

**COPY**

**AGREEMENT BETWEEN**

**THE YOSEMITE COMMUNITY COLLEGE DISTRICT**

**AND**

**KITCHELL**

**FOR**

**PROGRAM MANAGEMENT SERVICES**

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## AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement for Program Management Services ("Agreement") is made on May \_\_, 2005, effective as of June 1, 2005, between the **Yosemite Community College District** ("District"), and Kitchell ("Program Manager"), for the following project(s) (collectively the "Project"):

**Bond Program Management Services (See Exhibit "A" and Exhibit "F" for Project scope)**

### WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

- 1.1. Scope: Program Manager shall provide the services described herein and under **Exhibit "A" and Exhibit "F"** for the Project, including, without limitation, all work necessary to develop a Program Management Plan for the building program funded by Measure E and District designated additional funds from other sources. Services of the Program Manager are for pre-construction planning only and do not involve actual construction activities.
- 1.2. Coordination: In the performance of Program Manager's services under this Agreement, Program Manager agrees that it will accept District direction only through the District's designated representatives, keep District designated representatives informed and maintain coordination with District personnel through District's designated representatives as may be requested and desirable.
- 1.3. Program Manager's Services: Program Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Program Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 1.4. Standard of Care: The Program Manager shall perform its services in accordance with the standard of care normally practiced by program management firms in performing services of a similar nature for California school districts at the time and place the services are performed. The services (or any product thereof) shall, without limitation, comply with applicable laws, codes, standards, rules, and regulations that the District and its professional consultants must comply with.

## 2. PROGRAM MANAGER STAFF

- 2.1. The Program Manager has been selected to perform the work herein because of the skills and expertise of key individuals.
- 2.2. The Program Manager agrees that the following key people in Program Manager's firm shall be associated with the Project in the following capacities:

Principal In Charge:	Russell Fox
Program Director:	Mark Newton
Sr. Project Manager:	Cynthia Hughes
Program Manager(s):	Randy Rominger Rick Pomeroy

- 2.3. The Program Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Program Manager. In either case, District shall be allowed to interview and approve replacement personnel.
- 2.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Program Manager shall immediately remove that person from the Project and provide a temporary replacement. Program Manager shall within thirty (30) work days provide a permanent replacement person acceptable to the District.
- 2.5. Program Manager represents that the Program Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Program Manager.
- 2.6. The Program Manager's primary representative and immediate support staff shall perform their work at an office at the District offices on Blue Gum Avenue for the duration of the term of this contract. Basic furniture, computers, fax and data connections and phone service will be provided by the District. All other equipment, services, and supplies will be furnished by the Program Manager.

## 3. TERM OF AGREEMENT AND SCHEDULE OF WORK

The Program Manager shall commence work under this Agreement on the effective date set forth above and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of Program Manager to perform work on time as specified in this Agreement is a material breach of this Agreement. Program Manager shall be entitled to additional time to complete its work for delays caused by action or inaction of District or other delays beyond Program Manager's reasonable control. In any event, this Agreement shall terminate at the end of

three (3) years from commencement of work hereunder, unless extended by the parties by written mutual agreement.

#### **4. MASTER BUDGET**

- 4.1. Program Manager shall work with the District to establish project scope and schedule to establish the Master Budget.
- 4.2. Evaluations of the District's preliminary budget and costs estimates and the cost estimates prepared by the Program Manager, represent the Program Manager's best judgment as a professional familiar with the construction industry.
- 4.3. The Master Budget shall be the total cost to District of all elements of the building program.
- 4.4. The Master Budget shall be established by the Program Manager with the District as part of work in the Program Management Plan phase as described in **Exhibit "A."** This budget includes building construction costs ("hard costs"), "soft costs," program support costs, allowed contingencies, and escalation per the Master Schedule.
- 4.5. Program Manager shall reconcile projected expenditure cash flow with projected revenue cash flow.

#### **5. FEE AND METHOD OF PAYMENT**

- 5.1. The Program Manager's total compensation for the services described in this Agreement shall be a fixed fee of \$\_\_\_\_\_, payable monthly for services rendered per the schedule of values listed in **Exhibit "D."** Invoices shall be submitted by the 5<sup>th</sup> day of the month for services provided within the previous month. Undisputed payments for Program Management Services shall be due and payable within thirty (30) days following the District's receipt of the Program Manager's monthly invoice. Undisputed amounts that are not paid within 30 days of receipt by the District shall become delinquent and accrue interest at the rate of 1% per month.
- 5.2. Any additional services authorized in writing by the District shall be payable on a time and materials basis per the rates as indicated in **Exhibit "B."**
- 5.3. If causes beyond the Program Manager's reasonable control delay, extend, or change the time for performance of the Program Management Services, the compensation for Program Manager's Service shall be a monthly rate as specified in **Exhibit "D."**
- 5.4. If the District suspends the Project for more than sixty (60) consecutive days, the Program Manager shall be compensated for services performed prior to notice of



such suspension. When the Project is resumed, the Program Manager shall be compensated for actual and reasonable expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted if the Program Manager's services necessitate additional effort or costs.

