RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

REQUEST FOR PROPOSALS NO. 23-12

LOS ANGELES COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS
NO. 23-12

FOR

PROGRAM MANAGEMENT SERVICES FOR
LOS ANGELES COMMUNITY COLLEGE DISTRICT BOND PROGRAM
PROPOSITIONS A AND AA/MEASURES J, CC, AND LA

September 13, 2023

INSTRUCTIONS TO PROPOSERS

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ARTICLE 1

INTRODUCTION

Through this Request for Proposal (RFP), the Los Angeles Community College District (District) is seeking proposals from well-qualified individuals and firms that can serve as the Program Manager for the Bond Program. **THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE INFORMATION AND PROPOSAL REQUIREMENTS TO RESPONDERS INTERESTED IN SUBMITTING PROPOSALS TO CONDUCT PROGRAM MANAGEMENT SERVICES FOR THE DISTRICT.**

INTERNET ACCESS TO THIS RFP

All materials related to the RFP will be available on the internet at: https://www.laccd.edu/offices/business-services/contract-services/bids-proposals.

All Respondents who choose to download an RFP solicitation will be solely responsible for checking the aforementioned web site for clarifications and/or addenda, and the District shall not have any responsibility for the same. Any failure by a Respondent to obtain clarifications and/or addenda from the website shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such Respondent's failure to obtain such information from the District's website shall not be valid grounds for a protest against award(s) made under the solicitation. All Respondents shall be solely responsible for obtaining all such RFP materials from the website at all times.

DEFINITIONS

Capitalized terms shall have the meanings assigned to them in Attachment No. 1 – "Program Management Agreement" attached hereto ("Program Management Agreement"). Capitalized terms not

so defined shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the RFP Documents where such terms are used.

ARTICLE 2
OVERVIEW

2.1 ABOUT THE DISTRICT

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms. The District serves a population of over five million residents in Southern California within an area of 882 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south. In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The Accrediting Commission for Community and Junior Colleges, a division of the Western Association of Schools and Colleges, accredits each of the nine colleges.

The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Technical College) to over four hundred fifty acres (Los Angeles Pierce College). Facilities include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

In Fall 2021 the District employed more than 6,000 full-and part-time personnel and served about 156,000 full-and part-time students in the 2021-22 academic year. More information about the District and its colleges can be found online at: https://www.laccd.edu/Departments/EPIE/Research/Pages/Fast-Facts.aspx.

The District welcomes a diverse pool of proposers to respond to the Request for Proposal as outlined below in the Scope of Services Sections, including but not limited to any Disadvantaged Business Enterprises.

2.2 THE BOND PROGRAM

In April 2001, the voters authorized the District to issue $1.245 billion of general obligation bonds under Proposition A. In May 2003, the voters authorized the District to issue approximately $980 million of general obligation bonds under Proposition AA. In November 2008, the voters authorized approximately $3.5 billion of general obligation bonds under Measure J. In November 2016, the voters

authorized approximately $3.3 billion of general obligation bonds under Measure CC. In November 2022, the voters authorized approximately $5.3 billion of general obligation bonds under Measure LA. The proceeds of these bond issuances are being used for construction, repair, improvement, and upgrade of District buildings, classrooms, student housing, and other facilities as authorized by one or more of the Bond Measures ("Bond Program"). Construction is currently underway at all of the District's nine college campuses. Planning, development, design, and construction under the Bond Program is managed by a "program manager" ("Program Manager") retained by the District. In addition, there is a project management firm ("College Project Leadership Team" or "CPLT") (which, notwithstanding the reference to "team," is actually a single firm). The CPLT, in turn manages a "College Project Team" ("CPT") at each campus which is comprised of the CPLT, its Subconsultants and other individuals or firms selected, retained and assigned by the District to the College to assist the CPLT in the performance of project or construction management services for the College under the leadership and supervision of the CPLT and under the Bond Program leadership of the Program Manager. This includes other project management professional services consultants retained by District at one or more college campuses pursuant to its Multiple Award Task Order Contracts ("MATOC") and its Bench Task Order Contracts ("BTOC"). The staffing provided by each CPT includes a project director, several project managers, schedulers and various support staff. Information about the Bond Program, current and upcoming Campus Projects as well as links to other reports and information are included in Attachment No. 5 – "Reference Documents" attached hereto. Additional information on the Bond Program may obtained by visiting the District's website at https://www.build-laccd.org/. Proposers are also invited to submit questions on the Bond Program by means of a Request for Information set forth in Section 4.1.5 below.

2.3 SUMMARY OF RFP

2.3.1 Objective. The objective of this Request for Proposal ("RFP") is to select one qualified firm to serve as the Program Manager for the Bond Program in accordance with the terms and conditions of the Program Management Agreement.

2.3.2 Term. The Term of the Program Management Agreement, unless earlier terminated in accordance with its terms, is for an initial term of two (2) years with potential annual renewals in the District's sole and absolute discretion up to a total maximum term of five (5) years. Proposers should assume that the commencement date of the Term may be set by the District to start any time between the date of Award and the end of the term of the District's current contract for Program Management Services, which is September 8, 2024.

2.3.3 Services. The Basic Services required of the Program Manager are generally described in Attachment No. 1 the Program Management Agreement, Article 2 and Exhibits B (Key Personnel List and Job Descriptions) and D (Basic Services Descriptions) attached thereto, which may, at the District's sole and absolute discretion, be supplemented by the other detailed descriptions of services and deliverables offered by the successful Proposer in its Proposals.

2.3.4 Total Compensation. As consideration for performance of Basic Services, the Program Manager shall be paid pursuant to the terms and conditions of the Program Management Agreement a Basic Services Compensation comprised of (1) Program Management Fees and (2) Reimbursable Expenses, not to exceed applicable agreed Maximum Compensation Limitations as further described in Paragraph 2.3.7, herein below and Article 5 of the Program Management Agreement.

2.3.5 Program Management Fees. Program Management Fees are computed based on actual hours performed multiplied by the Agreed Hourly Rates. The Agreed Hourly Rates are comprised of the lump sum hourly rates set forth in Attachment No. 3 – "Key Personnel and Mandatory Hourly Staffing Rates" attached hereto for Key Personnel ("Key Personnel Hourly Rates") and for all other personnel proposed by Program Manager. The District reserves the right, but assumes no obligation, to require that a Proposer confirm, in writing, prior to Award and/or at any time(s) prior to the signing of a Program Management Agreement by the District and the Proposer, and as a condition of any Award to the Proposer that the Proposer has made all of the contractual arrangements necessary for the employment of the individuals to perform the Services in the Key Personnel positions for which those individuals were proposed. As part of such request, a Proposer may be required, without limitation, to furnish evidence satisfactory to the District of the existence of such contractual arrangements, including, without limitation, copies of confirmatory employment or other agreements. A failure by a Proposer to comply with the foregoing, or to furnish the Services of any of those individuals in the respective Key Personnel positions for which they were proposed, may be considered by the District as a failure to comply with the requirements of the RFP Documents and/or an anticipatory or contemporaneous material breach of the Program Management Services Agreement.

2.3.6 Reimbursable Expenses. Reimbursable Expenses consist of, and are limited to, those expenses listed or referenced in Section 5.3 of the Program Management Agreement. No other expenses will be reimbursed under the terms of the Program Management Agreement.

2.3.7 Maximum Compensation Limitations & Annual Budgeted Amounts.

.1 Program Management Fees. Proposers responding to this RFP shall propose (1) a single, maximum dollar amount for Program Management Fees payable by District that may be less than, but shall not to exceed, one hundred ten million dollars ($110,000,000) for the full Maximum Extended Term of 5 years and (2) a budgeted sum for Program Management Fees for each 12-month period of the Maximum Extended Term that may be less than, but shall not exceed, one-fifth (1/5th) of the Proposer's proposed Maximum Compensation Limitation applicable to Program Management Fees for the full Maximum Extended Term.

.2 Reimbursable Expenses. Proposers responding to this RFP shall propose (1) a single, maximum dollar amount for Reimbursable Expenses payable by District that may be less than, but shall not to exceed, four million dollars ($4,000,000) for the full Maximum Extended Term of 5 years and (2) a budgeted sum for Reimbursable Expenses for each 12-month period of the Maximum Extended Term that may be less than, but shall not exceed, one-fifth (1/5th) of the Proposer's proposed Maximum Compensation Limitation applicable to Reimbursable Expenses for the full Maximum Extended Term.

2.3.8 Proposed Staffing Plans. Proposers responding to this RFP shall submit written plans demonstrating how they intend to staff performance of Basic Services ("Proposed Staffing Plans"). Proposed Staffing Plans shall reflect projected hours of Basic Services that are consistent with the Proposer's proposed Maximum Compensation Limitation and 12-month budgeted sums for Program Management Fees as described in Paragraph 2.3.7, above. As more fully explained in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria" attached hereto, three (3) Proposed Staffing Plans are required:

.1 a proposed Initial (6-month) Staffing Plan that details the Proposer's proposed staffing for the first six (6) months of the Maximum (5-Year) Extended Term and for each person projected to perform Basic Services pursuant to said Staffing Plan and for each period of time designated in said Staffing Plan that such person is projected to perform Basic Services, the amount(s) of Program Management Fees that are projected to be incurred by District based on extensions of the hours detailed at the Agreed Hourly Rates;

.2 a proposed Original (2-year) Term Staffing Plan that details the Proposer's proposed staffing for the first two (2) years of the Maximum (5-Year) Extended Term and for each person projected to perform Basic Services pursuant to said Staffing Plan and for each period of time designated in said Staffing Plan that such person is projected to perform Basic Services, the amount(s) of Program Management Fees that are projected to be incurred by District based on extensions of the hours detailed at the Agreed Hourly Rates; and

.3 a proposed Full (5-Year) Term Staffing Plan that details the Proposer's proposed staffing for the entirety of the Maximum (5-Year) Extended Term and for each person projected to perform Basic Services pursuant to said Staffing Plan and for each period of time designated in said Staffing Plan that such person is projected to perform Basic Services, the amount(s) of Program Management Fees that are projected to be incurred by District based on extensions of the hours detailed at the Agreed Hourly Rates.

2.3.9 Two-Package Submission. Proposers shall submit two Proposals in response to the RFP:

.1 a Proposal that includes (a) the Proposer's proposed Maximum Compensation Limitations on the total, aggregate amounts of Project Management Fees and Reimbursable Expenses that are permitted to be charged to District over the Maximum Extended Term of 5 years and (b) the Proposer's Proposed Staffing Plans (collectively, "Staffing and Pricing Proposal"); and

.2 a Proposal that includes (a) all other information and documents responsive to the RFP ("Technical Proposal") and (b) **a separately sealed envelope, enclosed within the Technical Proposal package, containing the Proposer's completed and signed Attachment No. 6 – "Financial Capacity Questionnaire" and all financial information requested in the RFP as supporting information relating to the Proposer's financial capacity to perform**. Information relating to pricing and staffing levels and pricing shall be included in the Staffing and Pricing Proposal only and not in the Technical Proposal. Staffing and Pricing Proposals will be held unopened by the District and its designated personnel until after completion of the hereinafter described First and Second Phases of the RFP process. Staffing and Pricing Proposals will not be scored by the Evaluation Panel, but will be opened after the Evaluation Panel completes its scoring and then remain subject to Negotiations as part of the hereinafter described Third Phase of the RFP process.

2.3.10 Three-Phase Procurement. The procurement process shall proceed in three phases.

.1 First Phase. In the first phase ("First Phase"), responsive Technical Proposals will be evaluated and scored. Scoring will be performed by the Evaluation Panel (as defined in Article 6, below), except for the evaluation of the Proposers' Financial Capacity Questionnaire and supporting financial information submitted in response to the Financial Capacity Questionnaire, which shall be evaluated by the District's independent financial consultant on a pass/fail basis. Any Proposer whose

Financial Capacity Questionnaire and supporting submittals do not "pass" the minimum requirements set forth in said Questionnaire will be disqualified from participating from the RFP process and will not be evaluated further by the Evaluation Panel.

