satisfactorily completed in accordance with Contract Documents. Final Acceptance requires County Project Manager approval and approval from the Director of Public Works, Facilities, and Parks. Final Acceptance is a requisite for the Contractor to submit request for Final Payment or release of retention. Final Acceptance by the Director of Public Works, Facilities, and Parks shall commence the correction period specified in Division 0.
60. **Final Completion.** "Final Completion" means the date on which, CM at-Risk, Architect and Inspector of Record certify that construction Work has been satisfactorily completed in accordance with the Contract Documents. Requirements for Final Completion include, but are not limited to:
- a. Final cleaning is completed.
 - b. All systems having been tested and accepted as having met requirements of Contract Documents.
 - c. All required instructions and training sessions having been given by Contractor.
 - d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
 - e. All punch list Work, as directed by Owner, having been completed by Contractor.
 - f. Generally, all Work, except Contractor maintenance and Warranty period after Final Acceptance, having been completed to satisfaction of Owner.
 - g. All temporary controls related to construction activities have been removed from site
 - h. Contractor has attained certificates of substantial completion
 - i. All open cost proposal or change order requests have been finalized and agreed to. Final Completion will not be achieved prior to contractor providing County fully executed document release.
61. **Final Inspection:** The inspection performed by the Owner and its Consultants after the

Contractor has certified that the entire Work of the Project is complete and as specified in in the Closeout Procedures.

62. **Force Account:** The method of performing Work by or on behalf of Contractor on a time, materials and equipment basis.
63. **Furnish, Supply:** Contractor to purchase and deliver to the Project site, including proper storage only, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance. No installation is included.
64. **General Notes:** The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.
65. **Governing Body:** The Board of Supervisors of the County of Monterey.
66. **Governmental Agencies:** Whenever, in the Contract Documents, reference is made to any governmental agency or officer, such reference will be deemed made to any agency or officer acting in accordance with law to the power, duties, jurisdiction, and authority of the agency or officer mentioned.
67. **Guarantee:** A promise or assurance given by one party to a second party that a third party's obligations will be fulfilled (i.e., Contractor agrees to guaranty the Work performed by one of its Subcontractors to the Owner). (Also sometimes referred to as Warranty/Guaranty.)
68. **Indicated:** Shown or noted on the Drawings. The term "indicated" is a cross-reference to graphic representations, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used instead of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.
69. **Inspector:** The person assigned by Owner to inspect the Work. (Also sometimes referred to as Project Inspector or Owner's Inspector or Inspector of Record.)
70. **Install:** Contractor to construct, erect, or set in place for the intended use, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance. Furnishing or supplying is not included. Synonymous with "Provide" for the purposes of this Contract.
71. **Installer:** The entity (person or firm) engaged by the Contractor, subcontractor, or sub-subcontractor for performance of a particular unit of Work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
72. **Invitation to Bid:** Includes any and all documents issued to Bidders that contain descriptions of the Work to be Bid or the content, form, or manner of submission of Bids. (See Public Contract Code § 4104.5.)
73. **Laboratory:** Any laboratory authorized or accepted by Owner to test materials and Work involved in the Contract.

74. **Liquidated Damages:** The amount prescribed in the Contract Documents to be paid to Owner or to be deducted from any payments due or to become due Contractor for each Day's delay in completing the whole or any specified portion of the Work, beyond the time(s) allowed in the Contract Documents plus Approved time extensions.
75. **Manufactured:** Standard units usually mass-produced.
76. **Milestone:** A specific portion of the Work identified in the Contract Documents as a Milestone.
77. **Milestone Completion:** The date determined by the Owner when the Work of a Milestone is complete. Milestone Completion does not constitute Acceptance but does establish the completion date of the Milestone for the purpose of assessment of Liquidated Damages, if any, associated with the Milestone.
78. **Milestone Duration:** The time allowed in the Contract Documents, plus Approved time extensions, for completion of the Work of a Milestone.
79. **Mobilization:** Includes preparatory work and operations, including, but not limited to, those necessary for preparation of Submittals, movement of personnel, equipment, supplies and incidentals to the Project Site, for establishment of all temporary offices, buildings and other facilities necessary for Work on the Project, and for all other work and operations which must be performed, or costs incurred including obtaining Contract Bonds and insurance, before beginning Work on the public improvement at the Project Site.
80. **Named Products:** Products identified in the Contract Documents by Manufacturer's product name. Named Products may include Manufacturer's make or model number or other designation.
81. **Not In Contract (NIC):** Items noted NIC will be furnished and installed by the Owner, or under separate contract.
82. **Notice of Award:** The letter from the Department of PWFP notifying Contractor that the Board of Supervisors accepted Contractor's Bid and authorized the Chair or Director of PWFP to execute the Agreement.
83. **Notice of Completion:** A document executed by the Department of Public Works, as authorized by the Board of Supervisors, and filed with the County Recorder, signifying that the Contract has been Completed and Accepted.
84. **Notice to Proceed:** The written notice issued by Owner's Authorized Representative to Contractor whereby the Contractor is notified of the official construction Contract start date and is authorized to proceed with the Work. Unless otherwise specified in the Contract Documents or Directed by written Order of Owner, the Contractor must begin Work within ten (10) Days following the start date for the Work as stated in the Notice to Proceed. Notice to Proceed may be given for any parts or only portions of the Work as directed by Owner.
85. **Official Progress Schedule:** The Contractor's Progress Schedule and all revisions and updates thereto, accepted by the Owner (Construction Progress Documentation).
86. **Or Equal:** Refer to Approved Equal.
87. **Owner:** The County of Monterey