- 5.5. The Program Manager's fee set forth in this Agreement shall be full compensation for all of Program Manager's work incurred in the performance hereof, including, without limitation, all costs for personnel, travel (except for travel outside of Modesto/Stanslaus County and Tuolumne County), offices, printing of deliverables, providing and/or shipping of deliverables or any other items, per diem expenses, any other direct or indirect expenses incident to providing the services, and any other items specified in **Exhibit "A."**
- 5.6. Reimbursable expenses shall be billed at Program Manager's actual costs, plus ten percent (10%) and shall only be paid based on documentation and supporting information sufficient to the District. Allowable reimbursable expenses include:
  - 5.6.1. Printing of deliverables and reports;
  - 5.6.2. Courier/overnight delivery services and postage except those services internal to Program Manger.
  - 5.6.3. Travel as directed by the District, outside of the Modesto/Stanslaus County/Tuolumne County Areas;
  - 5.6.4. Procurement of accounting software for fiscal tracking and reporting.

## **6. PAYMENT FOR ADDITIONAL SERVICES**

Any additional services authorized in writing by the District shall be payable on a time and materials basis pursuant to the rates and terms as indicated in **Exhibit "B."** A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Program Manager to the District for written approval before proceeding with any Additional Services work.

## **7. OWNERSHIP OF DATA AND SYSTEMS**

- 7.1. After completion of the Project or after termination of this Agreement, Program Manager shall deliver to District a complete set of all documents generated by Program Manager and copies of all documents exchanged with or copied to or from all other Project participants by Project Manager. Said Project records shall be indexed and appropriately organized for easy use by District personnel. The Program Manager shall be entitled to keep copies of all documents submitted to the District.

- 7.2. The District and/or the Program Manager shall each have the right to use, without restriction, any information systems (including cost tracking system) developed by the Program Manager.

## **8. TERMINATION OF CONTRACT**

- 8.1. District retains the right to terminate, either for convenience or for cause, Program Manager's performance on any Project components, or as Program Manager. Program Manager agrees to continue to perform all non-terminated portions of this Agreement in that case and the Parties shall decide on a mutually agreeable fee for those portions of work. The Parties hereby agree to negotiate in good faith in that instance. The District shall pay the Program Manager only the fee associated with the services provided, since the last invoice that has been paid and up to the notice of termination.
- 8.2. The Program Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within 30 (thirty) days, or if the default cannot be cured within 30 (thirty) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Program Manager. Such termination shall be effective after receipt of written notice from Program Manager to the District.

## **9. INDEMNITY CLAUSE**

- 9.1. Program Manager shall defend, indemnify and hold District, its directors, officials, officers and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by the willful misconduct or negligent acts, errors or omissions of Program Manager, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement. Program Manager shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers and employees in any such suits, actions or other legal proceedings to the extent required by the above agreement to indemnify. Program Manager shall reimburse District, its directors, officials, officers and employees for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the requirements of this paragraph. Program Manager's obligation to indemnify, defend, or hold harmless shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

## **10. RESPONSIBILITIES OF THE DISTRICT**

The District designates Maria Baker and Teresa Scott as its representatives who shall examine the documents submitted by the Program Manager and shall render decisions so as to avoid unreasonable delay in the process of the Program Manager's services as follows:

- 10.1. The District shall provide to the Program Manager complete information regarding the District's requirements for the Project.
- 10.2. The District shall furnish legal, accounting, contract review and insurance counseling services as may be necessary to protect the District's interests for the Project.
- 10.3. If the District observes or otherwise becomes aware of any fault or defect in the Project or the Program Manager's services, the District shall give prompt written notice thereof to the Program Manager. Failure to give this notice shall not be deemed to be a waiver.
- 10.4. The District shall designate an officer, employee or other authorized representatives to act in the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.
- 10.5. Unless otherwise agreed in writing, the District shall contract directly for the provision of design, construction, construction management, and other services, work, and goods to implement the Project and subsequent building program that are not provided by the Program Manager under this Agreement. In some instances, the District may direct that communications with the District's other contractors shall be through the Program Manager.

The Program Manager, its agents, subconsultants and employees shall have no responsibility for and the District agrees to bring no claim against the Program Manager, its agents, subconsultants and employees, relating to the investigation, detection, abatement, replacement, or removal of asbestos material, PCBs, mold, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or upon the land, the atmosphere, or any water course or body of water, excepting only such claims that arise out of the negligence or willful misconduct of the Program Manager, its agents, employees or subconsultants.