The First Phase scores prepared by the Evaluation Panel will be submitted confidentially to the District's designate Score Clerk. The Score Clerk will tally the total scores of the Proposers for the First Phase, and advise the Evaluation Panel, by means of alphabetical or other random means of listing, of the names only (not the scores or ranking) of the top five (5) highest scoring Proposers ("Short-Listed Proposers"). The Short-Listed Proposers will then be invited to participate in the Technical Interviews as part of the Second Phase of the RFP process, described further below. The scores and ranking of the Short-Listed Proposers from the First Phase will be held confidential by the Score Clerk until the evaluations and scoring of the Second Phase are complete. Notwithstanding the foregoing, if five (5) or fewer than five (5) Technical Proposals are received that pass the requirements for financial capacity, the District shall have the option, in the exercise of its sole and absolute discretion, to dispense with further short-listing and invite all responsive Proposers to participate in the Second Phase as hereinafter described.

As further described in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria," all Technical Proposals will be scored out of 1000 available points as follows:

a. Proposer's Demonstrated Qualifications and Experience = 400 pts
b. Proposer's Technical Approach/Program Management Plan = 300pts
c. Company Culture = 200 pts
d. Claims History = 100 pts

.2 Second Phase. In the Second Phase ("Second Phase"), interviews will be conducted of the Short-Listed Proposers ("Technical Interviews"). Technical Interviews will be evaluated and scored by the District's evaluators conducting the Technical Interviews.

As further described in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria," all Technical Interviews will be scored out of 1000 available points as follows:

a. Quality of Proposer's Presentation = 300 pts
b. Proposer's Response to Questions = 400 pts
c. Key Personnel's Ability to Communicate/Interpersonal Skills = 100 pts
d. Demonstrated Knowledge = 200 pts

At the conclusion of the Second Phase, the scores received by the Short-Listed Proposers for the Second Phase will be submitted to the Score Clerk, who will add the total scores from the First Phase and Second Phase to arrive at a single, overall total score for each Short-Listed Proposer for the First and Second Phases. Based on their total final scores, the Short-Listed Proposers will then be ranked from highest to lowest (highest score being the first in rank) and the resulting final rankings announced.

.3 Third Phase. After evaluation and scoring of the First and Second Phases are completed, the Staffing and Pricing Proposals received from the Short-Listed Proposers will be opened and reviewed by the District. The District, in its sole and absolute discretion, shall have the option to immediately accept the Technical Proposal and Staffing and Pricing Proposal submitted by the highest-

ranked Short-Listed Proposer, or to conduct negotiations for the purpose of establishing agreed terms relative to pricing (including, but not limited to, the limits set forth in Paragraph 2.3.7 above), staffing, and scope of services that are fair and reasonable ("Negotiations"). As part of the Negotiations, the District may, but assumes no obligation to, engage in trade-offs (give and take) in regard to the terms of a Proposer's Proposals, including, without limitation, staffing, personnel, price, hourly rates (including, without limitation, possible adjustments in Agreed Hourly Rates), and scope of Services. The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District may, in its sole and absolute discretion, either formally terminate Negotiations with that Proposer and undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may, in its sole and absolute discretion, engage in continuing and parallel Negotiations with some or all of the other Short-Listed Proposers.

2.3.11 Basis of Award. The District intends to make an Award, if any, to the Proposer that the District determines, in the exercise of its sole and absolute discretion, represents the most advantageous proposal to the District taking into consideration with the evaluation criteria and process set forth in this RFP. District reserves the right to Award to any, or none, of the Proposers.

2.3.12 .[Reserved]

2.3.13 Non-substantive Clarifications to Proposals. The District may, but assumes no obligation to, communicate, verbally or in writing with a Proposer directly and without notice to, or participation by, other Proposers, and without providing similar opportunities for other Proposers, for purpose of obtaining minor, non-substantive clarification of certain aspects of a Proposal or of the Proposer's capability to perform (such as, without limitation, the relevance of past performance information) and addressing minor irregularities, informalities, or apparent clerical mistakes in a Proposal ("Clarifications").

2.3.14 Immediate Award. Proposers are advised that Award may be made without Clarifications or Negotiations. Proposals should therefore be submitted initially on the most favorable terms possible, from a qualifications, technical, staffing, scope of services, and pricing standpoint.

2.3.15 Local, Small, Emerging, and Disabled-Veteran (LSEDV) Participation. The District is committed to maximizing the participation of Local, Small, Emerging, and Disabled-Veteran (LSEDV) owned businesses in the Bond Program. The Board has established goals and policies that apply to all Build Program contracts. Accordingly, the District considers this an important factor in selection of the successful Proposer and has included it among the Proposal Requirements and factors that will be evaluated and scored in the evaluation of Technical Proposals as further described in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria."

2.3.16 Company Culture/Corporate Social Responsibility. The District expects its vendors, consultants, and contractors to demonstrate corporate social, economic and environmental responsibility as "good citizens" of the community. Consistent with this expectation, Proposers are being asked as part of their Technical Proposals to describe their commitment to creating a company culture of "Corporate Social Responsibility", which may include the following: (1) contributions, financial or otherwise, of a philanthropic, charitable, or altruistic nature to promote the welfare and well-being of the community, (2) policies and practices of sustainability to protect and preserve the environment and efficient use of resources; (3) ethical labor practices, including providing living wages and opportunities

for advancement; and (4) encouragement of, and engagement in, volunteer activities. The District considers this an important factor in selection of the successful Proposer and has included it among the Proposal Requirements and factors that will be evaluated and scored in the evaluation of Technical Proposals as further described in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria."

2.3.17 Internships. The District requires that the Program Manager provide, at no cost to and without reimbursement by the District, paid internships for currently-enrolled and qualified students (including undocumented students) of the District's Colleges. Internships shall be provided in areas that offer opportunities the student interns to be exposed to and participate in real-life situations involving the performance of professional services, rather than exclusively clerical tasks. Program Manager shall make, provide, and maintain a minimum number of twenty (20) internships at all times during performance of the Program Management Agreement. The District considers this an important factor in the selection of the successful Proposer and accordingly has included it among the factors that will be evaluated and scored in the evaluation of the proposers response to the Company Culture/Corporate Social Responsibility requirements for Technical Proposals further described in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria."

2.3.18 [Reserved]

2.3.19 Office Location. As described in Section 1.16 of the Program Management Agreement, employees and Subconsultants of the Program Manager shall conduct all program management Services for the Bond Program on and from the premises of the District's offices located at 1055 Corporate Center Drive, Monterey Park, California 91754.

2.4 MISCELLANEOUS

2.4.1 Public Records Act. Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been approved by the District's Board of Trustees. All proposals submitted will become the property of the District. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the Proposal that "the proposer agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, , Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a Proposer to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the Proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

2.4.2 Ownership of Proposal. Proposals shall, upon submission, become property of the District and no portion of any Proposal will be returned by the District to the Proposer unless all of the

following have occurred: (1) the portion is marked as "Proprietary and Confidential" in the manner required by Paragraph 2.4.1, above, (2) the Proposer has requested in writing in its Proposal that such portion be returned in the event the Proposer does not receive Award, and (3) within thirty (30) Days after Award the Proposer requests, in writing, that such portion be returned.

2.4.3 Proposer Licensing. As a condition of Award by the District of any Program Management Services Agreement to a Proposer, the Proposer shall have met, or will be required to meet prior to approval of such Award by the Board of Trustees (to be conducted on a date and time chosen by the District, in the exercise of its sole and absolute discretion), one of the following licensing requirements: (1) Proposer shall employ, on a full-time basis, an individual responsible for control, management, immediate direction and in charge of the performance of the Program Management Services Agreement, who is an architect or engineer duly licensed under the laws of the State of California to perform professional architectural or engineering services or (2) Proposer shall be a duly licensed general contractor under the laws of the State of California. The District may, in the exercise of its sole and absolute discretion, require that a Proposer submit evidence of compliance with the foregoing requirement in the form of a verification of licensure issued by the governing licensing board or agency of the State of California and if so requested such verification shall be submitted within such period of time as directed by the District, which period of time will be no shorter than the third (3rd) business day after request by District. In the event a Proposer is disqualified from Award by failing to meet the licensing requirements of this Paragraph 2.4.3, the District may in its sole and absolute discretion proceed with Award, if any, to the next highest ranked proposer.

2.4.4 Termination of CPLT, MATOC, and BTOC Contracts. No Proposer to whom Award is made, nor any firm related to or affiliated with such Proposer, shall at the time of execution of the Program Management Agreement, or at any time while performing the Program Management Agreement, contract to perform services as member of, or a consultant or subconsultant to, a CPLT and/or as a MATOC or BTOC consultant. In the event that Award is made by the District to a Proposer, or to any firm related to or affiliated with such Proposer, that has such a contract, such contract must be terminated within thirty (30) Days of request by District. With respect to any such contract that has been entered into by the District (such as, without limitation, a contract between the District and a CPLT or constituent member thereof), each Proposer shall be deemed to have consented to a termination of such contract by the District and shall be further deemed to have agreed, with respect to any termination required by this Paragraph 2.4.4, whether initiated by the District, Proposer, or others, that: (1) the District's liability, if any, for a termination that involves a contract between the District and such party shall be limited to the amounts contractually owing by District pursuant to the termination for convenience provision of such contract; and (2) Proposer shall defend, indemnify, and hold harmless the Indemnitees (as defined in the Program Management Agreement) against any loss, liability, claim, or damage caused, directly or indirectly, to any third party resulting from such termination.

2.4.5 Iran Contracting Act. In accordance with Public Contract Code §2204 (a), each Proposer shall as a condition of entering into the Program Management Agreement certify and represent that at the time of submitting its Proposal and entering into the Program Management Agreement with the District, the Proposer was not identified on a list created pursuant to subdivision (b) of Public Contract Code § 2203 as a person (as defined in Public Contract Code §2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code §2202.5, or as a person described in subdivision (b) of Public Contract Code §2202.5, as applicable. Proposers are cautioned that making a false certification and representation may subject the Proposer to civil penalties, termination of

existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code §2205.

ARTICLE 3

PROPOSER REPRESENTATIONS

Each Proposer submitting a Proposal in response to this RFP is deemed to have made the following representations:

3.1 Proposer represents that its Proposals fully comply with the requirements of the RFP Documents.

3.2 Proposer represents that each person who signed a document that is included in the Proposer's Proposals was at the time of signing, and for the duration of Proposer's participation in the RFP process provided for in these Instructions shall remain, authorized to so sign on behalf of and to bind the Proposer.

3.3 If the Proposer is a corporation, limited liability company, or limited partnership, Proposer represents that it is, and for the duration of Proposer's participation in the RFP process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to conduct business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing."

3.4 Proposer represents that it has carefully reviewed the Program Management Agreement and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities.

3.5 Proposer represents that it has carefully reviewed all of the Reference Documents listed in Attachment No. 5 – "Reference Documents" attached hereto and taken all matters disclosed thereby into consideration in preparing and submitting its Proposals.

3.6 Proposer represents that, at the time of submission of its Proposals, Proposer and each of its Subconsultants possesses each license that it is required to hold under the terms of the RFP Documents, as well as any other licenses (if any) that it is required by Applicable Laws to hold in order to perform those services that it anticipates it will be required to perform under the terms of the Program Management Agreement.

3.7 Proposer, being familiar with California Government Code §§1090 et. seq. and §§ 87100 et seq., represents that it does not know of any facts occurring in connection with the Proposer's preparation for, or participation in, the herein described RFP process that constitute a violation thereof and has disclosed to District in Attachment No. 7 – "Conflict of Interest Certification" any possible interests, direct or indirect, which Proposer believes any official, officer, agent, or employee of the District or any of its Colleges, or any department thereof, has that might cause such official, officer, agent, or employee to be "financially interested" (as that term is defined the aforecited statutes) in any decision made by District in connection with the procurement that is the subject of this Request for Proposal.

ARTICLE 4

RFP DOCUMENTS, SCHEDULE, AND PROCEDURES

4.1 RFP DOCUMENTS

4.1.1 RFP Documents. The documents that comprise this RFP consist of the following: (1) these Instructions to Proposers (including, without limitation, all attachments hereto); (2) all Reference Documents listed in Attachment No. 5 – "Reference Documents" attached hereto; and (3) all RFP Addenda (collectively, "RFP Documents").

4.1.2 Copies. Proposers may download a complete set of the RFP Documents (except for documents for which a website link is provided within this RFP) free of charge at: https://www.laccd.edu/offices/business-services/contract-services/bids-proposals. Proposers are solely responsible to download, print and/or arrange for any costs of reproduction and delivery of, any copies of such RFP Documents. The District assumes no responsibility for errors or misinterpretations resulting from the Proposers' failure to obtain all RFP Documents from the District's website.