88. **Order:** Refer to Approved, Directed, Ordered, or Required.
89. **Owner's Authorized Representative:** The person named in the Contract Agreement whose authority, to the extent authorized by law, includes but is not limited to the authority to approve Addenda, Change Orders, Payment Requests, and Milestone Completion(s).
90. **Plans:** See Drawings. "Plans" means all Drawings, including sections and details, and any supplemental Drawings for complete execution of a specific Project
91. **Pre-construction Submittals:** Submittals requiring Owner's acceptance before Contractor may proceed with the installation of Work or the procurement of the materials and/or equipment covered by the Submittal.
92. **Preliminary Cost Proposal:** Document provided to the Owner by CMR accompanied by a Cost Event notification from impacted trade contractors describing Cost Event, Trades Impacted with trade notices, and Rough Order of Magnitude (ROM) for cost and schedule impacts each scope impacted. Owner's review of Preliminary Cost Proposal and Cost Event notification will not include review of entitlement.
93. **Project:** The entire public improvement proposed by Owner to be constructed in whole or in part pursuant to the requirements of the Contract Documents, including any phasing or Milestone requirements. "Project" includes all activities necessary for realization of the Work. This includes design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations. The Work performed under this Contract is directed towards completion of all or a part of the Project.
94. **Project Component:** The individual components of the Project as shown and described in the Notice Inviting Proposals.
95. **Project Site:** The space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
96. **Product Data:** Illustrations, Manufacturer's literature, standard schedules, performance charts, instructions, brochures, diagrams and other information submitted by the Contractor to illustrate materials or equipment for some portion of the Work. Product Data are not considered Contract Documents.
97. **Project Manager:** The person identified in Contract Agreement as the Project Manager or subsequently designated by Owner's Authorized Representative to manage the Contract and/or the Project. (Sometimes referred to as Owner's Project Manager.) "Project Manager" is a qualified individual or firm authorized by County to be responsible for coordinating time, equipment, money, tasks and people for all or specified portions of the Project.
98. **Project Manual:** The written volume(s) assembled for the Work, including the Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, Technical Specifications, and other written or graphic material as may be listed in the Project Manual Table of Contents, including any Addenda and Approved revisions by Owner.
99. **Proposal Documents (also referred to as Bid Documents):** The documents approved by the

Board of Supervisors to advertise for construction of the Project, including but not limited to the contents of this Project Manual as listed in the Table of Contents or otherwise included in the Manual.

100. **Provide:** Synonymous with “Install” for the purposes of this Contract Agreement: All labor, materials, equipment, supervision and whatever else is necessary to supply and incorporate a specified item into the Work in compliance with the requirements of the Contract Documents.
101. **Punch List:** A written list of deficiencies in the completed Work. (Also sometimes referred to as “Deficiency List.”)
- a. Initial Punch List Creation (ongoing and created by contractor via site observations of Work)
 - b. Initial Punch List Examination (contractor schedules punch list walk with Owner and Architect to review conditions. Any items observed by Owner and Architect will be added to the Initial Punch List.
 - c. Punch List: Will be Aggregate of remaining Initial Punch List Items and new observations from Owner and Architect Initial Punch List Examination and will be known as the Punch List.
 - d. Punch List Verification will be final review scheduled by the contractor with the Owner and Architect once all Punch List Items have been resolved.
102. **Record Documents:** A set of the Contract Documents including Drawings and Project Manual updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. Record Documents include any change or clarification to the Contract Documents and dimensional information showing the actual locations of Installed components of the Work. (Also known as “As-Builts” or “As-Built Documents”).
103. **Relocate:** To reinstall existing item(s) in new location complete and ready for intended use.
104. **Remain:** To retain item(s) in existing condition.
105. **Remove:** To remove item(s) completely from Project Site and dispose of in accordance with requirement of authorities having jurisdiction.
106. **Request for Information (RFI):** A written request by the Contractor for information or clarification regarding the requirements of the Contract Documents. Requests For Information must be numbered sequentially and presented in a format furnished or accepted by the Owner’s Project Manager. The Owner’s response to an RFI is considered an Additional Detailed Instruction and does not change the requirements of the Contract Documents, Contract Time, or Contract Sum.
107. **Request for Proposals:** A written request from County to Contractors requesting fully backed up documentation for cost and time impacts for a scope of work which may be added or deleted from the Contractor’s scope of work.

108. **Retention:** A defined percentage of the Contract Sum held by the Owner pending Completion of the Work, or any portion of the Work.
109. **Samples:** Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated. "Samples" are representative physical examples of materials, equipment, or workmanship, used to confirm compliance with requirements and/or to establish standards for use in execution of Work.
110. **Schedule of Values.** "Schedule of Values" means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by County, Construction Manager, and Architect.
111. **Shop Drawings:** Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, and Suppliers to demonstrate and/or illustrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for some specific portion of the Work. Shop Drawings are not considered Contract Documents. Shop drawings include data prepared by Contractor or any Subcontractor, manufacturer, supplier, distributor, or agents, and which detail some portion of the Work for fabrication and installation.
112. **Shown:** Same as "Indicated".
113. **Shut Down:** Shut down of any building system will require a shutdown request and approval prior to the work being performed. In most cases a meeting will be held between Owner, Contractor, Subcontractor, and any other pertinent parties to review the shutdown request and finalize a plan for execution. In cases involving building critical systems, Contractor will be required to submit a workplan for review and approval prior to performing this work.
114. **Specifications:** The provisions within Divisions 0 through 33 of the Project Specifications. Specifications that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
115. **Specifications Language:** In the interests of clarity and reducing verbiage, these specifications are written in the imperative mood wherever possible. This language is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall", "the Contractor shall", and "shall be", and similar mandatory phrases by inference. Except as worded otherwise, perform all indicated requirements whether stated imperatively or otherwise.
116. **Specified:** As written in the Contract Documents.
117. **Standard Insurance.** "Standard Insurance" means all insurance required by Division 0 under the INDEMNIFICATION AND INSURANCE clause other than Builders Risk/Course of Construction Property Insurance.
118. **State:** The State of California.
119. **Subcontractor:** A contractor, within the meaning of the provisions of Chapter 9 (commencing with § 7000) of Division 3 of the Business and Professions Code, who contracts

directly with the Contractor to perform any Work of the Project. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative.