## **11. LIABILITY OF DISTRICT**

- 11.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Program Manager, or by its



employees, even though such equipment be furnished or loaned to Program Manager by District.

## **12. INSURANCE**

- 12.1. Program Manager shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "D."**
- 12.2. Program Manager and its insurance carrier shall notify District in writing at least thirty (30) days prior to cancellation or reduction of coverage amounts of any of the insurance.
- 12.3. Program Manager shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "D."**
- 12.4. The District and Program Manager each shall provide the other with copies of certificates for all policies obtained for the Project. Each party shall provide the other thirty (30) days notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

## **13. NONDISCRIMINATION**

- 13.1. Program Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person.
- 13.2. Program Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

## **14. COVENANT AGAINST CONTINGENT FEES**

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

## **15. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Program Manager shall be

entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Program Manager specifically acknowledges that in entering this Agreement, Program Manager relies solely upon the provisions contained in this Agreement and no others.

#### **16. NON-ASSIGNMENT OF AGREEMENT**

In as much as this Agreement is intended to secure the specialized services of the Program Manager, Program Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Program Manager and any such assignment, transfer, delegation or sublease without Program Manager's prior written consent shall be considered null and void.

#### **17. LAW, VENUE**

- 17.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 17.2. The county in which the District office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. ALTERNATIVE DISPUTE RESOLUTION**

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all parties.

#### **19. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### **20. EMPLOYMENT STATUS**

- 20.1. Program Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in

which the Program Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Program Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.

- 20.2. Program Manager understands and agrees that the Program Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 20.3. If a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Program Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Program Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 20.4. Should a relevant taxing authority determine a liability for past services performed by Program Manager for District, upon notification of such fact by District, Program Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Program Manager under this Agreement (again, offsetting any amounts already paid by Program Manager which can be applied as a credit against such liability).
- 20.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Program Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Program Manager is an employee for any other purpose, then Program Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Program Manager was not an employee.
- 20.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **21. WARRANTY OF PROGRAM MANAGER**

- 21.1. Program Manager warrants that the Program Manager is properly licensed and/or certified, if required, under the laws and regulations of the State of California to provide the special services that it has herein agreed to perform.

- 21.2. Program Manager certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 21.3. Program Manager warrants that, to extent California or Federal law relating to prevailing wages apply to it on the Project or for the Services under this Agreement, it will comply with the said law and indemnify the District for Program Manager's failure to do so.

## **22. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS**

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

## **23. COMMUNICATIONS**

Communications between the parties to this Agreement may be sent to the following addresses:

### **District:**

Teresa M. Scott  
Yosemite Community College District  
2201 Blue Gum Ave.  
Modesto, CA 95352

### **Program Manager**

Russell Fox  
Kitchell  
2750 Gateway Oak Drive, Suite 300  
Sacramento, CA 95833

## **24. OTHER PROVISIONS**

- 24.1 Neither the District's review of, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.
- 24.2 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

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

**Yosemite Community College District**

**Kitchell**

Dated: May 16, 2005

Dated: 5/24, 2005

By: *James M. Hatt*

By: *[Signature]*

Title: Executive Vice Chancellor

Title: Vice President

Its: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

**PROGRAM MANAGER** shall provide professional services necessary for completing the following:

#### 1. BASIC SERVICES

**PROGRAM MANAGER** agrees to provide the services described below:

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the **DISTRICT** as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Contract for or employ, at **PROGRAM MANAGER'S** expense, sub-consultants to the extent deemed necessary for **PROGRAM MANAGER'S** services. Nothing in the foregoing shall create any contractual relationship between the **DISTRICT** and any sub-consultant employed by the **PROGRAM MANAGER** under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the **DISTRICT** for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between **DISTRICT** and its Design Professionals of the Site Committee meetings, and of construction meetings during the course of the projects. **PROGRAM MANAGER** shall invite the **DISTRICT** and/or its representative to participate in these meetings. **PROGRAM MANAGER** shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Assist with the development of program design standards, including consideration of life cycle cost as the **DISTRICT** requires. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, and other services furnished by **PROGRAM MANAGER** under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by **DISTRICT** to **PROGRAM MANAGER**. **PROGRAM MANAGER** shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Program, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the **DISTRICT** and/or its representative for inclusion in the overall Project documentation.
- 1.8. The **PROGRAM MANAGER** shall develop a Program Financial Management System, including accounting, auditing, cost estimating and budgeting, contract payment, cash flow forecasting and analysis, financial reporting and information management system to assist in establishing communications between the **DISTRICT, PROGRAM MANAGER, Construction Managers, Design Professionals, Contractors** and other parties on the Project. In developing the system, the **PROGRAM MANAGER** shall interview the **DISTRICT'S** key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.9. The **PROGRAM MANAGER** shall coordinate transmittal of documents to regulatory agencies for review and shall advise the **DISTRICT** of potential problems in completion of such reviews.
- 1.10. The **PROGRAM MANAGER** shall assist the **DISTRICT** in developing lists of possible bidders and in prequalifying bidders if prequalification is permitted by the **DISTRICT**. This service shall include the following: development and implementation of a Program-wide prequalification procedure; preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; interviewing possible bidders, bonding agents and financial institutions; and preparing recommendations for the **DISTRICT**. The **PROGRAM MANAGER** shall prepare a bidders list for each bid package for approval by **DISTRICT**.
  - 1.10.1. The **PROGRAM MANAGER** shall assist the **DISTRICT** in preparing and developing procedures to solicit bids for the Program and shall advise the **DISTRICT** concerning the bundling of Projects for bidding.
  - 1.10.2. The **PROGRAM MANAGER** shall submit estimates prepared by the Construction Managers of costs for all Addenda to the **DISTRICT** for approval. The **PROGRAM MANAGER** shall adjust.