4.1.3 Review. Each Proposer in submitting its Proposals acknowledges and understands its affirmative obligation to carefully and thoroughly examine all RFP Documents and other information furnished or made available by the District and to seek clarification of any portions thereof that: (1) constitute evident errors, omissions, conflicts, ambiguities, lack of coordination, or noncompliance with Applicable Laws or (2) indicate difficulties or obstructions that might affect its ability to perform under the Program Management Agreement. Failure by a Proposer to fully inform itself of such matters and to seek clarification in the manner required by the RFP Documents shall not relieve the Proposer from its responsibilities under the Program Management Agreement nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Proposals.

4.1.4 Forms. Forms included with the RFP Documents shall be used by Proposers in the preparation of their Proposals. Information provided by Proposers on other forms in lieu of the forms provided in the RFP Documents may be disregarded.

4.1.5 Proposer Requests for Information/Questions. Requests for additional information, clarification of the RFP Documents, and/or questions regarding the RFP from Proposers ("Requests for Information") must be received by the District by the deadline for submission of Requests for Information set forth in the RFP Schedule described in Section 4.2, below. Requests for Information received after that time will not be responded to. Requests for Information must be in writing and shall be delivered by e-mail, with the subject label "Request for Information on RFP 23-12" by 2:00 pm, October 17, 2023 to Ms. Dorothea Mc Farline, Procurement Manager at: MCFARLD@LACCD.EDU. The District is not obligated to respond to any Requests for Information that the District judges, in the exercise of its sole and absolute discretion: (1) are received after the above-specified deadline; (2) are submitted in a manner other than as required by the RFP Documents; (3) are unintelligible; (4) are redundant to other questions responded to by District in an RFP Addendum; (5) seek information that is irrelevant to the subject matter of the RFP; (6) seek information that is already contained in the RFP; or (7) involve weaknesses, errors, or omissions in a Proposal, whether observed or not observed by the District, it being the intent of the District that all such weaknesses, errors, or omissions, whether observed or not observed, are the sole responsibility of the Proposer. Information contained in a

response to a Request for Information that is deemed by the District, in the exercise of its sole and absolute discretion, as being material to the RFP process will be set forth in an RFP Addendum and issued to the Proposer in accordance with the procedures set forth herein for issuance of RFP Addenda.

4.1.6 RFP Addenda/Responses to Requests for Information.

.1 Purpose. The District reserves the right, at any time (before or after submission of Proposals), in the exercise of its sole and absolute discretion, to change (by additions, deletions, or modifications), and issue clarifications or interpretations affecting the RFP Documents or RFP process. Except as otherwise stated in the RFP Documents, such changes, clarifications, or interpretations will be made by issuance of an addendum to the RFP Documents ("RFP Addendum") and if made in any other manner shall not be relied upon by Proposers and will not be binding upon the District. Nothing stated in this Paragraph 4.1.6, and (unless expressly stated otherwise in the RFP Documents) nothing stated elsewhere in the RFP Documents, shall be interpreted as obligating the District to issue an RFP Addendum informing the Proposers of any change to, or to clarifying any portion of, the RFP Documents or RFP process if the District judges, in the exercise of its sole and absolute discretion, that such change or clarification is immaterial.

.2 Notice. Notice of issuance of a RFP Addendum that is issued prior to the original or revised deadline for submission of Proposals **shall be given only by posting on the District's website at:** https://www.laccd.edu/offices/business-services/contract-services/bids-proposals. It shall be the responsibility of the proposers to check the website for addenda issued. All addenda issued shall become part of the RFP. Proposer's acknowledgment of the addenda must be declared in the proposal. See Attachment No. 7 – "Acknowledgment of Addenda."

.3 Responsiveness. All Proposals shall comply with and be responsive to all RFP Addenda issued prior to the applicable deadline in the RFP Schedule for submitting Proposals.

.4 Acknowledgement. Proposers shall acknowledge receipt and review of each RFP Addendum by completing and submitting with each of its Proposals completed form of Attachment No. 7 – "Acknowledgement of Addenda" listing in the manner required by said form each RFP Addendum that has been issued by the District. Failure to acknowledge receipt of each and every RFP Addendum issued by the District may be asserted by the District as grounds for determining a Proposal non-responsive.

.5 Noncompliance. Failure of a Proposer to obtain an RFP Addendum from the District's website set forth above shall not: (1) relieve the Proposer from any obligation to comply with the requirements thereof; (2) relieve the Proposer from any obligation or conditions set forth in its Proposal; (3) entitle the Proposer to an extension of the RFP Schedule; and (4) be considered as grounds for permitting the Proposer to modify its Proposal in a manner not expressly authorized by the RFP Documents.

4.2 RFP SCHEDULE

4.2.1 RFP Schedule. The following is the planned schedule of milestones for the RFP process, current as of the date of issuance of the Request for Proposal:

RFP MILESTONE	*DATE / DEADLINE*
Issuance of Request for Proposals:	Wednesday, September 13, 2023
Mandatory Pre-Proposal Conference:	2:00pm, Tuesday, October 3, 2023
Requests for Information Deadline:	2:00pm, Tuesday, October 17, 2023
Deadline for Pre-Submission Objections:	2:00pm, Tuesday, October 17, 2023
Pre-Proposal RFP Addenda Issuance Deadline:	Tuesday, November 7, 2023
Proposals Due Deadline:	2:00pm, Tuesday, November 21, 2023
Announcement of Short-Listed Proposers	Wednesday, January 10, 2024
Interviews	Tuesday - Friday, January 16-19, 2024
Announcement of Final Ranking and (at District's option) Issuance of Notice of Intent to Negotiate	Friday, January 19, 2024
Negotiations (optional)	January 22-February.2, 2023
Notice of Intended Award	Monday - Friday, February 5-9, 2024
Award	Wednesday, March 6, 2024 BOT Meeting

4.2.2 Proceedings. Except as otherwise required by law, all proceedings of District staff and the Evaluation Panel related to the RFP process shall be closed to the public.

4.2.3 Changes. The District reserves the right, at any time, to make adjustments in the form of additions, modifications, or deletions to the RFP Schedule. Such adjustments, if any, shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to dates in the RFP Schedule shall mean the RFP Schedule as so adjusted.

4.3 MANDATORY PRE-PROPOSAL CONFERENCE

A ***mandatory*** conference ("Pre-Proposal Conference") will be conducted on October 3, 2023, commencing promptly at 2:00 PM PST at the Fine Arts Auditorium, West Los Angeles College 9000 Overland Avenue Culver City, CA 90230 . Attendance at the Pre-Proposal Conference is ***mandatory***. As a result, failure to attend the Pre-Proposal Conference will disqualify a proposer from its submission being considered by the District. The District reserves the right to schedule additional mandatory or non-mandatory conferences upon advance written notice. Proposers shall be charged with/responsible for knowledge of all facts, circumstances, and other information that were made available at all such conferences. Signing services for persons with disabilities will be provided if requested in writing at least three (3) business days in advance of a conference.

4.4 RFP PROCEDURES

4.4.1 Summaries. Summaries contained in the RFP Documents covering matters expressly addressed in more detail elsewhere in the RFP Documents are for the convenience of the Proposers and in all such instances the more specific, detailed provisions shall govern.

4.4.2 Conflicts. Notwithstanding the provisions of Paragraph 4.4.1, above, in the event of a conflict between the terms of the RFP Documents and any term or condition in the Program Management Agreement, the latter shall govern.

4.4.3 No Warranty. Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data, and other information provided by the District and nothing contained in the RFP Documents, or in any other information provided by the District, shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the completeness, accuracy, or sufficiency thereof. Statements and other information contained in the RFP Documents indicating the size, scope, or types of facilities that are included in the Bond Program are for the convenience of the Proposers to familiarize them with the general nature of the facilities development under the Bond Program and should not be interpreted as necessarily indicative of the scope of facilities planning, design, or construction for which Proposers will be required to provide program management services under the Program Management Agreement, which may be greater or lesser than that which is indicated by such statements or information.

4.4.4 RFP Changes. The District reserves the right, exercised in its sole and absolute discretion, to change, by additions, deletions, or modifications, any portion of the RFP Documents at any time.

4.4.5 Conflicts of Interest/Vendor Code of Conduct. Proposer and each of its proposed Subconsultants shall sign and submit a completed form of Attachment No. 8 – "Conflict of Interest Certification" and Attachment No. 14 – "Vendor Code of Conduct Certification "attached hereto with its Proposals. The District reserves the right to determine, in its sole and absolute discretion, whether any circumstances constitute a conflict of interest and/or violation of the Vendor Code of Conduct (See Attachment No. 13 – "Vendor Code of Conduct") that may disqualify the Proposer or any Subconsultant from participating further in the RFP process. Proposers are furthermore responsible to familiarize themselves with the Vendor Code of Conduct and all District rules and requirements pertaining to conflicts of interest and ethical conduct by consultants and vendors, including, without limitation, to strictly comply with therewith in all aspects of their participation in the RFP process.

4.4.6 Unauthorized Communications. Unless and except requested to do so in writing either in response to a written request for clarification from District or as otherwise permitted by the RFP Documents, Proposers, including their proposed Subconsultants, shall not communicate, either verbally or in writing, with: (1) any member of the Evaluation Panel; (2) any consultant or professional retained by the District for the purpose of providing the District or College advice or professional services in respect to Program Management Services, the RFP process or the Award of the Program Management Agreement; or (3) any trustee, officer, employee or representative of the District or College with respect to any matter relating to the Program Management Services. This complete prohibition on communications shall be in full force and effect from the issuance of the RFP through execution of the Program Management Agreement following approval by the Board of Trustees in order

to ensure the fairness and impartiality of the procurement process and avoid even the appearance of any potential impropriety. Should any such unauthorized communications occur during this process, the Proposer may be immediately disqualified from this procurement and the District may take any other necessary action it deems appropriate to preserve the integrity of the process, including but not limited to disqualification from any other affected procurement, termination of the procurement(s) and/or re-evaluation of any potentially impacted component of the procurement with replacement Evaluation Panel members. To further preserve the integrity and fairness of the procurement process, any request for feedback on the evaluation and selection process shall be directed only to the member of the District identified in the RFP Documents as the contact person for communications from Proposers whose contact information is: Ms. Dorothea Mc Farline District Procurement Manager, via email at mcfarld@laccd.edu or telephone contact at 213.891.2276..

4.4.7 Waiver of Irregularities. District reserves the right, but assumes no obligation, to waive deviations, irregularities, errors, or omissions in a Proposer's conduct in connection with the RFP process, in a Proposer's Proposal, or in regard to any Proposer's compliance or non-compliance with the requirements of the RFP Documents.

4.4.8 Withdrawal of Proposals. Proposals may be withdrawn at any time and resubmitted prior to the deadline for submission thereof set forth in the RFP Schedule. Proposals may not be withdrawn after such deadline.

4.4.9 Changes to Proposals. Subject to Proposer's right to withdraw and resubmit as stated in Paragraph 4.4.8, above, once a Proposal is submitted it may not be thereafter amended by the Proposer, except as permitted by District in the exercise of its sole and absolute discretion.

4.4.10 Firm Offer. Proposals not withdrawn as permitted in Paragraph 4.4.8, above, constitute firm, irrevocable offers, subject to acceptance by the District, and may not be withdrawn for a period of one hundred and twenty (120) Days following the deadline for submission of Proposals set forth in the RFP Schedule. Conduct of Negotiations by the District shall not constitute a rejection of a Proposal submitted by a Proposer unless and until such time as the Negotiations with that Proposer are formally terminated by the District in writing and the District has commenced Negotiations with another Proposer.

4.4.11 Applicable Laws. All Proposals must be submitted, filed, made, and executed in accordance with Applicable Laws, whether or not such Applicable Laws are expressly referred to in the RFP Documents.

4.4.12 District Determinations. The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding upon the Proposers.

4.4.13 Proposer's Subconsultants. Except as otherwise expressly provided in the RFP Documents, Proposers are permitted to provide for a portion of the Basic Services to be performed by one or more consultants or contractors retained by the Proposer (collectively, "Subconsultant") provided that each Subconsultant proposed to be used is identified in the Proposal by name, contact person,

telephone number, fax number, e-mail address, and a description of the portion of Basic Services to be performed by the Subconsultant.