120. **Sub-subcontractor:** A contractor, within the meaning of the provisions of Chapter 9 (commencing with § 7000) of Division 3 of the Business and Professions Code, that has a direct or indirect contract with a Subcontractor to perform any Work of the Project. The term Sub subcontractor is referred to throughout the Contract Documents as if singular in number and means a Sub subcontractor or an authorized representative thereof. Also sometimes referred to as lower tier subcontractor.
121. **Submittal:** Data or items required by the Contract Documents to be submitted by the Contractor to the Owner. Submittals demonstrate the method, materials, plan, or sequence the Contractor proposes to use to conform to the design concept expressed in the requirements of the Contract Documents. Submittals include but are not limited to Shop Drawings, Coordination Drawings, layouts, Progress Schedules, Substitution requests, Samples, mockups, catalogs, Product Data and literature, equipment data sheets, maintenance and operating data. Unless otherwise stated in the Contract Documents, Submittals are not considered Contract Documents.
122. **Substantial Completion.** “Substantial Completion” means the date determined and certified by Contractor, Architect, Construction Manager and County when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.
123. **Substitution:** A material and/or process offered by the Contractor in lieu of the specified material and/or process and accepted by the Owner’s Authorized Representative in writing as being equivalent (equal) to the specified material and/or process. (Also sometimes referred to as Product Substitution.
124. **Superintendent.** “Superintendent” is the Contractor’s representative at the Project Site. The Superintendent directs and coordinates the activities of the various trade groups at the Project Site.
125. **Supplier:** A person or organization contracting with Contractor, a Subcontractor or a Sub-subcontractor to supply materials and/or equipment for the Work.
126. **Surety:** A company that provides Contractor’s bonds for bidding, performance and payment and is admitted as a surety insurer as defined in §995.120(a) of the California Code of Civil Procedure.
127. **Sustainable Objective.** “Sustainable Objective” is the County’s goal of incorporating sustainable measures into the design, construction, maintenance, and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency.
128. **Total Float Time:** The time difference between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date, of Project activities. (Also sometimes referred to as “slack time” or “Total Float” or “Float”.
129. **Vendors (3rd party vendors):** are 3rd party entities contracted separately with the County

to ultimately occupy and operate any given County facility.

130. **Warranty:** A Contractor's, Subcontractor's, Manufacturer's or material Supplier's promise or assurance, written or otherwise, that its Products and services provided meet industry (implied) or contractual (the requirements of the Contract Documents) standards of performance. (Also sometimes referred to as Warranty/Guarantee.)
131. **Work:** The preconstruction, demolition, renovation and construction required by the Contract Documents, whether fully or partially completed, provided, and performed by the Contractor to fulfill his/her obligations under the Contract in accordance with the Contract Documents. The Work may constitute the whole or a part of the Project. "Work" includes the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, incidentals, incidental work, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project
132. **Working Drawings.** "Working Drawings" mean a Drawing sufficiently complete with plan and section views, dimensions, details, and notes so that whatever is shown can be constructed and/or replicated without instructions but subject to clarifications. (see Drawings)

Other Defined Terms. The following terms are not necessarily identified with initial caps; however, they shall have the meaning set forth below:

- a. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
- b. Wherever the word "may", or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.
- c. Headings. Article and paragraph headings are for convenience only and shall not be used to interpret the provisions of this Contract.

§2.1-102 Statute

- (1) [SB328 \(2013\)](#) amended [Public Contract Code Section 20146](#), allowing counties to use CMAR procurement for vertical construction. SB 914 (2018) expanded existing statute to allow counties, as well as other public entities for which the members of a county's board of supervisors make up the membership of the governing legislative body to use CMAR to deliver horizontal projects, in addition to vertical projects, subject to some limitations.
- (2) Pursuant to [Public Contract Code 20146](#), A county with approval of the board of supervisors, or a public entity, with approval of its governing body, may utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any infrastructure, excluding roads, and including, but not limited to, buildings, utility improvements associated with buildings, flood control and underground utility improvements, and bridges, owned or leased by the county. A construction manager

at-risk construction contract may be used only for projects in the county in excess of one million dollars (\$1,000,000) and may be awarded using either the lowest responsible bidder or best value method to a construction manager at-risk entity that possesses or that obtains sufficient bonding to cover the contract amount for construction services and risk and liability insurance as may be required by the county or public entity. Any payment or performance bond written for the purposes of this section shall be written using a bond form developed by the county or public entity.

- (3) CMAR may not be used to construct roads. [PCC 20146\(a\)](#).
- (4) The authority to use CMAR terminates by operation of law on January 1, 2029. [Section 20146\(h\)](#).

§2.1.103-Policy

A CMAR contract is a qualification based, competitively procured contract that guarantees the cost of a project and furnishes CM services, including preparation and coordination of bid packages, scheduling, cost control, value engineering, evaluation, preconstruction services, and construction administration. Unlike Design-Build, when utilizing a CMAR Contract, the County retains control of the entire design process.

§2.1-104 Capital Improvement Committee (CIC) Reporting, Review and Consideration

- (1) PWFP shall provide a bi-annual report to the CIC of all projects completed and all future projects planned to be completed through the CMAR Project Delivery Program.
- (2) The bi-annual reports shall include such information as will allow the CIC to assess the overall effectiveness of the CMAR Program, such as (but not limited to) the following: number of job orders issued, value of job orders issued, Contractor and subcontractor names, number of Contractor evaluations completed, level of attainment of aspirational goals of the County (for example, local hire requirements), and such other information as the Department head deems useful or helpful.
- (3) PWFP will evaluate its eligible projects reported in the Capital Improvement Program 5-Year Plan (CIP) for potential cost and time savings if implemented using CMAR. PWFP will include any findings or recommendations regarding use of CMAR in project CIP descriptions.

§2.1-105 CMAR Project Labor Agreement Requirement

- (1) Under Public Contract Code Section 20146, Counties have three viable options to accomplish the Project Labor Agreement requirement. The county or public entity has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project or contract to use a skilled and trained workforce, and the construction manager at-risk entity agrees to be bound by that project labor agreement.
- (2) The project or contract is being performed under the extension or renewal of a project labor agreement that was entered into by the county or public entity before January 1, 2018.
- (3) The construction manager at-risk entity has entered into a project labor agreement that

will bind the entity and all its subcontractors at every tier performing the project or contract to use a skilled and trained workforce.

Project Managers (PM) should accomplish this by following the third option given that the County does not have an existing Project Labor Agreement in place. Through the third option, the CMAR Contractor would enter into a Project Labor Agreement (PLA) and that will bind the County and all its subcontractors at every tier performing the project or contract to use a skilled and trained workforce for any given Capital Improvement Project.

§2.1-106 California Environmental Quality Act (CEQA) / National Environmental Policy Act (NEPA)

- (1) The majority of public works projects will require compliance with the California Environmental Quality Act (CEQA) and any projects involving federal funding may additionally require compliance with the National Environmental Policy Act (NEPA). The County will ensure that such environmental requirements are complied with before the approval of the project.