- 1.11. The **PROGRAM MANAGER** shall provide and maintain a management team for the Program.
- 1.12. The **PROGRAM MANAGER** shall support a website for public access to show project status, including providing documentation, pictures, and other information and assistance.
- 1.13. The **PROGRAM MANAGER** shall cooperate with the persons responsible for operation of the **DISTRICT's** labor compliance program, if applicable, and shall coordinate and verify activities of others in the operation of that program.
- 1.14. The **PROGRAM MANAGER** shall provide direction and planning to ensure Program adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management **DISTRICT** and State of California and Regional Water Quality Control Board laws, regulations and rules. The **PROGRAM MANAGER** shall assist the **DISTRICT** in the formulation of, comply with, and ensure that all Construction Managers and their sub-consultants and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the **DISTRICT** and applicable to the Program, at no additional cost to the **DISTRICT**.
- 1.15. **PROGRAM MANAGER** shall manage, coordinate, and verify that the results and information provided by the **DISTRICT** are integrated into the design and construction of the Program, but not perform, the following:
  - 1.15.1. Ground contamination or hazardous material analysis.
  - 1.15.2. Any asbestos testing, design or abatement.
  - 1.15.3. Compliance with CEQA, except that **PROGRAM MANAGER** agrees to provide current information for use in CEQA compliance documents to any CEQA consultants retained by the **DISTRICT**.
  - 1.15.4. Historical significance report.
  - 1.15.5. Soils investigation.
  - 1.15.6. Geotechnical hazard report.
  - 1.15.7. Topographic survey, including utility locating services.

- 1.15.8. Other items specifically designated as the **DISTRICT'S** responsibilities under this Agreement.

## 2. **PROGRAM MANAGEMENT SERVICES**

- 2.1. General: As **PROGRAM MANAGER**, **PROGRAM MANAGER** shall monitor and advise the **DISTRICT** as to all material developments in the Program. **PROGRAM MANAGER** shall develop and implement with **DISTRICT** approval reporting methods for schedules, cost and budget status, and projections for each project in the **DISTRICT'S** Program. **PROGRAM MANAGER** shall be the focal point of all communication to and from construction contractors and shall be copied on all communications between **DISTRICT** and its Design Professionals.
- 2.2. Scheduling: **PROGRAM MANAGER** shall prepare methods to track and report on schedule status for each project and for the overall Program. **PROGRAM MANAGER** shall develop master schedules and milestone schedules for each project, and shall report on same each month to the **DISTRICT**.
- 2.3. Cost Controls: **PROGRAM MANAGER** shall prepare and implement methods to budget and track all expenditures on each project in the Program and forecast and project exposures to changes and report on exposure to changes to the Program. **PROGRAM MANAGER** shall generate monthly reports to the **DISTRICT** reflecting this information.
- 2.4. Communications to Board: The **PROGRAM MANAGER** may be required to attend each monthly meeting of the **DISTRICT'S** Board of Trustees, and to provide updates at each meeting.

## 3. **PRE-DESIGN AND PROGRAMMING PHASE SERVICES**

### 3.1 **PROGRAM MANAGEMENT PLAN DEVELOPMENT**

Upon final execution of the Agreement with the **DISTRICT**, the **PROGRAM MANAGER** shall:

- 3.1.1 Kick-off Meeting: Participate in a general Project kick-off meeting to include the **PROGRAM MANAGER**, appropriate sub-consultants, the Architects, and **DISTRICT** staff.
- 3.1.2. Surveys of Existing Facilities: Perform detailed assessments of each Project site. Evaluate reports and surveys regarding existing conditions, including geotechnical and hazardous materials issues. Develop proposed scopes of work for each site in conjunction with **DISTRICT**, Architects,

and public input. Assist **DISTRICT** with establishing priorities for each site.