4.4.14 Interested Parties. A Proposer shall not participate in, or be "interested in," more than one Proposal. Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subconsultant to another Proposer. Notwithstanding the foregoing, a Subconsultant may be proposed as a Subconsultant to more than one Proposer. Subconsultant and their employees are not, however, permitted perform in, and shall not be proposed for, one of the five (5) Key Personnel position(s) identified in Attachment No. 3 – Key Personnel and Mandatory Hourly Staffing Rates, which Key Personnel position(s) must be performed by an employee of Proposer.

4.4.15 District Confirmation. The District reserves the right, but assumes no obligation, to confirm through any means available to the District the information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer or a Subconsultant during face-to-face communications with the District or its representatives or consultants administering the RFP process.

4.4.16 False or Misleading Information. In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right but assumes no obligation to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect or materially incomplete and misleading.

4.4.17 Proposer's Expenses. Any expenses incurred by a Proposer, prior to or during the RFP process, in (1) preparing its Proposals, (2) submitting its Proposals to the District, (3) negotiating with District on any matter related to this RFP, including a possible contract, or (4) engaging in any other activity related to the RFP process prior to full execution of the Program Management Agreement, are the sole responsibility of the Proposer and the District shall not, under any circumstances (including, without limitation, a decision by the District to reject any or all Proposals or to withdraw or cancel the RFP with or without re-procurement), be liable for any such expenses. In addition to the foregoing, by Proposer's submitting a Proposal to the District in response to this RFP, Proposer agrees to defend, indemnify, and hold harmless the Indemnitees (as defined in the Program Management Agreement), and each of them, from any and all losses, liabilities, claims, and damages asserted by third persons or entities engaged by or through Proposer or its Subconsultants, of any contracting Tier, in connection with responding to this RFP or preparing for or participating in the RFP process.

4.4.18 No District Commitment. Without limitation to any of the District's other rights under the RFP Documents, Applicable Laws, or the Program Management Agreement, the District reserves the right, exercised at any time and in its sole and absolute discretion, to do any of the following: (1) reject any Proposal that fails to comply with the requirements of the RFP Documents; (2) reject all Proposals; (3) make a determination that Proposer is disqualified from participating in the RFP process due to its being found not responsible to perform the services contemplated by the RFP; (3) cancel all or a part of the RFP, with or without offering any Proposer the opportunity to participate in any future RFP process for the same or similar services; or (4) make Award to any Proposer or to no Proposer. Exercise by District of its rights under this Paragraph 4.4.18 shall not, under any circumstances, give rise to any liability or obligation on the part of District nor shall it constitute grounds for any claim by a

Proposer for recovery from District of any loss, damage, cost, or expense. Nothing stated in this RFP and no action taken in response to this RFP, save and except for mutual execution of the Program Management Agreement that is approved by the Board of Trustees, shall constitute, or be interpreted as, creating any legal obligation or liability on the part of the District to any Proposer.

4.4.19 No Joint Offers Accepted. Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor (Subconsultant) basis rather than as a joint venture or informal team. For this engagement, the District intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime-subcontractor (Subconsultant) basis, rather than as a joint venture or informal team. The firm acting as the "prime", if it receives the Award, will enter into the Program Management Agreement with the District.

4.4.20 Proposals Non-Transferable. Proposals are neither assignable nor transferable by Proposer and any such attempted assignment or transfer shall be deemed null and void at and from its inception.

4.4.21 Inability to Perform. Any Proposer who, at any point in time during the RFP process, is determined by the District, in the exercise of its sole discretion, to be unable to perform the Program Management Agreement may be declared disqualified by the District and in such case will not be allowed to participate further in the RFP process.

4.4.22 Pre-Submission Objections. Any objection by a Proposer to the prescribed procedures, terms, conditions, or requirements set forth in these Instructions or their exhibits must be submitted to the District, in writing, at the address for submission of Requests for Information pursuant to Section 4.1.5, above, no later than the deadline therefore set forth in the RFP Schedule. Failure by a Proposer to so object shall constitute a final and conclusive waiver by the Proposer of its right to thereafter assert such objection for any purpose, including, without limitation, in connection with any appeal and/or protest pursuant to Article 9, below.

4.4.23 Responsiveness. The District shall have the right, but not the obligation, either before, during, or after scoring Proposals, to disqualify on the grounds of non-responsiveness any Proposer who submits a Proposal that does not comply with the requirements of the RFP Documents.

4.4.24 Time Periods. Unless otherwise expressly stated in the RFP Documents, if a Proposer is asked in the RFP Documents to respond to a question relative to a stated time period (such as, for example, "within the past 5 years"), it shall be deemed to mean the period of time that precedes the date that the Proposer first submits its Proposals to the District. If a question asks for information relative to a stated number of prior "full calendar (or fiscal) years," it shall mean the stated number of calendar years immediately preceding the calendar (or fiscal) year in which the Proposals are first submitted by the Proposer.

4.4.25 Other District Rights. The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, discretion, or privilege existing or available to the District under the RFP Documents or Applicable Laws.

ARTICLE 5

PROPOSALS

5.1 SUBMISSION, FORM, AND CONTENT

5.1.1 Submission.

.1 Time. Proposals (Technical Proposals and Staffing and Pricing Proposals) must be received at the location stated below no later the deadline for submission of Proposals that is stated in the RFP Schedule, which as of the date of issuance of this RFP is 2:00 p.m. PST November 21, 2023. Each Proposer is solely responsible for timely receipt by District of its Proposal and delay in the mail or other method of delivery used by the Proposer shall not constitute an excuse for late receipt. Proposals submitted via fax, telephone, or e-mail will not be accepted. If a Proposal is hand-delivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking. The District does not provide parking accommodations to proposers submitting proposals. Any Proposal received after the deadline stated in the RFP Schedule may, in the sole and absolute discretion of the District, be returned without consideration or may be considered if an Award cannot be made from among the Proposals received on time.

.2 Location. Proposers shall mail or deliver Proposals to:

Los Angeles Community College District
Business Services
Procurement Unit, 6th Floor
770 Wilshire Blvd.
Los Angeles, CA 90017
Attention: Dorothea Mc Farline Procurement Manager

5.1.2 Form.

.1 Requirements. Proposals shall be prepared in a form that complies with the requirements set forth in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria" attached hereto.

.2 Packaging. Technical Proposals shall be enclosed in a sealed package conspicuously labeled with the Proposer's legal name and the words (including bolding as hereinafter indicated) "Confidential Technical Proposal Responding to RFP No. 23-12 - Program Management Services". Staffing and Pricing Proposals shall be enclosed in a separate sealed package conspicuously labeled with the Proposer's legal name and the words "Confidential Staffing and Pricing Proposal Responding to RFP No. 23-12 - Program Management Services." If a packaged Proposal is placed inside delivery packaging, both the inner and outer packaging shall be so labeled.

.3 Alterations. Interlineations, alterations, and erasures contained in a Proposal at the time it is submitted must be initialed by each and all of the signer(s) of the Verification.

5.1.3 Proposal Content.

.1 Each **Technical Proposal** shall include, without limitation to any of the other documents required by the terms of the RFP Documents, the following:

(1) a signed transmittal letter in the form required by Attachment No. 4 – "Proposal Requirements and Evaluation Criteria" attached hereto;

(2) Proposer's information provided in response to the RFP requirements set forth in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria" attached hereto, except for its Proposed Staffing Plans and other information relating to staffing levels and pricing;

(3) in a separate sealed envelope, Proposer's completed Attachment No. 6 "Financial Capacity Questionnaire" together with required financial capacity submittals as specified in the questionnaire;

(4) a completed and signed Acknowledgement of Addenda, in the form attached hereto as Attachment No. 7 – "Acknowledgement of Addenda";

(5) a completed and signed Conflict of Interest Certification, in the form attached hereto as Attachment No. 8 – "Conflict of Interest Certification";

(6) a completed and signed Noncollusion Declaration, in the form attached hereto as Attachment No. 9 – "Noncollusion Declaration";

(7) a signed Non-Discrimination Certification, in the form attached hereto as Attachment No. 10 – "Non-Discrimination Certification";

(8) a signed Authorization to Release Information, in the form attached hereto as Attachment No. 11 – "Authorization to Release Information"; and

(9) a signed Vendor Code of Conduct Certification, in the form attached hereto as Attachment No.14 – "Vendor Code of Conduct Certification."

(10) a signed Verification, in the form attached hereto as Attachment No.15 – "Verification."

.2 Each **Staffing and Pricing Proposal** shall include, without limitation to any of the other documents required by the terms of the RFP Documents, the following:

(1) Proposer's three (3) Proposed Staffing Plans and other information requested by the RFP Documents relating to proposed staffing levels and pricing of compensation components with respect to which Proposers have been requested to provide proposed Maximum Compensation Limitations and 12-month budgeting objectives in accordance with the specific information set forth in Paragraph 2.3.7 above and Attachment No. 4 – "Proposal Requirements and Evaluation Criteria."

5.1.4 Evidence of Insurance. Proposers shall provide, if and when requested by District at any time during the RFP process, including, without limitation as part of Clarifications or Negotiations,

evidence satisfactory to District that is has obtained and paid for the insurance coverage required by the Program Management Agreement.

ARTICLE 6

EVALUATION OF PROPOSALS

An evaluation panel consisting of District employees and outside consultants ("Evaluation Panel") will conduct the necessary reviews and analyses that comprise the First and Second Phase evaluations and scoring. Submission of Proposals constitutes consent by Proposer to disclosure of all of the contents of its Proposals to all individuals assigned to serve on the Evaluation Panel and to any of those consultants assigned to provide technical, financial, accounting, legal advice and/or assistance to the Evaluation Panel. Staffing and Pricing Proposals will not be scored. By use of numerical or other scoring techniques, the Evaluation Panel will base its evaluation and scoring of Technical Proposals on the evaluation criteria, maximum point system, and relative weightings specified in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria" attached hereto. Notwithstanding such weightings, Proposers shall prepare and submit their Proposals to reflect the best in terms of scope, quality, staffing, and cost to the District that they are able and willing to offer. The District reserves the right, in the exercise of its sole and absolute discretion, to make any changes in the evaluation process, evaluation criteria, scoring methodology, and/or weighting of evaluation criteria at any point in time during the RFP process. Any such changes that are judged by the District, in its sole and absolute discretion, to be material will be communicated to the Proposers by RFP Addendum.

ARTICLE 7

PROPOSED AGREEMENT

7.1 AGREEMENT EXECUTION

7.1.1 Form of Agreement. A copy of the proposed Program Management Agreement is attached hereto as Attachment No. 1 – "Program Management Agreement." If the District accepts the Proposals submitted by a Proposer within the period of time that the Proposals are irrevocable, then such Proposer shall execute the Program Management Agreement without any exceptions, qualifications, or changes excepting those that have been permitted by RFP Addendum as set forth herein.

7.1.2 Changes by RFP Addendum. If a Proposer has an objection to a provision of the Program Management Agreement, it shall prior to the deadline for submission of Requests for Information submit a Request for Information stating precisely (1) the section or paragraph, and each portion thereof, to which the Proposer objects, (2) the nature of and reason for the Proposer's objection and (3) a complete statement of the deletion, addition and/or revision in wording that the Proposer is requesting, including in the case of a revision that would entail a change in the wording of the provision, the exact wording of the revision being requested by the Proposer. The District reserves the right, in the exercise of its sole and absolute discretion, to accept, reject or reject with modification or conditions any such requested deletion, addition or revision to the Program Management Agreement. Any such requested deletion, addition or revision that is accepted and adopted by the District shall be communicated to all Proposers by issuance of an RFP Addendum prior to the deadline for submission of Proposals. In the

event that exceptions and deviations to the proposed Program Management Agreement are requested in/with a proposal and/or after proposals have been submitted, which have not been approved by the District in a written addendum as described above, then the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

7.1.3 Changes by District. In addition to the District's right under Paragraph 7.1.2, above, District reserves the right, exercised in its sole and absolute discretion to (1) at any time prior to the deadline for submission of Proposals, to unilaterally change, by addition, modification, or deletion, any of the terms of the Program Management Agreement by issuance of an RFP Addendum setting forth the substance and wording of such change, (2) make minor, non-material revisions to the Program Management Agreement at any time prior to Award, and (3) insert as additional terms to the Program Management Agreement offered to a Proposer selected for Award any of the descriptions of Key Personnel positions set forth in the RFP Documents and any other information provided by such Proposer in its Proposal, including, without limitation, the Proposer's "Technical Approach" portion of its Proposal.