SECTION 3 – CMAR PROCESSES

SECTION 3 – CMAR PROCESSES

§3.1-101 Project Permits, Plans, And Specifications

The designated Project Manager shall ensure all project permits, including but not limited to building and storm water permits, have been obtained. Approved plans and specifications shall be prepared by a licensed architect, engineer or other design professional.

Every project being developed under the CMAR Project Delivery Program shall have their own plans and specifications reviewed and approved by the Board of Supervisors. This should be done concurrently as the Guarantee Maximum Price (GMP) is going to the Board of Supervisors for approval. Division 0 and 1, which are the upfront specifications for the County. Divisions 2 through 49 will provide the technical specifications for the CMAR project.

§3.1-102 CMAR Pre-Construction Services – Action Items

- (1) **Action 1:** Issue Request for Statement of Qualifications (RFSOQ) and Advertise
- (2) **Action 2:** Hold RFSOQ Conference.
- (3) **Action 3:** Receive RFSOQ Questions.
- (4) **Action 4:** Post RFSOQ Questions Responses.
- (5) **Action 5:** Receive and Review Statements of Qualifications (SOQs) by Selection Committee.
- (6) **Action 6:** Create Shortlist of Qualified Firms.
- (7) **Action 7:** Issue notices of prequalified respondents.
- (8) **Action 8:** Issue Notice Inviting Proposals (AKA - Request for Proposals [RFP]) Instructions for Proposals with relevant Divisions 0/1, drawings/specifications, projected budget and documents to Shortlisted Firms.
- (9) **Action 9:** Conduct interviews pre-proposal conferences, site visits, and respond to RFP questions.
- (10) **Action 10:** Receive and review proposals. Evaluate best value score sheet from selection committee. Conduct any needed interviews, presentations or evaluations. Make Selection.
- (11) **Action 11:** Issue Notice of Intent to Award.
- (12) **Action 12:** Protest Period.
- (13) **Action 13:** If no protest received, PWFP proceed with processing the selected CMAR Contractor for Board of Supervisors approval.
- (14) **Action 14:** Issue Notice of Award 00 5105-A for pre-construction services.

- (15) **Action 15:** Execute Agreement 00 5201.
- (16) **Action 16:** Agreement 00 5251 CMAR Phase 1 Pre-construction services commence.

§3.1-103CMAR Pre-Construction Services To Guarantee Maximum Price – Action Items

- (1) **Action 1:** CMAR provides preconstruction services 00 5251.
- (2) **Action 2:** CMAR creates sub-contractor scopes (bid packages with all contract documents).
- (3) **Action 3:** CMAR solicits bidders for pricing. All bidding procedures to follow County standards.
- (4) **Action 4:** Sub-contractor bids are publicly bid and opened and reviewed by County and CMAR Contractor.
- (5) **Action 5:** CMAR levels bids and reviews any clarifications / exclusions / qualifications.
- (6) **Action 6:** CMAR submits a GMP with all selected lowest responsible bidders to the County.
- (7) **Action 7:** County reviews GMP and any CMAR exclusions, qualifications, clarifications.
- (8) **Action 8:** County and CMAR Contractor negotiate GMP.
- (9) **Action 9:** Once GMP is acceptable, the County will issue an Initial GMP approval via Notice of Intent to Award. End of Phase 1 for CMAR Contractor.
- (10) **Action 10:** CMAR GMP for the project taken to the Board of Supervisors for Approval.
- (11) **Action 11:** Execute Notice to Proceed. Construction Phase 2 starts.
- (12) **Action 12:** CMAR formally executes subcontractor contracts.
- (13) **Action 13:** CMAR delivers executed subcontractor contracts to County.
- (14) **Action 14:** County reviews executed subcontractor contracts sum for any buyout savings or duplication.
- (15) **Action 15:** County incorporates buyout or duplication savings into a Final GMP Deductive Change Order.
- (16) **Action 16:** County issues formal Notice to Proceed for the Construction Phase of the project. CMAR Contractor begins to mobilize.

§3.1-104 – Payment Processing

- (1) Partial Payments

- a. Contractor submits a Certificate of Payment and calculation of completed work.
 - b. Designated PM reviews the project and verifies percentage complete and adjusts as appropriate.
 - c. Designated PM forwards Certificate of Payment to Auditor-Controller's Accounts Payable.
 - d. The Auditor-Controller's Accounts Payable shall pay the amount certified within 30 days of receiving the certified invoice (Certificate of Payment) to the Contractor.
- (2) Final Payments
- a. County will make one payment for all projects that have a completion time of 30 days or less.
 - b. Contractor submits final Certificate of Payment once construction is 100% complete and all required closeout activities have been completed.
 - c. County to retains 5% until at least 35 days after the Notice of Completion is filed.
 - d. The Auditor-Controller's Accounts Payable shall pay the amount certified within 30 days of receiving the certified invoice (Certificate of Payment) to the Contractor.
- (3) At the Director's option, the Auditor-Controller's Accounts Payable may, withhold amounts for up to 30 days in accordance with "Stop Notice Rules" corresponding to work in dispute pending resolution of the dispute in accordance with [Public Contract Code Section 7107](#).
- (4) All funds, including withheld funds, will be paid in accordance with the time frames specified in accordance with [Public Contract Code Section 7107](#).

§3.1-105 Project Permits

The designated Project Manager shall ensure all project permits, including but not limited to building and storm water permits, have been obtained. Approved plans and specifications shall be prepared by a licensed architect, engineer or other design professional.

§3.1-106 - Liquidated Damages Clause for Use in Public Works Contracts

Sample Language: "In accordance with [Government Code Section 53069.85](#), contractor agrees to forfeit and pay to County the sum of (\$ XXX) per day for each calendar day work is delayed beyond the time allowed, and such sum shall be deducted from any payments due to or to become due to contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of contractor including delays caused by County."

Changes to the standard Liquidated Damages provision may be made upon approval of the Office of the County Counsel.