- 3.1.3. Educational Specifications: Assist **DISTRICT** with developing and refining Educational Specifications, but **PROGRAM MANAGER** shall not be responsible for drafting same.
- 3.1.4. Program Schedule: Develop with **DISTRICT** and Architect(s)' input the overall Program schedule and milestone schedules for each Project. Schedules will include phasing plans and other approaches developed with **DISTRICT**, Architect, and public input through public meetings.
- 3.1.5. Community Meetings: **PROGRAM MANAGER** shall participate in periodic community meetings as requested by **DISTRICT**.
- 3.1.6. Program Budget: The **PROGRAM MANAGER** shall assist the **DISTRICT** in balancing the intent and purpose of the projects and the program with the funds initially budgeted. The **PROGRAM MANAGER** shall develop a preliminary construction cost model utilizing unit costs for each major component. Prepare preliminary cost estimates for each project.
- 3.1.7. Program Management Plan: Prepare a Program Management Plan and work plan updating and revising the Program Management Plan. The Program Management Plan will incorporate Project scopes, budget, and schedule as developed in this phase. The Program Management Plan shall set forth in detail preliminary scopes of work at each site, cost estimates for each project, phasing plan(s) and schedules, and ranking of priorities.

#### 4. MEETINGS

- 4.1. **PROGRAM MANAGER** shall attend all meetings at the direction of the **DISTRICT** necessary to carry out this phase of the Program. These meetings shall not exceed one day in duration and shall be held at the **DISTRICT**.
- 4.2. **PROGRAM MANAGER** along with any involved sub-consultants shall present and review with the **DISTRICT** and the Board the Program Management Plan.

#### 5. DELIVERABLES

- 5.1 **PROGRAM MANAGER** shall provide to the **DISTRICT** within the schedule set forth in Exhibit C the following quantities of materials produced in this phase, together with one copy of the materials in reproducible form and one in electronic files:



20 copies of the Program Management Plan and the work plan

## 6. PRECONSTRUCTION PHASE

- 6.1. Provide overall coordination of the Program; serve as the focal point of communication, transmitting information to the **DISTRICT** and Project teams on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction managers to **DISTRICT** and project design team shall be through the **PROGRAM MANAGER**. If requested by the **PROGRAM MANAGER**, the **PROGRAM MANAGER** shall receive simultaneous copies of all written communication from the **DISTRICT** or the project design team to the Construction Managers.
- 6.2. Support the **DISTRICT** through a Request for Qualifications process for the selection of Project architects, construction managers, inspectors, engineers, surveyors, environmental consultants and other Project design professionals as needed throughout the Program.
- 6.3. Develop and implement **DISTRICT**-approved policy and procedures manual containing but not limited to implementation procedures, forms, reporting requirements and dispute resolution procedures for the Program that involve all members of the Project teams, including **DISTRICT**, design professionals, construction managers and construction contractors.
- 6.4. Oversee and advise the **DISTRICT** regarding the provision of value engineering and, as requested, as an additional service, provide value engineering at the Schematic Design or Design Development Phase and coordinate with **DISTRICT** and Architects. Forward recommendations to the **DISTRICT** concerning revisions to the Project construction budgets that may result from design changes and construction.
- 6.5. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% Construction Documents. The **PROGRAM MANAGER** shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the **DISTRICT**. The **PROGRAM MANAGER** shall also make recommendations to the **DISTRICT** with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. However, the **PROGRAM MANAGER** is not responsible for providing, nor does the **PROGRAM MANAGER** control, the Project design or the contents of the design documents. The **PROGRAM MANAGER'S** actions in reviewing the Project design and the documents reflecting that design and in making recommendations as provided herein are advisory only to the **DISTRICT**. The

Architect is not a third party beneficiary of the **PROGRAM MANAGER'S** work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.

- 6.6. Develop the schedules of the Program and each Project through the completion of construction, for the **DISTRICT's approval**, in coordination with Architect(s) and advise and consult with **DISTRICT**.
- 6.7. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs of each and estimates and invoices for Program-wide consultants and testing.
- 6.8. Develop and implement a management control system for the Program to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Program. The system will allow for monthly progress reports to the **DISTRICT** regarding the schedule for the Program and the Projects.
- 6.9. Organize an initial planning workshop to create baseline parameters for the Projects, to define overall building requirements, project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, **PROGRAM MANAGER** will develop a work plan that identifies the various phases of the Projects, coordination among phases, and budget and time constraints for each phase of the Projects. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
  - 6.9.1. Attend all planning, programming and master site planning meetings relating to the Program as directed by the **DISTRICT**.
  - 6.9.2. Advise **DISTRICT** regarding "green building" technology. Oversee implementation of energy conservation measures.