7.1.4 No Exceptions or Qualifications. Proposals shall not contain, nor be conditioned upon acceptance of, any exceptions, qualifications, changes, or additions to the terms and conditions of the Program Management Agreement, other than changes that have been approved and ordered District by means of a duly issued RFP Addendum or as part of the conduct of Negotiations. Statements contained in a Proposal indicating, explicitly or implicitly, that the Proposal, or any portion thereof, is based on certain "assumptions," "qualifications," or "exclusions" that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible exception in violation of the requirements of this Paragraph 7.1.4.

7.1.5 Proposal Submission. Submission by a Proposer of a Proposal constitutes a representation and promise by the Proposer that if the District notifies that Proposer that the District intends to make an Award to the Proposer that the Proposer will enter into the Program Management Agreement with the District in accordance with the term and conditions of Attachment No. 1 – Program Management Agreement, as revised by RFP Addendum or as otherwise permitted by these RFP Instructions.

7.2 INDEMNIFICATION

THE PROPOSER TO WHOM AWARD IS MADE BY THE DISTRICT SHALL BE REQUIRED TO ASSUME THE DEFENSE AND INDEMNIFICATION OBLIGATIONS THAT ARE SET FORTH IN THE PROGRAM MANAGEMENT AGREEMENT ATTACHED HERETO AS ATTACHMENT NO. 1 – "PROGRAM MANAGEMENT AGREEMENT."

ARTICLE 8

NOTICE AND AWARD

8.1 NOTICE OF NEGOTIATION AND/OR AWARD

8.1.1 Notice to Proposers. At the option of the District, the exercise of which shall be in the sole and absolute discretion of District, upon completion of the scoring and ranking following the

conclusion of the Second Phase, the District may issue a notice, titled "Notice of Intent to Negotiate," announcing the District's intention to enter into negotiations. Alternatively, the District may elect, in the exercise of its sole and absolute discretion, to not engage in Negotiations, in which case the District may instead issue a Notice of Intended Award without conducting Negotiations.

8.1.2 Negotiations. If the District's, in its sole and absolute discretion, elects to conduct Negotiations, the District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District may either formally terminate Negotiations with that Proposer and undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all of the Short-Listed Proposers. If the District is unable to reach an agreement with any of the Short-Listed Proposers, provided the District does not cancel the RFP process, the District shall then have the option of opening and reviewing the Staffing and Pricing Proposals submitted by the Proposers who were not among the Short-Listed Proposers, conducting or not conducting (at the option of the District) interviews of those Proposers (with or without scoring those interviews), and conducting Negotiations with those Proposers, in their order of ranking based upon the scores they received, until agreement is reached. At any point in the Negotiations, if the District is able to reach agreement with the Proposer with whom it is engaged in Negotiations, the District will have the right to issue a Notice of Intended Award and make an Award to that Proposer without conducting any further Negotiations with other Proposers.

8.1.3 Final Selection. The District intends to make the Award to the Short-Listed Proposer whose Technical Proposal and Staffing and Pricing Proposal, in the judgment of the District exercised in its sole and absolute discretion, represents the overall most advantageous proposal to the District. Inasmuch as the District may conduct Negotiations with Proposers to secure an offer more advantageous to the District, Proposers are advised that scores received by Proposers are intended to inform, but not control, the District's final selection of the Proposer to whom it will make the Award.

8.1.4 Tie. In the event that at the close of the First Phase of the RFP process there is a tie between any two or more Proposers who receive scores that are among the four (4) top scores achieved, then all such Proposers with identical, tying scores shall be included among the Short-Listed Proposers. If, at the close of the Second Phase of the RFP process, two or more Proposer's have received identical total, overall scores for the First and Second Phases of the RFP process, then the District will establish the final ranking of those Proposers by means of random, blind selection, such as, but not limited to, selection by lot.

8.2 BOARD OF TRUSTEES' APPROVAL

Approval by the District's Board of Trustees is required prior to Award and no Notice of Intended Award shall be binding upon District unless an Award is so approved.

ARTICLE 9

DEBRIEFINGS AND PROTESTS

9.1 DEBRIEFINGS

The District, in the exercise of its sole and absolute discretion, may make available, for those unsuccessful Proposers requesting it, an opportunity for a debriefing. Debriefings, if any, will be conducted after the Award, if any, of a contract pursuant to this RFP or at such other time as determined appropriate by the District in the exercise of its sole and absolute discretion. Debriefing of Proposers not selected to be among the Short-Listed Proposers will also not, unless the District notifies the Proposers to the contrary, be conducted until after Award. At a debriefing, the Proposer may be, in the sole and absolute discretion of the District, provided with: (1) a summary of the District's evaluation of significant weaknesses or deficiencies in the Proposer's Proposals and performance during the RFP process; (2) the overall score achieved by the Proposer for each of the First and (if applicable) Second Phases; (3) the overall, total scores and ranking of the Short-Listed Proposers; and (4) a summary of the rationale for the Award. Copies of competing Proposals and evaluation work sheets of the Evaluation Panel will not be provided. Debriefings shall not include a point-by-point comparison with other Proposals. Debriefings shall not include disclosure of any information prohibited from disclosure by Applicable Laws or exempt from release under Applicable Laws pertaining to release of public records, including, without limitation, Proprietary and Confidential Information as herein defined.

9.2 [RESERVED]

9.3 NON-RESPONSIBILITY

Nothing stated in this Article 9 or elsewhere in the RFP Documents shall be interpreted as limiting the District's right to disqualify a Proposer based on a finding by the District that the Proposer, or any Subconsultant proposed by a Proposer, is not responsible; meaning that the Proposer or Subconsultant does not have the demonstrated attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the required services. In the event of such a determination of non-responsibility, the Proposer's sole and exclusive rights to appeal shall be as set forth in the District's Administrative Regulation B-29 and shall not be subject to appeal, protest, or challenge by such Proposer pursuant to the protest procedures described in Section 9.4, below.

9.4 PROTESTS OF AWARD

A Proposer who has not been disqualified, whose Proposal or other actions taken have not been determined to be non-responsive to the requirements of the RFP Documents, and who under the terms of the RFP Documents had the right to participate in, and in fact fully participated in, the Second Phase of the RFP process, may file a protest ("Protest") challenging the Award to another Proposer, provided that the Proposer filing the Protest complies with the District's Business Operations and Policy Procedures, PP-04-09, Bid Protests and Appeals, a copy of which is attached hereto as Attachment No. 13 – "Business Operations and Policy Procedures, PP-04-09" ("Protest Rules"). For purposes of further clarification of the procedures set forth in the Protest Rules and their in interpretation and application to this Request for Proposal, the notification of the "proposed award" or "intended award"

as that term is used in the Protest Rules shall be deemed to be the "Notice of Intended Award" as that term is used in these Instructions.

ARTICLE 10

ATTACHMENTS

The following Attachments are attached hereto and incorporated by this reference as part of the RFP Documents:

ATTACHMENT NO. 1 . . . . . PROGRAM MANAGEMENT AGREEMENT
ATTACHMENT NO. 2 . . . . . REQUIRED ELEMENTS OF PROGRAM MANAGEMENT PLAN
ATTACHMENT NO. 3 . . . . . .KEY PERSONNEL AND MAXIMUM HOURLY STAFFING RATES
ATTACHMENT NO. 4 . . . . . .PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA
ATTACHMENT NO. 5 . . . . . .REFERENCE DOCUMENTS
ATTACHMENT NO. 6 . . . . . .FINANCIAL CAPACITY QUESTIONNAIRE
ATTACHMENT NO. 7 . . . . . ACKNOWLEDGEMENT OF ADDENDA
ATTACHMENT NO. 8. . . . . CONFLICT OF INTEREST CERTIFICATION
ATTACHMENT NO. 9. . . . . .NON-COLLUSION DECLARATION
ATTACHMENT NO. 10. . . . . .NON-DISCRIMINATION DECLARATION
ATTACHMENT NO. 11 . . . . . AUTHORIZATION TO RELEASE INFORMATION
ATTACHMENT NO. 12 . . . . . [RESERVED]
ATTACHMENT NO. 13. . . . . VENDOR CODE OF CONDUCT
ATTACHMENT NO. 14. . . . . VENDOR CODE OF CONDUCT CERTIFICATION
ATTACHMENT NO. 15. . . . . VERIFICATION
ATTACHMENT NO. 16. . . . . .BUSINESS OPERATIONS POLICY AND PROCEDURES, PP-04-09

END OF INSTRUCTIONS

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 1
PROGRAM MANAGEMENT AGREEMENT

PROGRAM MANAGEMENT AGREEMENT

PREAMBLE

This **PROGRAM MANAGEMENT AGREEMENT** ("Agreement") is entered into as of the Effective Date (as defined below) by and between **THE LOS ANGELES COMMUNITY COLLEGE DISTRICT** ("District"), a community college district organized under the laws of the State of California, located at 770 Wilshire Boulevard, Los Angeles, California 90017 and _____, a _____, ("Program Manager") for program management services. District and Program Manager are sometimes hereinafter referred to singly as "Party" and collectively as "Parties."

RECITALS

A. District is a community college district duly organized and validly existing under the laws of the State of California.

B. Program Manager, a _____ duly organized under the laws of the State of _____ and is authorized to do business in the State of California, represents that it is duly licensed to contract for and perform the professional services required by this Agreement and has the background, knowledge, experience and expertise necessary to provide the professional services and other services, deliverables and things required by this Agreement.

C. It is the intention of the Parties that Program Manager will provide for the duration of the Term (as hereinafter defined) of this Agreement comprehensive program management services for the District's bond-funded development, building and construction program for all current and future Campus Projects at each of the District's nine (9) colleges and three (3) satellite campuses and for which funding is provided, in whole or in part, under Propositions A and AA and Measures J, CC and LA.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other valuable consideration the sufficiency and receipt of which is hereby acknowledged by the Parties, it is mutually agreed by and between the Parties as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 Acceptance means the point that the Work of a Campus Project, or a portion thereof designated by District for separate delivery, is accepted by the Board of Trustees and a Notice of Completion is recorded by District.

1.1.2 Activated, Activation mean the process by which Services set forth in a Staffing Plan are approved by District for performance by Program Manager pursuant to Section 5.2, below.

1.1.3 Activation Period means a period of time, based on the division of the Term into successive periods of sixty (60) Days, during which performance of Basic Services or Additional Services described in a Staffing Plan are Activated.

1.1.4 Act of God means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon.

1.1.5 Additional Services means, and are restricted to, the following: Additional Services (Acceleration), Additional Services (Extraordinary), and Additional Services (New Bonds).

1.1.6 Additional Services (Acceleration) means those Additional Services described in Paragraph 4.3.3, below.

1.1.7 Additional Services (Extraordinary) means those Additional Services described in Paragraph 4.3.1, below.

1.1.8 Additional Services (New Bonds) means those Additional Services described in Paragraph 4.3.2, below.

1.1.9 Additional Services Compensation means the overall compensation payable to Program Manager for District-authorized Additional Services, consisting of Additional Services Fees and Reimbursable Expenses.

1.1.10 Additional Services Fees means fees payable to Program Manager for time expended in the performance of District-authorized Additional Services.

1.1.11 Agreed Hourly Rates means the agreed hourly rates, as set forth in Exhibit "A" attached hereto, that Program Manager may charge for its Program Management Fees component of Basic Services Compensation.

1.1.12 Agreement means this Program Management Agreement by and between District and Program Manager, inclusive of all exhibits attached hereto or referenced herein, all of which are by this reference incorporated as part of this Agreement.

1.1.13 Annual Budgetary Objective means the 12-month budgetary objectives established by the District for expenditures of Program Management Fees and Reimbursable Expenses during the Term, as set forth in Section 5.1.3, below.

1.1.14 Applicable Laws means all statutes, ordinances, rules, regulations, policies, and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities, common law, including, but not limited to, principles of equity applied by the courts of the State of California, and all ordinances, rules, and regulations enacted by the District, which are in effect at the time the Services provided for by this Agreement are performed. In the event of a conflict between or among Applicable Laws governing performance by Program Manager, the more stringent shall apply.