§3.1-107 - Contact Protocol for County Employees

Procurement documents including RFQs, RFPs, and construction contracts will include language

that prohibits contacting County staff by outside interested parties during an active, ongoing procurement process. Architects, engineers, or independent contractors are not allowed to receive information concerning any bid details of the specific procurement process except with the designated Procurement staff member who is managing the procurement process. This prohibition extends to the firm's employees, representatives, agents, lobbyists, attorneys, sub-consultants, or anyone else acting on the behalf of the interested party. Contacts that are prohibited include those with members of the evaluation panel, the County Executive Officer, and other County staff; provided, however, this prohibition shall not extend to members of the County's Board of Supervisors or members of their respective staffs.

§3.1-108- General Requirements

- (1) Projects are not to be intentionally split in order to avoid informal or formal bidding or to avoid approval by the Board of Supervisors per [Public Contract Code Section 22033](#).
- (2) All contractors performing public works projects shall be properly licensed in accordance with the requirements of the State of California Contractor's License Board.
- (3) All contractors performing public works projects shall pay prevailing wages in accordance with the [California Labor Code Section 1720](#).
- (3) All contractors must register with the Department of Industrial Relations, per [Labor Code Section 1771.1\(a\)](#) and [1725.5](#).

§3.1-109 - Custodian Of Documents

All standardized design and construction services documents shall be the sole documents utilized for purposes of County business. The Director shall be the custodian of these documents and provide the appropriate updates and controls and shall be authorized to modify, add or delete documents as necessary.

§3.1-110 – CMAR Structure and Flow Chart

The CMAR structure and flow chart on the following page is for illustrative purposes. If there is any discrepancy or conflict between the flow chart and the text of these Policy Guidelines, the text of these Policy Guidelines shall prevail. See Exhibit A and B for further details.

§3.1-111 – CMAR Standard Forms

The forms (as they may be amended from time to time) attached hereto shall be used to implement the CMAR Project Delivery Program and specifically in the processing of CMAR Projects. See Exhibit C for further details.