## **7. PRE-BID PHASE**

- 7.1. Develop a master schedule and a construction milestone schedule for the Program.
- 7.2. In consultation with **DISTRICT** and according to **DISTRICT**-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Program. Establish a communications procedure for the Program that allows for decision-making at appropriate levels of responsibility and accountability.

- 7.3. Work with the **DISTRICT** to develop standard, special, or general conditions for Contract(s) that might be needed for unique Project or bid package conditions, for **DISTRICT'S** approval.

## 8. **BIDDING PHASE**

- 8.1. Monitor bid analyses and compile Program reports based on these bid analysis.

## 9. **CONSTRUCTION PHASE**

- 9.1. Coordinate work of the construction manager(s) and effectively manage the Program to achieve the **DISTRICT'S** objectives in relation to cost, time and quality. **PROGRAM MANAGER** shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 9.2. Conduct Program-wide meetings as needed to discuss and resolve such matters as progress, quality and scheduling. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality or workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the **DISTRICT**, the affected construction managers, contractors, and Architect(s) and make recommendations for methodologies to resolve issues.
- 9.3. Integrate construction contractor(s)' construction schedules, updates and revisions provided by Construction Managers into the Program schedule, verify that they are compatible with the Program schedule and report to the Construction Manager if they are not compatible with the Master schedule for the Program. **PROGRAM MANAGER** shall review Project construction schedules for conformity with the Master schedule for the Program. Where Project construction schedules do not so conform, **PROGRAM MANAGER** shall inform the construction manager and monitor to ensure that the construction manager takes appropriate measures to secure compliance, subject to **DISTRICT** approval.
- 9.4. Ensure compliance by construction managers and other consultants with Program and **DISTRICT** requirements and recommend courses of action to the **DISTRICT** when consultant(s) fails to fulfill Program and **DISTRICT** requirements.
- 9.5. The **PROGRAM MANAGER** shall report to the **DISTRICT** the number, nature and impact of construction manager authorizations of minor variations in the work from the requirements of the contract documents. This authorization process is only authorized by the District when the variations do not involve an adjustment in the contract price or the contract time or design and are consistent with the overall intent of the contract documents.

- 9.6. The **PROGRAM MANAGER** shall develop a Program-wide safety program with which the safety programs developed and submitted by each of the contractor(s) must comply. Neither **PROGRAM MANAGER** nor **DISTRICT** shall be responsible for or have any liability for contractor(s)' failure to provide, comply with, or enforce said safety programs.
- 9.7. The **PROGRAM MANAGER** shall ensure the recording by Construction Managers of the progress of each Project by a daily log.
- 9.8. The **PROGRAM MANAGER** shall track and prepare financial reports on a Program-wide basis reporting the relationship between budget and costs based on information received from Construction Managers and other sources. The **PROGRAM MANAGER** shall analyze and recommend measures to take if costs exceed the Program or Project budget and provide the **DISTRICT** timely notice of any potential increase in costs in excess of approved budgets provided to **PROGRAM MANAGER**.
- 9.9. The **PROGRAM MANAGER** shall maintain a change order log for the Program and develop procedures to expedite processing of change orders.
- 9.9.1. The **PROGRAM MANAGER** shall implement procedures for issues identification and resolution of actual or potential claims of the consultants, and ensure that all claims against **DISTRICT** are mitigated, eliminated, or settled.
- 9.9.2. The **PROGRAM MANAGER** shall develop and implement procedures with the assistance and confirmation of the Architect(s) **DISTRICT**, construction manager(s), and inspectors for the review and processing of construction contractor(s) applications for progress and final payments for all construction contracts.
- 9.9.3. The **PROGRAM MANAGER** shall assist **DISTRICT** in selecting and retaining special consultants and testing laboratories and coordinate their services.
- 9.9.4. **PROGRAM MANAGER** shall establish a quality control program for the Program and monitor implementation of the quality control program to assure the quality and workmanship of construction for conformity with: (a) accepted industry standards; (b) applicable laws, rules, or ordinances; and (c) the design documents, to guard **DISTRICT** against defects in the work of the construction contractors.
- 9.9.5. The **PROGRAM MANAGER** shall establish procedures, in collaboration with the Architect(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract,



including receipt and transmittal of all submittals from the Construction contractor(s) to the Architect(s) for review and approval and maintenance of submittal and shop drawing logs.

- 9.9.6. The **PROGRAM MANAGER** shall compile and review monthly project status reports for each active Project and prepare and distribute monthly project status reports for the Program, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of requests for information ("RFI's"), change orders and submittals.
- 9.9.7. The **PROGRAM MANAGER** shall maintain at the **PROGRAM MANAGER'S** office, a current copy of all approved program-wide documents marked to record all changes made during construction. At the completion of the Project, the **PROGRAM MANAGER** shall deliver all such records to **DISTRICT**. Contractor shall bear responsibility for formal "as-built" documents.