1.1.15 Basic Services means those professional program management services required to be provided by Program Manager pursuant to Article 2, below.

1.1.16 Basic Services Compensation means the overall compensation payable to Program Manager for Services, consisting of Program Management Fees and Reimbursable Expenses.

1.1.17 Board of Trustees means the governing board of the Los Angeles Community College District.

1.1.18 Bond Program means the Los Angeles Community College District's bond program funded by Propositions A and AA and Measures J, CC and LA.

1.1.19 Bond Project means a Campus Project located at a College that is funded, in part and up to and including 51%, by the Bond Program. By way of clarification to the foregoing, it is the intent of the Parties that a Campus Project that is funded in part, and up to and including 51%, or more, by the Bond Program shall be managed by the Program Manager in the same manner, to the same extent and for the

same amount of compensation as a Campus Project that is wholly-funded by the Bond Program.

1.1.20 Campus Project means a work of improvement located at the College that is a Bond Project.

1.1.21 Chancellor means the Chancellor of the Los Angeles Community College District.

1.1.22 Chief Facilities Executive (or, CFE) means the District's Chief Facilities Executive or his/her designee designated in writing by the CFE to act on his/her behalf.

1.1.23 Claim means a written demand or assertion by District or Program Manager seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief, except for the following: (1) tort claims for personal injury or death; (2) stop notice claims; or (3) the right of District to specific performance or injunctive relief to compel performance.

1.1.24 College means a community college or satellite campus of District.

1.1.25 College/District Committees means any or all of those committees or boards comprised of representatives of the District, College, or Board of Trustees that review, manage or execute the Bond Program on behalf of the District, including, without limitation, the following: Board of Trustees (and its duly authorized committees), College Citizens' Committee, District Citizens' Oversight Committee, Chancellor's Bond Steering Committee and District-authorized committees involved in exercising shared governance over Campus Projects.

1.1.26 College Project Leadership Team (or, CPLT) means a project management firm retained by the District to manage Bond Projects at the College campus-level under the Bond Program leadership of the Program Manager.

1.1.27 College Project Team (or "CPT") means that particular combination of individuals or firms, comprised of the CPLT, its subconsultants and other individuals or firms selected, retained and assigned by District to the College to assist CPLT, involved in the performance of project or construction management services for a College under the College campus-level leadership and supervision of the CPLT and under the Bond Program leadership of the Program Manager.

1.1.28 Community Economic Development Program means the District's program for implementation of the Board of Trustees Resolution on Community Economic Outreach adopted October 17, 2001 (including any subsequent revisions

thereto and any and all rules, administrative regulations and guidelines enacted for the implementation thereof, whether enacted before or after the Effective Date), including, without limitation, the District's Administrative Procedures 6330, as its exists as of the Effective Date and as hereafter revised or amended by the District.

1.1.29 Confidential Information means any of the following information, of any kind and in any form (paper or electronic media), whether or not bearing or branded with the word "confidential" or similar wording: (1) information obtained by Program Manager from, or furnished to Program Manager by, a College, District or any other Program Team member, or otherwise obtained or prepared by Program Manager in the course of or incidental to its performance as Program Manager and that concerns or refers, in whole or in part, to the Bond Program or the business or activities of the District or its Colleges; (2) information that is confidential, proprietary, privileged or protected against disclosure under the provision of any Applicable Law or the District's, or any other generally-recognized, code of ethical conduct; (3) District Data; (4) Student Information; and (5) information that Program Manager has reason to believe is confidential, proprietary, privileged or subject to nondisclosure under the provisions of any agreement entered into by the District, on the one hand, and any third party or any of the District's trustees, faculty, employees, staff or students, on the other hand.

1.1.30 Contractor means an individual or firm under contract with District to serve as a general contractor, design-builder, or a separate trade contractor for construction or improvement of a Campus Project or a portion thereof.

1.1.31 Day whether capitalized or not, and unless otherwise specifically referred to as a working or business day, means calendar day, including weekends and legal holidays.

1.1.32 Delay means any circumstances involving delay, disruption, hindrance, or interference.

1.1.33 Design Consultant means an individual or firm under contract to the District having primary responsibility for providing or coordinating the architectural or engineering services for a Campus Project.

1.1.34 Director means the District's Director of Bond Capital Construction, or his or her designee.

1.1.35 Dispute Resolution Process means the process for resolution or adjudication of Claims as set forth in Article 11, below.

1.1.36 District means the Los Angeles Community College District, a community college district organized under the laws of the State of California, acting through its Chancellor, CFE, or their designees designated to act on his/her/their behalf.

1.1.37 District Data means the following information, of any kind and in any form (paper or electronic media) to which the Program Manager has or may have access, including without limitation information inputted by Program Manager, in connection with or incidental to the Program Manager's performance of this Agreement: (1) Confidential Information; (2) end-user data, such as, but not limited to, personally identifiable information relating to the District's trustees, employees, faculty, staff or students; and (3) Student Information.

1.1.38 District Website means the website maintained by District at: http://www.laccd.edu.

1.1.39 DSA means the Division of State Architect in the Department of General Services for the State of California.

1.1.40 Effective Date means the date that this Agreement is both executed by the Parties and approved by the Board of Trustees.

1.1.41 Environmental Laws means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et

seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.42 Excusable Circumstances means circumstances causing Delay to the Program Manager's timely performance of this Agreement that are: (1) not caused in whole, or in part, by the negligence or willful misconduct of, or the violation of an Applicable Law by, Program Manager or a Subconsultant or the failure by Program Manager to comply with an obligation under this Agreement; (2) unforeseeable and beyond the control of Program Manager and its Subconsultants, including, without limitation, Force Majeure Events; and (3) the effects of which on Program Manager's performance cannot be reasonably avoided by Program Manager by implementation of alternative, reasonably available means, methods or measures. By way clarification, and without limitation, to the foregoing, Excusable Circumstances do not include the bankruptcy, insolvency, or financial inability to perform of Program Manager or a Subconsultant.

1.1.43 Existing Program Documents means the Standard Operating Procedures and all other written plans, procedures, processes, forms, and protocols of a similar nature (paper or electronic media) developed for the Bond Program prior to the Effective Date for the purpose of establishing the procedures and forms that are to be used for the on-going management of the Bond Program and that are made available to Program Manager for its review, revision, and use.

1.1.44 Force Majeure Event means circumstances that are beyond the control of both the District and Program Manager, including, without limitation, the following: (1) Acts of God; (2) terrorism or other acts of public enemy; (3) acts or omissions of Governmental Authorities (other than District), including, without limitation, Inspectors of Record; (4) epidemics, pandemics or quarantine restrictions; (5) strikes; or (6) industry-wide shortages in materials or labor.

1.1.45 Full (5-Year) Term Staffing Plan means the Staffing Plan attached as part of Exhibit "C" hereto showing the Program Manager's intended staffing for performance of Basic Services for the Maximum Extended Term of five (5) years.

1.1.46 Governmental Authority means the United States, the State of California, the County of Los Angeles and its geographically constituent cities, DSA, California Community Colleges Chancellor's Office and any other local, regional, state, or federal political subdivision, agency, department, commission, board, bureau, court,

judicial, or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over a Campus Project, Site, Program Manager, or District.

1.1.47 Hazardous Substance means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination," or words of similar import under any Environmental Law, including, without limitation, petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), and PCB-containing materials, whether or not occurring naturally or (2) any substance that because of its quantity, concentration, or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.48 Indemnitees means those persons or entities designated as "Indemnitees" in Section 10.1, below.

1.1.49 Initial (6-Month) Staffing Plan means the Staffing Plan attached as part of Exhibit "C" hereto showing the Program Manager's intended staffing for performance of Basic Services the first six (6) months of the Original (2-Year) Term.

1.1.50 Inspector of Record means a certified inspector or specialty inspector, approved by the Office of Regulations Services of the Division of State Architect for the Department of General Services of the State of California, retained by District under separate contract to inspect a Campus Project pursuant to the Field Act (California Education Code, Section 81130.3 *et seq.*) and applicable provisions of the California Code of Regulations.

1.1.51 Intellectual Property Rights means all intellectual property rights, including, without limitation, patents, trademark, service marks, logos, trade names, trade dress, copyrights, industrial design rights, priority rights and trade secrets.

1.1.52 Interest Rate means the lesser of: (1) the "prime rate" as reported by the Wall Street Journal bank survey from time to time or (2) the maximum rate permitted under California law for prejudgment interest.

1.1.53 Invoice for Payment means an itemized invoice for payment prepared and submitted by Program Manager in accordance with the requirements of this Agreement.

1.1.54 Key Deliverable(s) & Milestone(s) means the following: (1) actual issuance by DSA of DSA final certification of a Campus Project no later than sixty (60) Days after first use or occupancy of the Campus Project by the District, including, without limitation, any District personnel; (2) each of the deliverables, reports, audits and assessments, and the corresponding deadlines or time periods for their production or delivery, as described in Exhibit "D" attached hereto (including each and all of Parts C, D, E, F and H of Sections 1.0 through 10.0 thereof and including, without limitation, those deliverables, reports, audits, assessments or other work products offered by the Program Manager in the Program Manager's written technical proposal submitted in response to the RFP Documents that the District has elected, in its sole discretion pursuant to the District's rights under the RFP Documents, to designate and include, and that are included, in Exhibit "D" attached hereto as additional Key Deliverables & Milestones); and (3) any additional Key Deliverables & Milestones that are added by mutual agreement of the Parties following the Effective Date of this Agreement. For clarification purposes, and without limitation to the foregoing, with respect to those deliverables or other items mentioned in Exhibit "D" attached hereto, Key Deliverables & Milestones include all of the deliverables, reports, audits and assessments described in Exhibit "D" attached hereto, whether or not there is a specific deadline for delivery thereof specified in Part D of Sections 1.0 through 10.0 thereof.

1.1.55 Key Person, Key Personnel mean an individual or individuals designated as "Key Personnel" (as distinguished from "Other Personnel") in Exhibit "B" to this Agreement, and any additions or replacements thereto approved by District, whose personal performance of services is considered of the essence to this Agreement.

1.1.56 Labor Compliance Program means the Labor Compliance Program, if any, that is identified in Section 1.11, below, and established pursuant to California Labor Code Section 1771.7.

1.1.57 Loss, Losses mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, cost escalations, damages, actions, judgments, settlements, expenses, fines, and penalties. "Losses" do not include attorney's fees or court costs incurred by a Party as an expense or cost of legal or arbitration proceedings to which a Party is a party.

1.1.58 Maximum Compensation Limitation(s) means a maximum limitation on a component of Basic Services Compensation as set forth in Paragraph 5.1.2 of this Agreement. There are two Maximum Compensation Limitations, including the following: (1) a Maximum Compensation Limitation on the total sum of Program Management Fees payable by District and (2) a Maximum Compensation Limitation on the total sum of Reimbursable Expenses payable by District.

1.1.59 Maximum Extended Term means the maximum possible five (5) year duration of the Term, assuming the District exercises all of its one-year options for extensions pursuant to Section 1.3, below.

1.1.60 Milestone Retention means a portion of the Program Management Fees otherwise earned, due and payable to Program Manager that District is entitled to withhold pursuant to Paragraph 2.1.12, below, to assure the achievement of a Key Deliverable & Milestone.

1.1.61 Notice of Milestone Failure means a written notice by District of Program Manager's failure to achieve a Key Deliverable & Milestone as provided for in Subparagraph 2.1.12.3, below.

1.1.62 Notice of Milestone Interference means a written notice by Program Manager to District of interference with achievement of a Key Deliverable & Milestone as provided for in Subparagraph 2.1.12.6, below.

1.1.63 Objection to Notice of Milestone Failure means a written objection by Program Manager to a Notice of Milestone Failure as provided for in Subparagraph 2.1.12.4, below.

1.1.64 Original (2-year) Term means the initial period of two (2) years that this Agreement, unless terminated earlier, will remain in full force and effect, subject to the District's exercise of its rights to extend the Original (2-Year) Term pursuant to Section 1.3, below.

1.1.65 Original (2-Year) Term Staffing Plan means the Staffing Plan attached as part of Exhibit "C" hereto showing the Program Manager's intended staffing for performance of Basic Services for the Original (2-year) Term.