EXHIBIT A – CMAR STRUCTURE

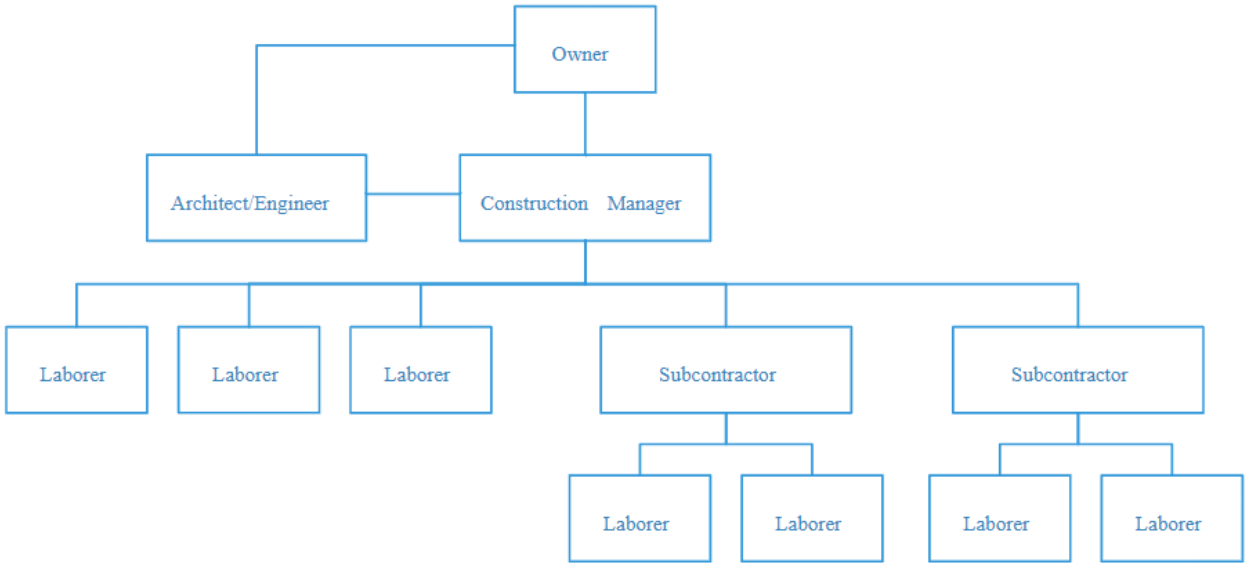


EXHIBIT B – CMAR FLOW CHART

Phase I – Pre-Construction Services

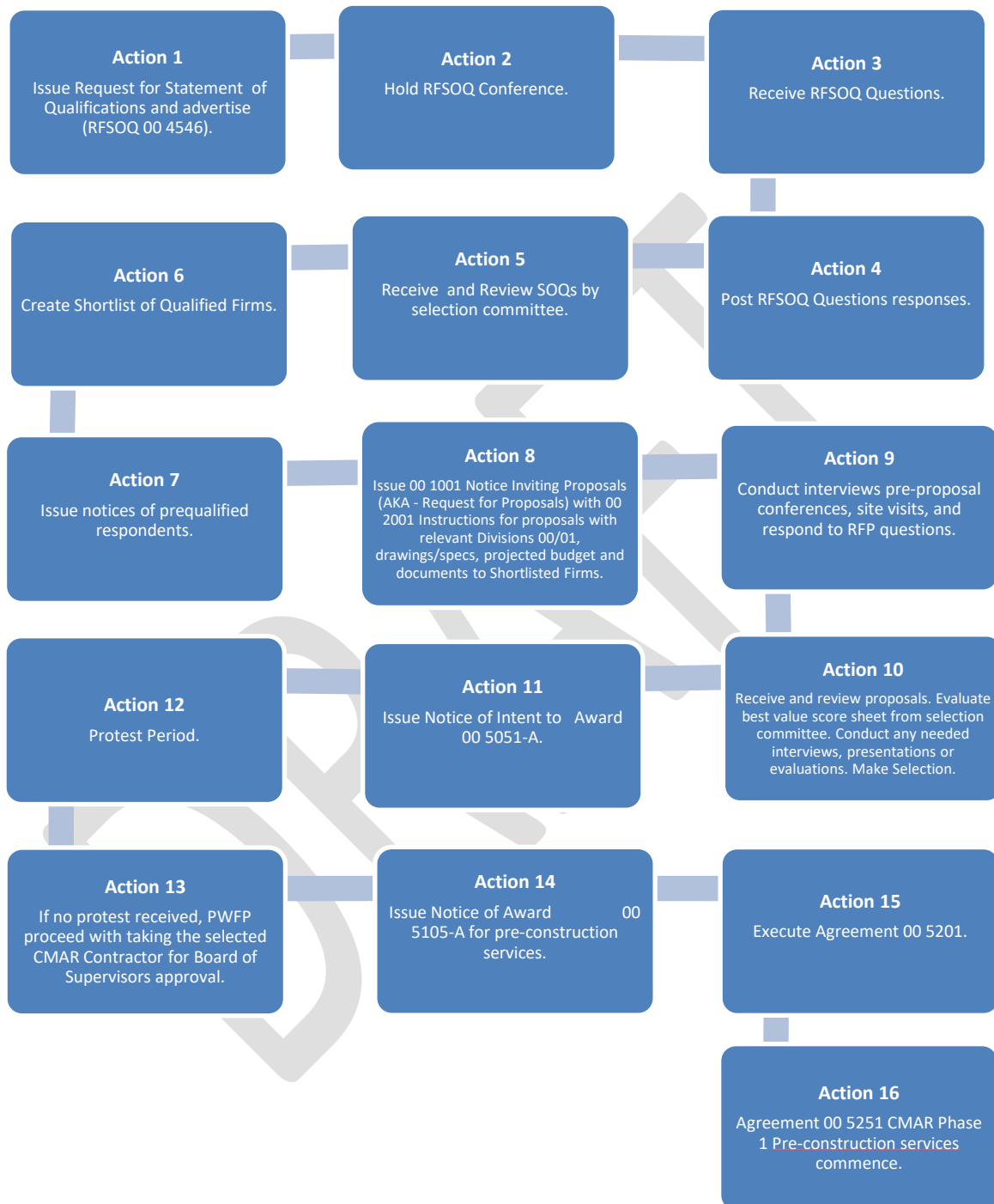


EXHIBIT B – CMAR FLOW CHART (Continued)

Construction Manager At-Risk Flow Chart

Phase 2 – Pre-Construction Services to GMP

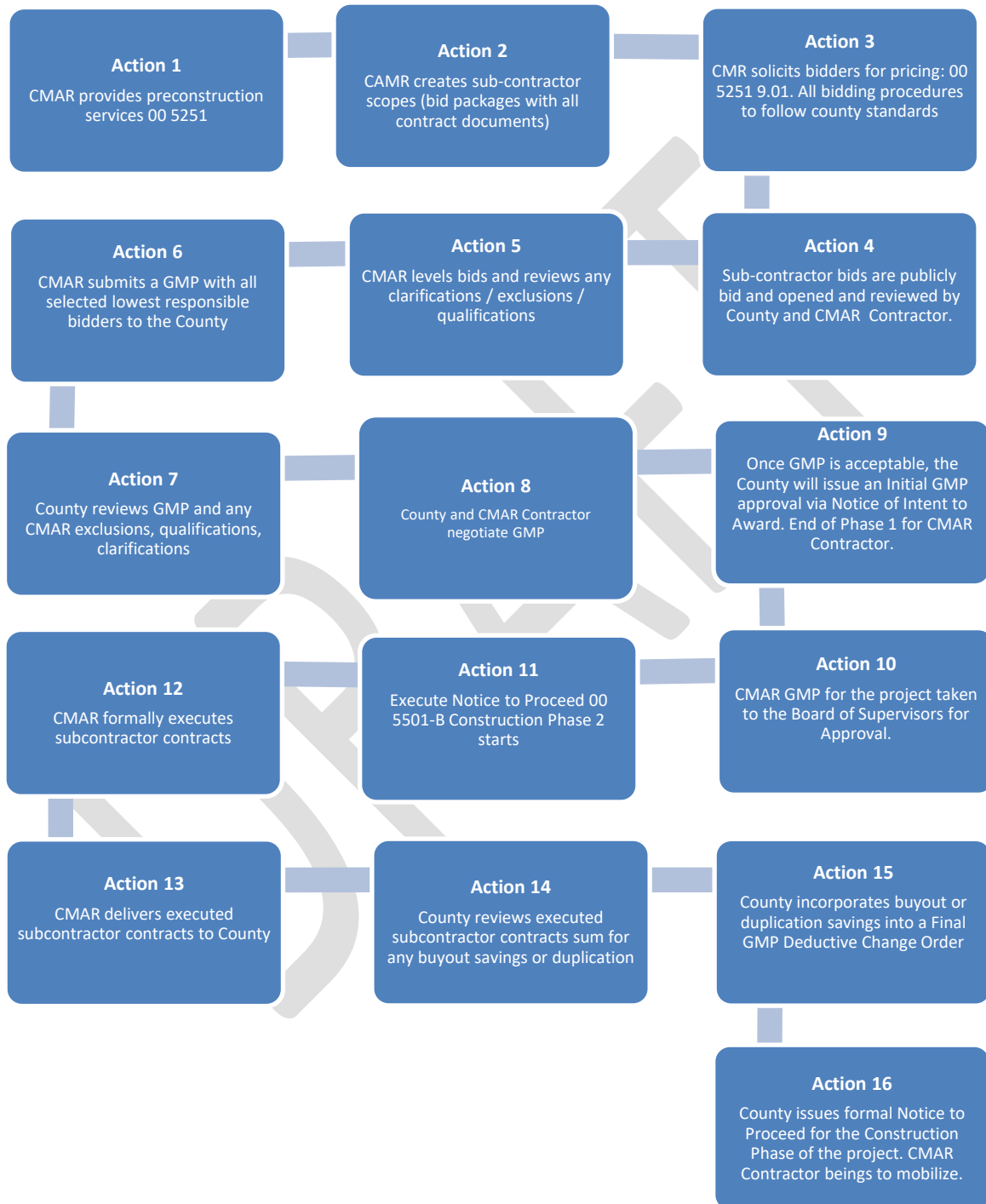


EXHIBIT C – CMAR STANDARD FORMS

**PROPOSAL PRICE FORM TO
THE COUNTY OF MONTEREY DEPARTMENT OF
PUBLIC WORKS, FACILITIES, AND PARKS**

THIS PROPOSAL IS SUBMITTED BY:

(Firm/Company Name)