## 10. PROJECT COMPLETION

- 10.1. The **PROGRAM MANAGER** shall review records of Construction Managers observations, with **DISTRICT'S** maintenance personnel, of the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The **PROGRAM MANAGER** shall maintain records of start-up and testing as provided by the construction manager(s), ensure **DISTRICT** of compliance with applicable provisions of the contract(s) ), that all work has been performed and accepted, and that all systems are complete and operative.
- 10.2. At the punch list phase of the Project or designated portions thereof, the **PROGRAM MANAGER** shall, in consultation with the Construction Manager(s), Architect(s) and PI, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The **PROGRAM MANAGER** shall review and monitor the preparation and implementation of this list.
- 10.3. On the basis of reports provided by the Construction Manager(s), the **PROGRAM MANAGER** shall notify **DISTRICT** of final completion.
- 10.4. The **PROGRAM MANAGER** shall consult with the Architect(s), PI and the **DISTRICT** and shall determine when the Project and the contractor's work are finally completed. The **PROGRAM MANAGER** shall assist with the issuance of a Certificate of Final Completion, and shall provide to the **DISTRICT** a written recommendation regarding payment to the contractors.



## 11. FINAL DOCUMENTS

- 11.1. The **PROGRAM MANAGER** shall review and monitor all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents are **received and** provided, and shall secure and transmit to the **DISTRICT** those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The **PROGRAM MANAGER** shall also forward all documents and plans to the **DISTRICT** upon completion of the Program and ensure all such plans and documents are well organized for any appropriate audit or review of the Program.

## 12. WARRANTY

- 12.1. The **PROGRAM MANAGER** shall develop a Warranty Inspection and Warranty Work procedure that all Construction Managers and contractors are to follow. . The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**EXHIBIT "B"**  
**CRITERIA AND BILLING FOR EXTRA WORK**

- A. The following extra services to this Agreement shall be performed by **PROGRAM MANAGER** if needed and requested by **DISTRICT**.
1. Providing services required because of significant documented changes in the Project initiated by the **DISTRICT**, including but not limited to size, quality, complexity, the **DISTRICT'S** schedule, or method of bidding or negotiating and contracting for construction.
  2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
  3. Providing services made necessary by the default of contractors, or by major defects or deficiencies in the work of the contractor, or by failure of performance of the **DISTRICT'S** consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
  4. The selection, layout, procurement or specification at the **DISTRICT'S** request of movable furniture, furnishings, equipment or other articles which are not included in the construction contract.
  5. Determining the accuracy of existing drawings.
  6. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
  7. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
  8. Seeking variances or changes to agency guidelines on behalf of the **DISTRICT** when so directed by the **DISTRICT**
  9. Providing coordination of Work or providing services related to Work performed by the **DISTRICT'S** own forces.
  10. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of **PROGRAM MANAGER** or where the **PROGRAM MANAGER** is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
  11. Performing technical inspection and testing.

12. Providing additional construction administration services necessitated by changes in the Architects' firm or key personnel.
  13. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.
  14. Providing other services requested by the District that are outside the scope of this Agreement and not customarily furnished in accordance with generally accepted scope of program management practice.
- B. The rates identified in the Fee Proposal attached to Exhibit "D," which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for extra services.

## **EXHIBIT "C"**

### **SCHEDULE OF WORK**

The following represents the program overview of all program and project activities. The Program Manager shall have oversight and manage these activities as described in Exhibit A.

#### **2005**

##### **Predesign of Program Phase**

- Development of Management Information System
- Surveys of Existing Facilities
- Development of Educational Specifications
- Development of Initial Program Schedule
- Development of Initial Program Budget and Construction Cost Model
- Preparation of Program Management Plan

##### **Preconstruction Phase**

- RFQ Process for Architectural and Design Services
- RFQ Process for Construction Management Services

##### **Phase I – 2005-2008**

- Verification of Phase I Scope, Budget and Schedule
- Environmental Process
- Land Acquisition
- Project Planning
- Design Approvals by **DISTRICT** Committees, Board, and Outside Agencies
- Prequalification, Bidding & Award
- Construction, Project Closeout
- Integration of Scheduled Maintenance Projects

##### **Phase II – 2006-2009**

- Verification of Phase II Scope, Budget and Schedule
- Environmental Process
- Project Planning
- Design Approvals by **DISTRICT** Committees, Board, and Outside Agencies
- Prequalification, Bidding & Award
- Construction, Project Closeout
- Integration of Scheduled Maintenance Projects