1.1.66 Request for Milestone Determination means a written request by Program Manager for a determination by District accepting achievement by Program Manager of a Key Deliverable & Milestone as provided for in Subparagraph 2.1.12.5, below.

1.1.67 Performance Standard means the minimum standard of performance that is required of Program Manager and its Subconsultants in their performance of this Agreement as described in Section 1.4, below.

1.1.68 Personnel Action Request means a written request by Program Manager, in a form approved by District, for an adjustment in a Staffing Plan.

1.1.69 Program Documents means all of the writings (both paper and electronic media) in Program Manager's possession related to the Bond Program, including, without limitation, the Existing Program Documents, whether prepared by Program Manager, Subconsultants or others.

1.1.70 Program Management Fees means the portion of Basic Services Compensation that consists of fees payable by District to Program Manager for Basic Services performed on an hourly basis at the Agreed Hourly Rates.

1.1.71 Program Manager means _____, a _____.

1.1.72 Program Manager's Own Expense, when used with regard to a stated circumstance, means that Program Manager agrees to bear at its own expense and pay for any Loss associated with such circumstance without payment of compensation for or reimbursement by District and without adjustment to any Maximum Compensation Limitation.

1.1.73 Program Team means the Colleges, District, College/District Committees, Program Manager, CPLT and CPT for each College, Specialty Consultants, Design Consultants, Contractors, Subcontractors, Subconsultants, Inspectors of Record and other firms or individuals retained by District, or retained by others with District approval, participating in the planning, programming, design, or construction of a Campus Project.

1.1.74 Project Labor Agreement means the Project Labor Agreement authorized by the Board of Trustees on December 19, 2001 (including, without limitation, any amendments thereto executed prior to or after the Effective Date and including, without limitation, the Amended Project Labor Agreement, authorized by the Board of Trustees and effective August 13, 2015 hereinafter referred to as the "Amended Project Labor Agreement").

1.1.75 RFP Documents means the documents that comprise the "RFP Documents" as that term is described in Request for Proposal No. 23-12 issued prior to the Effective Date of this Agreement and that served as the District's administrative basis for the Award of this Agreement.

1.1.76 Reimbursable Expense means an expense that is reimbursable to Program Manager pursuant to Section 5.3, below.

1.1.77 Services means, collectively, Basic Services and District-authorized Additional Services.

1.1.78 Site means: (1) the parcel(s) of land owned by the District used or reserved for use by the College and such additional parcels as may be purchased by District; (2) all areas adjacent to such parcels that may be used by Contractor or its Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which work is required to be performed for a Campus Project.

1.1.79 Specialty Consultant means a professional, of any Tier (other than the Program Manager, CPLTs or CPTs), retained by a Design Consultant or District to provide professional services for a Campus Project, including, without limitation, master planners, appraisers, surveyors, planners, acquisition, relocation and other real estate consultants, title companies, civil engineers, programming consultants, soils and geotechnical engineers, environmental consultants, Hazardous Substances consultants, infrastructure consultants, landscape designers, design peer reviewers, value engineering consultants, construction managers, asset assessment consultants, move management consultants, move and storage service providers, furniture, fixtures and equipment consultants, or constructability consultants.

1.1.80 Staffing Plans (whether used in the singular or plural tense) means the staffing plans attached hereto as Exhibit "C", consisting of the following: (1) an Initial (6-Month) Staffing Plan, (2) an Original (2-year) Term Staffing Plan, and (3) a Full (5-Year) Term Staffing Plan, showing the numbers of working hours that Program Manager anticipates may be required to be expended by persons occupying the personnel positions stated in Exhibit "A" attached hereto to perform the Program Manager's obligations under this Agreement during the periods of time designated in the Staffing Plans and the Program Management Fees that Program Manager projects will be incurred by District associated with such expenditures of time. References to Staffing Plans include the Staffing Plans as modified for adjustments permitted and approved by District pursuant to this Agreement.

1.1.81 Standard Operating Procedures (or, SOP) means the primary and comprehensive guideline for the written plans and procedures that govern management, administration, and oversight of the Bond Program, including, without limitation, any modifications thereto requested by Program Manager and approved by District.

1.1.82 Student Information means any, and the cumulative of all, records kept or caused to be kept by the District pertaining to a student's enrollment, scholarship or educational progress.

1.1.83 Subconsultant means a person or firm that has a contract to perform a portion of the Services covered by this Agreement, including without limitation, subconsultants and sub-subconsultants, of every Tier.

1.1.84 Subcontractor means a person or firm that has a contract to perform a portion of the Work to be performed by a Contractor, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of every Tier.

1.1.85 Term means the period of time that this Agreement is in effect pursuant to Section 1.3, below.

1.1.86 Tier means the contractual level of a Subconsultant with respect to Program Manager, a subconsultant with respect to the Design Consultant retaining such subconsultant or a Subcontractor with respect to a Contractor. For example, a "first-tier" Subcontractor is under contract with the Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on.

1.1.87 Work means labor, materials, equipment, services (including, without limitation, design services provided under a design-build contract), permits, licenses, and taxes and all other things necessary for a Contractor to perform its obligations for the construction of a Campus Project, including, without limitation, any changes, additions, or deletions requested by District.

1.2 DEFINITIONS AND RECITALS

Capitalized terms used in this Agreement shall have the meanings assigned to them in Section 1.1, above or elsewhere in this Agreement. If not so assigned, they shall have the meanings assigned to them in the Existing Program Documents, or if none is assigned in this Agreement or the Existing Program Documents as reasonably understood to apply to them by the context in which they are used. In the event of a conflict between the definition assigned to a capitalized term in this Agreement and the definition to that same term assigned in another Existing Program Document, the former shall control. All recitals set forth above are hereby incorporated as part of the terms of this Agreement.

1.3 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date and shall automatically terminate, without the requirement of any prior notice or other action by District, upon the earlier to occur of (1) expiration of the Original (2-year) Term plus the period of any extension options exercised by District pursuant to this Section 1.3 or (2) termination of this Agreement pursuant to Article 9, below. By written notice to Program Manager given at any time prior to expiration of the Term (including any extensions exercised by District pursuant to this Section 1.3), District shall have the right, in the exercise of its sole and absolute discretion, to do the following: (a) extend the Original (2-Year) Term for twelve (12) months from and after the agreed expiration of the

Original (2-Year) Term; (b) further extend the Term, as extended pursuant to preceding Clause (a), for a second twelve (12) month period; and (c) further extend the Term, as extended pursuant to preceding Clause (b), for a third twelve (12) month period. An exercise by District of its right to extend the Term pursuant to this Section 1.3 shall be effective and binding upon the Program Manager without the necessity for the giving of any new or additional consideration by the Parties and without the requirement of any new or further agreement to, or acceptance of, the extension by Program Manager. The rights and obligations of the Parties for the duration of the Term, including any extensions permitted by this Section 1.3, shall be governed solely by the terms of this Agreement and shall not be subject to any other modification by reason of any extensions requested by District pursuant to this Section 1.3.

1.4 PERFORMANCE STANDARD

1.4.1 General Provision. The Performance Standard described in this Section 1.4 is intended to be a minimum standard of performance applicable to Program Manager and wherever in this Agreement the Program Manager is required to perform an obligation that is higher, greater or stricter than what is required under the Performance Standard, the Program Manager shall, in all respects and in every particular, perform in accordance with such higher, greater or stricter requirements.

1.4.2 Professional Care. All Services, whether performed by Program Manager or its Subconsultants, shall be performed in a manner consistent with the standards applicable to those who specialize in providing similar services for public building programs of the type, scope, and complexity of the Bond Program.

1.4.3 Working Knowledge. Program Manager, and all of the individuals assigned to perform under this Agreement, shall have a working knowledge, suitable to his/her assigned position, of the provisions of Applicable Laws (including, without limitation, the California Public Contract Code, California Education Code, California Code of Regulations, and California Government Code) pertaining to procurement, bidding, design, and construction of public works generally and community colleges specifically.

1.4.4 Fiduciary Status. Program Manager acknowledges the relationship of trust and confidence between it and District and agrees to provide, in its capacity as a fiduciary to District, professional services in a manner consistent with the District's economic, educational, and governmental best interests.

1.4.5 Leadership Role. Program Manager understands and accepts that, within the scope of the Services to be provided by Program Manager under this Agreement, the District and Colleges are relying on Program Manager to demonstrate

and practice, at all times, leadership in facilitating the prompt, efficient, and economical performance of its Services under this Agreement, including, without limitation, the following: (1) anticipating the needs of the Colleges and District; (2) proactively identifying and expediting resolution of matters in question among Program Team members; (3) keeping all Program Team members fully informed, to the extent appropriate to their roles and responsibilities, of current information, recent developments, and upcoming deadlines and milestones; (4) working to create and build a team approach that reflects an optimum degree of consensus among the Program Team members; and (5) being fully responsive to the expressed objectives of the District, College, and College/District Committees.

1.5 AUTHORITY OF THE PROGRAM MANAGER

Program Manager's authority to act on behalf of District is limited to its scope of authority set forth in this Agreement. Notwithstanding anything else stated in this Agreement or any Existing Program Documents to the contrary, Program Manager does not have the express or implied authority to contractually bind District to any third party, including, without limitation, the authority to obligate District to any adjustment to the price or time of performance of any contract between District and any other Program Team member.

1.6 PROGRAM MANAGER'S PERSONNEL

1.6.1 Of Essence. The Services to be provided by Program Manager under this Agreement shall be performed under the leadership and management of the Key Persons listed in Exhibit "B" attached hereto. The furnishing of Services by these individuals, and any individuals approved by District to replace them, is of the essence to this Agreement.

1.6.2 Cooperation. Program Manager's principals and employees (including, but not limited to, Key Persons and other personnel occupying the positions listed in Exhibit "A" attached hereto) shall perform in a thorough and diligent manner consistent with the Performance Standard and with the objective of achieving an efficient and economical management of the planning, programming, design and construction of the Campus Projects and cooperating fully with all members of the Program Team.

1.6.3 Direct Responsibility. The Program Manager is fully and directly responsible to the District for all acts or omissions of all persons employed or retained by Program Manager to perform the Services, whether such persons are employed by Program Manager or a Subconsultant, and for the compliance or non-compliance by such persons with the terms of this Agreement.

1.6.4 Personnel Commitments. Program Manager is required at all times during the Term to furnish persons to fill all of the personnel positions identified in Exhibit "A" attached hereto as Key Personnel. All Key Persons shall be full-time employees of the Program Manager (or a Subconsultant, as permitted) and will work full-time performing the Services required by this Agreement. The following Key Personnel positions shall be performed only by employees of Program Manager (and not by Subconsultants or independent contractors retained by Program Manager): (1) Program Director; (2) BOT Communications Director; (3) Deputy Program Director; (4) Director of Construction; and (5) Director of Design. Personnel positions listed in Exhibit "A" attached hereto other than Key Personnel positions shall be filled as required to meet the requirements of the approved Staffing Plans and as and when Activated pursuant to the provisions of Section 5.2, below.

1.6.5 Personnel Changes.

.1 Additions. It is contemplated that from time to time individuals will need to be added to perform the positions listed in Exhibit "A" attached hereto and in the Staffing Plans. Such additions may be initiated by the Program Manager or the District. If initiated by the Program Manager, the Program Manager shall submit to District, no later than thirty (30) Days prior to the need for such additional persons, the reasons for the request for additional persons. District shall promptly review the request and either approve or disapprove thereof in writing. Such approval by District may be granted or withheld, for any reason or for no reason, in the sole and absolute discretion of District. If such an addition to the persons performing in any of the positions listed in Exhibit "A" attached hereto is initiated by the District, the District shall submit to the Program Manager its proposed addition in writing. Program Manager shall respond, either approving (such approval not to be unreasonably withheld, delayed, or conditioned) or objecting (with explanation of the reasons for such objection) to such proposed addition within thirty (30) Days. Failure by Program Manager to so timely respond shall be deemed approval of such addition. The approval by District of, or a request by District for, any such additional persons shall not be construed as an assumption by District of any responsibility or liability for the acts or omissions of such additional persons and shall not excuse Program Manager from full performance of any of its obligations under this Agreement. Save and except in the case of the addition of personnel pursuant to a written approval by District of Additional Services (Acceleration), the performance of Services by a person added pursuant to this Subparagraph 1.6.5.1 shall not constitute Additional Services.