Re: Project Name

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with COUNTY OF MONTEREY (Owner) in the form included in the Contract Documents, including Document 00 5201 (Agreement), to commence Work under the Contract Documents on the date(s) established in Document 00 7200 (General Conditions) and upon issuance of Notice to Proceed to complete all Work to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Proposals), and Document 00 2001 (Instructions for Proposals) Appendices, and Instructions to Proposers, including, without limitation, those dealing with the disposition of Proposers Security. This Proposal will remain subject to acceptance for Ninety **(90) Days** after Proposal opening.
3. Proposer agrees it has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, Appendices, local ordinances, regulatory requirements, and as-built Drawings and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Contractor.
4. In submitting this Proposal, Proposer represents that Proposer has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, and provided existing conditions observation report regarding the Project and the Site. Proposer represents it has examined all of the Contract Documents, existing conditions and geotechnical reports, performed all required Pre-Proposal Review, become familiar with the terms of the Contract, the local conditions and ordinance affecting the performance of the Contract, the cost of the work at the place where the work is to be done, the Project Plans and Specifications, and the other Contract Documents, hereby proposes and agrees to perform within the time stipulated and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the above Project, all in strict

conformity with the Drawings and Specifications and other Contract Documents, received the Pre-Proposal conference minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer

5. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices:

SCHEDULE OF PROPOSAL PRICES

All Cost items, including lump sums and unit prices, must be filled in completely. Cost items are described or referenced in Document 01 1000 (Summary of Work) or Document 00 2001 (Instructions for Proposals). Quote in figures only, unless words are specifically requested. You can download a copy of this Proposal Price Form and the forms in the Appendices in Excel from this link - <https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works>

NO.	COST ITEM ^D	FEE TYPE	PERCENT ^C	DOLLAR AMOUNT ^A
1.	Pre-Construction Services	Lump Sum	_____% (Calculated)	\$ _____
2.	CMR Fee	Percent	_____%	\$ _____
3.	CMR General Conditions (GC)	Not-to-Exceed	_____% (Calculated)	\$ _____
4.	CMR General Requirement ^B – GR 1 only (GR 2 is part of Direct Cost of Construction to be determined during Phase 1)	Not-to-Exceed	_____% (Calculated)	\$ _____
5.	Direct Cost of Construction	Lump Sum	TBD (not required in this Proposal)	Aggregate Total Cost of the Work of subtrades incl. self-performing Work to be determined at Initial GMP
6.	Contingency	Percent	3%	To be determined based on the Direct Cost of Construction included in Initial GMP
7.	Bonds, Insurance and Taxes	Percent	_____%	\$ _____
Total Proposal Price (Sum of Cost Items 1, 2, 3, 4 and 7)				Total \$ _____

Total Project Proposal Price:

(Words)

Notes:

- A. Hourly rates for all services necessary to complete Cost Items 1 (Pre-Construction Services), 3 (CMR General Conditions), and 4 (CMR General Requirements) shall be submitted with the Proposal in Appendix A to this Document 00 4001. The reasonableness of these hourly rates will be considered in assessing the Price. These rates will be the basis for compensation of additional/extended hours requested by the Owner for these specific services during the course of this Contract through Final Completion of Work.

CONSTRUCTION MANAGER AT RISK PROJECT DELIVERY PROGRAM POLICY GUIDELINES

- B. Proposers to submit Not-to-Exceed cost for General Conditions (GC) and General Requirement 1 (GR 1) as identified in the Appendix B to this Document 00 4001. General Requirement 2 (GR 2) shall be determined and solicited for bidding during subcontractors bidding in Phase 1.
 - C. For Proposing purposes for Cost Items 1, 2, 3 and 4, percentages shall be calculated based on the entered Lump Sum/NTE price against the estimated Direct Cost of Construction of **\$120 million**. The reasonableness of the percentages will be considered in assessing the Price. The percentage for Cost Item 2 shall be used for determining the actual total CMR Fee after bids for all trades are received. The total aggregate mark up on phase 2 change orders direct cost of work shall not exceed 15%. See Document 01 2600 (Contract Modification Procedures) for detail on mark up on direct costs of work and overhead and profit.
 - D. Proposals should be made with the presumption that CMR will not be authorized to self-perform subtrade work. See Document 00 7301 (Supplementary General Conditions).
6. The undersigned Proposer acknowledges that the estimated Direct Cost of Construction provided herein is for Proposing purposes only, that Owner does not warrant the final accuracy of the estimate, and that the undersigned Proposer must make its own independent verification of estimated costs.
 7. The undersigned acknowledges that the Best Value Proposer will be determined as provided in Document 00 2001 (Instruction for Proposals).
 8. The undersigned Proposer understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion without compensation to Proposer.
 9. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Proposer within the time described in Paragraph 2 of this Document 00 4001 or at any other time thereafter before it is withdrawn, the undersigned Proposer will execute and deliver the documents required by Document 00 2001 (Instructions for Proposals) within the time specified therein.
 10. Notice of Award or request for additional information may be addressed to the undersigned Proposer at the address set forth below.
 11. The undersigned Proposer agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete Work in the Contract (or portions thereof) within the time(s) specified in Document 00 5201 (Agreement) shall be as set forth in Document 00 5201 (Agreement).
 12. Notice of acceptance and any requests for additional information shall be addressed to the undersigned at the following address:

COUNTY OF MONTEREY OR VIA FACSIMILE: (831)755-4958
PWFP- Public Works, Facilities & Parks
{Project Manager Name}, Project Manager
1441 Schilling Place, South, Second Floor
Salinas, California, 93901
 13. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____
License number: _____
Expiration date: _____

14. In the event the proposer to whom Notice of Intent to Award letter is given fails or refuses to post the required bonds and insurance and return the executed copies of the agreement form within ten (10) days from the date of receiving the Notice of Intent to Award letter, County may declare the proposers security forfeited as damages and contract with the second best value proposer.
15. Pursuant to Section 7103.5(b) of the Public Contract Code, in submitting a proposal to County, the proposer offers and agrees that if the proposal is accepted, it will assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
16. The undersigned has checked all above figures carefully and understands that County will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

Attached hereto are the following:

- Non-Collusion Declaration;
- Workers' Compensation Certificate;
- Iran Contracting Act Certification;
- Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents;
- Written Plan to Recruit Monterey Bay Area Residents, when applicable;
- Required Proposers Security in an amount not less than ten percent (10%) of the base proposal amount;
- Proposers Certifications;
- Letter from Surety;
- Insurance documentation;
- Acknowledgment of Addenda, if any and
- Required documents to be submitted with proposal as noted in 00 2001 (Instructions for Proposals)

17. The names of all persons interested in the foregoing Proposal as principals are:

CONSTRUCTION MANAGER AT RISK PROJECT DELIVERY PROGRAM POLICY GUIDELINES

IMPORTANT NOTICE: If Proposer or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Proposer or other interested person is an individual, give first and last names in full.