### Phase III – 2008-2012

- Verification of Phase III Scope, Budget and Schedule
- Environmental Process
- Project Planning
- Design Approvals by **DISTRICT** Committees, Board, and Outside Agencies
- Prequalification, Bidding & Award
- Construction, Project Closeout
- Integration of Scheduled Maintenance Projects

### Phase IV – 2009-2013

- Verification of Phase IV Scope, Budget and Schedule
- Environmental Process
- Project Planning
- Design Approvals by **DISTRICT** Committees, Board, and Outside Agencies
- Prequalification, Bidding & Award
- Construction, Project Closeout
- Integration of Scheduled Maintenance Projects



# **EXHIBIT "D"** **FEE SCHEDULE**

## **A. Compensation**

1. The payment of consideration to **PROGRAM MANAGER** as provided herein shall be full compensation for all of **PROGRAM MANAGER's** work incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, printing of deliverables in the quantities set forth in **Exhibit "A,"** providing or shipping of deliverables or any other items, per diem expenses, or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in Article 6 of the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The amount of compensation shall be a fixed fee for a term of thirty six months in the amount as follows:

<b>Year</b>	<b>Monthly</b>	<b>Annual</b>
<b>2005</b>	<b>\$ 116,058</b>	<b>\$ 696,350</b>
<b>2006</b>	<b>\$ 71,782</b>	<b>\$ 861,384</b>
<b>2007</b>	<b>\$ 62,574</b>	<b>\$ 750,888</b>
<b>2008</b>	<b>\$ 42,674</b>	<b>\$ 256,042</b>
<b>Contract Total</b>		<b>\$2,564,664</b>

3. Hourly Rates (2005)

Program Director	\$175
Senior Program Manager	\$165
Controls Manager	\$165
Project Manager	\$125
Budget/ Financials Systems Manager	\$176
MIS Manager	\$120
Document Controls	\$ 95
Communications Support	\$125
Project Engineer	\$ 95
Registered Architect	\$135
Civil Engineer	\$135
Structural Engineer	\$135
Mechanical Engineer	\$135
Technical Support Manager	\$165
Electrical Engineer	\$135
Scheduler/ Estimator	\$ 95
Clerical	\$67

These rates reflect the Program Manager's current hourly rate structure, and can be adjusted on an annual basis based on the COLA index.

**B. Method of Payment**

1. Invoices shall be on a form and in the format provided by the **DISTRICT** and are to be submitted in duplicate to the **DISTRICT** via the **DISTRICT'S** authorized representative.
2. **PROGRAM MANAGER** shall submit to **DISTRICT** on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
3. **PROGRAM MANAGER** shall submit monthly pay request in the **DISTRICT'S** approved format.
4. Upon receipt and approval of **PROGRAM MANAGER's** invoices, the **DISTRICT** agrees to make payments within sixty (60) days of receipt of the invoice.

## **EXHIBIT E INSURANCE**

**PROGRAM MANAGER** shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **PROGRAM MANAGER**, his agents, representatives, employees and sub-consultants.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
  - 1. Commercial General Liability coverage.
  - 2. Commercial Automobile Liability, any auto.
  - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - 4. Professional Liability Insurance as appropriate to the **PROGRAM MANAGER's** profession.
- B. Minimum Limits of Insurance
  - 1. Within ten (10) days of signing of this Agreement the **PROGRAM MANAGER** shall maintain limits no less than:
    - a. Commercial General Liability: Three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    - b. Automobile Liability: Three million dollars (\$3,000,000) per accident for bodily injury and property damage.
    - c. Employer's Liability: Three million dollars (\$3,000,000) per accident for bodily injury or disease.
    - d. Professional Liability: **PROGRAM/Construction MANAGER** shall provide insurance covering to the **PROGRAM MANAGER** and his/her sub-consultants for three million dollars (\$3,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue

through substantial completion of construction plus two years thereafter.

2. The **DISTRICT** reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- C. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the **DISTRICT**.
- D. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  1. The **DISTRICT**, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the **PROGRAM MANAGER**; instruments of service and completed operations of the **PROGRAM MANAGER**; premises owned, occupied or used by the **PROGRAM MANAGER**; or automobiles owned, leased, hired or borrowed by the **PROGRAM MANAGER**. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds and shall be evidenced by endorsements.
  2. For any claims related to this project, the **PROGRAM MANAGER's** insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the **PROGRAM MANAGER's** insurance and shall not contribute with it.
  3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  4. The **PROGRAM MANAGER's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **DISTRICT**.

- E. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.
- F. Verification of Coverage: **PROGRAM MANAGER** shall furnish the **DISTRICT** with:
- (1) Certificates of insurance showing maintenance of the required insurance coverage;
  - (2) Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the **DISTRICT** before work commences.

## **EXHIBIT F**

### **Request for Qualification for Program Management Services**