NAME OF

PROPOSER: _____
licensed in accordance with an act for the registration of Contractors, and with California license
number: _____ Expiration: _____.

(Place of Incorporation, if applicable)

(Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Proposer)

NOTE: If Proposer is a corporation, set forth the full legal name of the corporation together with the signature of two (2) officers who are authorized to sign contracts pursuant to California Corporations Code Section 313 on behalf of the corporation. For Corporations, two (2) signatures are required including one (1) signature by the chair of the Board of Directors, president or any vice president and one (1) signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If Proposer is a limited liability corporation (LLC), set forth the full legal name of the LLC together with signatures by two (2) managers, or by one (1) manager in the case of an LLC whose articles of organization state that it is managed by only one (1) manager pursuant to Corporations Code Section 17703.01. If Proposer is a partnership, including a limited liability partnership (LLP) set forth the name of the firm together with the signature of any partner, unless authority is restricted in the Statement of Partnership Authority pursuant to California Corporations Code Section 16301. For Limited Partnerships, set forth the name of the firm, together with the signature of a general partner, unless authority is restricted in the Statement of Partnership Authority pursuant to Corporations Code Section 15904.02(a). If Proposer is a sole proprietorship which consists of only one individual, set forth the name of the owner together with the signature of the owner; however, a sole proprietorship may operate under a fictitious business name.

Business Address: _____

Contractor's Representative(s): _____

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Proposal:

APPENDIX A**SCHEDULE OF RATES FOR PERSONNEL COSTS**

You can download a copy of this form in Excel from this link -

<https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works>

<u>Position</u>	<u>Staff Name</u>	<u>Cost per Hour*</u>
Principal in Charge		
Project Executive/Director		
Operations Manager		
Pre-construction Project Manager		
Pre-construction Project Engineer		
Sr. Estimator		
Estimator		
BIM Manager		
BIM Engineer		
Scheduler		
Sr. Project Manager		
General Superintendent		
Assistant Project Manager		
QA/QC Manager		
Safety Specialist		
Superintendent		
Sr. Project Engineer		
Field Engineer		
Administrative Assistant		
Training Facilitator		
Commissioning Coordinator (CxC)		
[Please add other position where applicable]		

**Rates include CMR's direct costs, without overhead or profit included under Cost Item 2, for salaries and related forms of compensation and employer's costs (including worker's compensation insurance and any other insurance required by law) for labor and personnel costs, of CMR's employees, while performing Work at the Project Site.*

END OF APPENDIX A

APPENDIX B***GENERAL REQUIREMENTS 1
(Not-to-Exceed Amount)**

	General Requirements 1 Job Site Temp Facilities, Utilities & Cleaning	GR1	Unit	Quantity	Unit Cost	Total
1	Office Trailers (Including Inspectors / Owners)	X				
2	Storage Trailer & Tool Shed	X				
3	Office Furniture and Equip	X				
4	Reproductions/Copy Machine	X				
5	Postage/UPS/FedEx	X				
6	Project Photographs	X				
7	Temporary Toilets	X				
8	Project Sign	X				
9	Telephone Installation	X				
10	Telephone Monthly Charges / Allowance	X				
11	Electric Power Installation	X				
12	Electric Power Monthly Charges / Allowance	X				
13	Water Service – Installation	X				
14	Water Service – Monthly Costs / Allowance	X				
15	Project Management Software	X				
16	Trailer Maintenance	X				
17	Daily Job Site Clean-Up	X				
18	Final Clean	X				
19	Dump Permits and Fees	X				
20	Dust Control	X				
21	Drinking Water/Cooler/Cup	X				
22	Safety/First Aid Supplies	X				
23	Fire Equipment (Office Trailers and Site)	X				
24	Site Security	X				
	[Please add other position where applicable]					
	GENERAL REQUIREMENTS 1 - NOT TO EXCEED SUBTOTAL					

*You can download and use the Excel worksheet provided to this RFP at

<https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>

APPENDIX B* (Continued)**GENERAL REQUIREMENTS 2**

(Shall be determined and solicited for bidding during subcontractors bidding in Phase 1. Proposer to add any line item needed to cover all line item GR2 costs associated with Work prior to sub-contractor bidding)

	General Requirements 2 Temporary Utilities, Cleaning & Hoisting	GR2	Unit	Quantity	Unit Cost	Total
1	Flagman and Traffic Control	TBD				
2	Temporary Road Construction	TBD				
3	Scaffolding	TBD				
4	Temporary Fencing and Enclosures	TBD				
5	Covered Walkways	TBD				
6	Barricades	TBD				
7	Temporary Stairs	TBD				
8	Opening Protection	TBD				
9	Safety Railing & Nets	TBD				
10	Temporary Road Maintenance	TBD				
11	Trash Chute & Hopper	TBD				
12	Trash Removal and Hauling	TBD				
13	SWPP Installation & Maintenance	TBD				
14	SWPP Inspection	TBD				
	Hoisting	GR2	Unit	Quantity	Unit Cost	Total
1	Hoist & Tower Rental	TBD				
2	Hoist Landing & Fronts	TBD				
3	Hoist Operator	TBD				
4	Hoist Material Skips/ Hoppers	TBD				
5	Erect & Dismantle Cranes and Hoists	TBD				
6	Crane Rental	TBD				
7	Crane Operators	TBD				
8	Crane Raising/ Jumping Costs	TBD				
9	Temporary Elevator Rental	TBD				
10	Elevator Operation Costs	TBD				
11	Cage Rider at Elevator	TBD				
12	Forklift Rental	TBD				
13	Forklift Operator	TBD				
14	Safety Inspections	TBD				
15	Fuel, Repairs, Maintenance, Service [Please add other position where applicable]	TBD				

*You can download and use the Excel worksheet provided to this RFP at

<https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>

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