.2 Removals. Unless requested by District, Program Manager shall not, for so long as any person serving in a position listed in Exhibit "A" attached hereto is employed by Program Manager, remove, substitute, or reduce the level of effort of

such person without District's prior written approval, which may be granted or withheld, for any reason or for no reason, in the sole and absolute discretion of District. If District is dissatisfied with the Services rendered by any such person or otherwise concludes, in the exercise of its sole and absolute discretion, that the District's best interests would be best served by employing a different person, Program Manager shall promptly remove such person and either District or Program Manager may recommend a replacement pursuant to Subparagraph 1.6.5.3, below. If, pursuant to Paragraph 9.1.2, below, Services performed by a person are deleted by District from the scope of Services to be provided under this Agreement, Program Manager shall promptly remove such person.

.3 Replacements. If any person occupying a position listed in Exhibit "A" attached hereto ceases employment with Program Manager or is requested to be removed by District pursuant to Subparagraph 1.6.5.2, above, then Program Manager shall promptly notify District of a proposed replacement of at least equal qualifications or District may propose a replacement in the manner and subject to the conditions applicable to the addition of personnel pursuant to Subparagraph 1.6.5.1, above. Any replacement proposed by Program Manager must be approved by District, which approval may be granted or withheld, for any reason or for no reason, in the sole and absolute discretion of District. All additional costs and expenses that are incurred as a consequence of Program Manager being required, for any reason, to provide a replacement person, including, without limitation, costs of relocation, transfer, and so-called "signing" bonuses, shall be at Program Manager's Own Expense.

.4 Assignments. The District has the right, but not the obligation, in the exercise of its sole and absolute discretion, to request that Program Manager modify the assigned roles or responsibilities of any person performing in any of the personnel positions listed in Exhibit "A" attached hereto and any such modifications as may be requested by the District shall be promptly implemented by the Program Manager. Any such modification of roles or responsibilities that is requested by District shall not be construed as an assumption by District of any responsibility or liability for the consequences of such modification or as reducing or excusing Program Manager from any of its obligations under this Agreement.

1.6.6 Engagement by District. In the event Program Manager ceases its business operations altogether or in the Los Angeles area or this Agreement is terminated, District shall have the right, but not the obligation, without liability or obligation to Program Manager or any other person or entity, to directly engage the services of any person occupying any of the personnel positions listed in Exhibit "A" attached hereto. In addition, District shall have the right at any time to enter into discussions and negotiations with any such person for the purpose of the District's directly employing such person and Program Manager hereby consents thereto. In the

event that, at any time during performance of this Agreement, any such person leaves the employ of Program Manager, whether or not such person is leaving for the purpose of entering into employment by the District or otherwise, Program Manager shall promptly notify District and District shall then have the rights described in this Paragraph 1.6.6 to engage directly the services of such person. In such event, the Staffing Plans and Maximum Compensation Limitations shall be equitably reduced to reflect the elimination from the scope of Services to be performed by Program Manager those Services that such person will thereafter be performing directly to or for the District and that are no longer to be performed by Program Manager.

1.6.7 Employee Status. Persons employed or retained by Program Manager or its Subconsultants shall not be considered employees of District. Program Manager shall, as between Program Manager and District, be solely responsible for all workers' compensation obligations, withholding taxes, unemployment insurance and any other employer obligations with respect to such persons. Under no circumstances shall employees or others employed or retained by Program Manager or its Subconsultants be entitled to any "bumping" rights with respect to any employment position with District. If such person was previously employed by District, he/she shall not hold any rights of return to any position of employment with the District.

1.6.8 Violations of Laws. Program Manager agrees, at the Program Manager's Own Expense, to investigate and remedy, to the satisfaction of the District, any and all issues, circumstances, or situations with Key Personnel (whether an employee of Program Manager or a Subconsultant) where there has been an assertion that the Key Person has violated Applicable Laws.

1.7 SUBCONSULTANTS

1.7.1 District Approval. Program Manager may, with prior written approval by District, enter into written contracts with Subconsultants to perform portions of the Services provided for in this Agreement. Program Manager's request for hiring of a Subconsultant shall be submitted in a writing that describes the scope of Services to be subcontracted, the name and qualifications of the proposed Subconsultant and the proposed terms for total compensation, hourly rates (based on Agreed Hourly Rates permitted by this Agreement), and cost reimbursement. District's approval of a Subconsultant may be granted or withheld, for any reason or for no reason, in the sole and absolute discretion of District; provided, however, that Subconsultants identified by surname or firm name in the Staffing Plans attached to this Agreement as Exhibit "C" shall be deemed approved by District.

1.7.2 Full Responsibility. Program Manager shall, notwithstanding District's approval of a Subconsultant or District's review or approval of the qualifications, scope

of services, or contractual terms of retention of a Subconsultant, be fully responsible to District for all of the acts and omissions of its Subconsultants, the quality and performance of its Subconsultants' services, and the contractual terms of its Subconsultants' retention, including, without limitation, the enforceability and enforcement of such terms and conformance of such terms with the terms of this Agreement. Program Manager agrees to indemnify, defend and hold harmless the Indemnitees in accordance with Section 10.1, below, from any and all Losses asserted by employees, agents and/or representatives of Program Manager or its Subconsultants arising out of their employment with the Program Manager or Subconsultant, and/or the Services provided by the Program Manager or Subconsultant. Program Manager is responsible for reviewing, managing and retaining copies of each Subconsultant's insurance certificates, professional certifications, any required clearances, as well as evidence of OSHA training and SBE certifications.

1.7.3 Subconsultant Termination. Program Manager may, upon advance written notice to District, terminate the services of any Subconsultant. Such termination shall be subject to the prior written approval of District, which approval shall not be unreasonably withheld. In addition, District may request that the services of a Subconsultant be terminated. In such instances, the procedures for removing or replacing said Subconsultant shall be the same as set forth in Section 1.6, above, for removal or replacement of a Key Person.

1.7.4 Assumption of Obligations. Every contract entered into between Program Manager and a Subconsultant shall contain language whereby the Subconsultant, without creating any direct or third party contractual obligation on the part of the District to the Subconsultant, accepts and agrees to be bound by all of the obligations of this Agreement, including, without limitation, those obligations pertaining to indemnification, insurance, accounting records, audit, dispute resolution, waiver of consequential damages, and ownership of Intellectual Property Rights in information or documents. Program Manager shall further include in such contracts provisions obligating each Subconsultant to similarly bind its sub-subconsultants.

1.7.5 Contingent Assignment. Program Manager shall include in its contracts with its Subconsultants a contingent assignment of those contracts to District, or its designee, effective only upon written acceptance of such assignment by District or its designee. If Program Manager fails to do so, and as result a Subconsultant refuses to agree to an assignment of its contract to District on the same terms on which the Subconsultant was retained by Program Manager, Program Manager shall be liable to District for any resulting Losses to District, including, without limitation, additional costs incurred by the District to retain a different professional to perform the Services of such Subconsultant.

1.7.6 Community Economic Development Program. Program Manager shall comply with the requirements of the Community Economic Development Program in the retaining of its Subconsultants.

1.8 OWNERSHIP OF DOCUMENTS

1.8.1 Ownership. All Program Documents (including any designs, building designs or other depictions underlying or shown in them), District Data and Confidential Information, and all Intellectual Property Rights thereto, shall be deemed from their inception, and shall remain in perpetuity, the sole and exclusive property of District with ownership thereof irrevocably vested in District. Disclosure of Program Documents, District Data or Confidential Information shall in no way be construed to be an assignment, transfer, or conveyance of title, ownership or any Intellectual Property Rights of District thereto.

1.8.2 Assignment. Program Manager hereby assigns and agrees to assign to the District, unconditionally, irrevocably, in perpetuity, and with no reserved or retained rights in any other persons, all rights, title and interest in and to the Intellectual Property Rights in and to any Program Documents prepared by Program Manager or its Subconsultants, of any Tier, and any embedded portions thereof. Such transfer and assignment will be effective for the entire duration of such Intellectual Property Rights and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works, and moral rights. Reuse. Reuse of the Program Documents by the District on any program or project other than that for which they were prepared shall be at the sole risk of the District.

1.8.3 Modification. District shall have the right to modify the Program Documents, or any components thereof, without permission from Program Manager and without any additional compensation to Program Manager; provided, however, that Program Manager shall be released from any liability resulting solely from any such modification if it is made (1) during the Term of this Agreement without the prior knowledge of, or disclosure to, Program Manager or (2) after expiration of the Term of this Agreement and under circumstances in which the Program Manager is not then serving as program manager for the Bond Program.

1.8.4 Licenses. The District hereby grants to Program Manager and its Subconsultants, of every Tier, a license, revocable at will of District, to use and copy the Program Documents owned by District during the Term of this Agreement for the sole purpose of performing the Services required by this Agreement. If and to the extent a license for use of the Program Documents prepared by Program Manager or its Subconsultants is required to effectuate the District's rights to use of such Program

Documents as contemplated by this Section 1.8, District is hereby granted an irrevocable, unconditional, and perpetual license to use such Program Documents for its business purposes and to prepare derivative works based thereon.

1.8.5 Delivery. All Program Documents shall be available for review and copying at any time by District. Without limitation to District's rights under Article 8, below, Program Manager and its Subconsultants, of every Tier, shall, if requested by District, deliver the originals (including, without limitation, all native and editable electronic media) of any or all Program Documents to District. With the exception of Program Documents that are judged by District, in the exercise of its sole and absolute discretion, to be confidential or privileged, Program Manager may retain a copy of the Program Documents for its files.

1.8.6 Subconsultants. Program Manager shall take all necessary steps to ensure that a provision is included in all contracts with its Subconsultants, of every Tier, protecting and preserving District's rights as set forth in this Section 1.8.

1.9 COMPLIANCE WITH APPLICABLE LAWS

Program Manager shall, at all times in its performance of its obligations under this Agreement, comply with all Applicable Laws, including, without limitation, those rules or regulations enacted or issued by the District.

1.10 COMMUNITY ECONOMIC DEVELOPMENT, LOCAL, SMALL AND EMERGING BUSINESSES PROGRAM

Program Manager will, at all times in its performance of its obligations under this Agreement, strictly adhere to the requirements of the District's Community Economic Development Program, including, without limitation, compliance with the requirements of the District's Administrative Procedures 6330. Program Manager shall, upon request of District from time to time, provide evidence of such compliance.

1.11 LABOR COMPLIANCE

1.11.1 Project Labor Agreement. Program Manager shall, if and to the extent applicable, comply with any applicable terms of the Project Labor Agreement and Amended Project Labor Agreement.

1.11.2 Labor Code Compliance. Program Manager shall, if and to the extent applicable, comply with California Labor Code Sections 1720 through 1781 and associated regulations applicable to persons performing services or work for "public work" (including, without limitation, inspection and land surveying work, as defined in

California Labor Code Sections 1720 through 1720.9) relating to prevailing wage, hours of work, apprentices, and maintenance and submission of certified payroll reports, and shall pay appropriate penalties to the District for failure to comply pursuant to the California Labor Code, including, but not limited to, Sections 1775, 1776, 1777.7, and 1813. Pursuant to California Labor Code Section 1773, the Director of the Department of Industrial Relations has determined the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this Agreement is to be performed, for persons performing such work or services and said rates are on file with the District at its principal office and available to any interested party upon request. If it becomes necessary for the Program Manager or any Subconsultant to employ any person in a capacity for which no minimum wage rate is specified, the Program Manager shall notify the District and the Program Manager shall promptly seek determination of the applicable prevailing wage rate. Without limitation to any other remedies or penalties provided for by Applicable Laws, failure to comply with the requirements of this Paragraph 1.11.2 shall result in the Program Manager being assessed penalties of up to two hundred dollars ($200) (or such other or greater sums as required by Applicable Laws) for each Day, or portion thereof, for each worker paid less than the required prevailing wage. To the extent required by Applicable Laws, the Program Manager shall maintain and make available for inspection and produced within ten (10) Days of request accurate, certified payroll records in accordance with California Labor Code Section 1776.

1.11.3 Department of Industrial Relations Monitoring and Enforcement. If any "public work" is performed or reasonably anticipated to be performed, Program Manager and any Subconsultant performing "public works" must be currently registered with the Department of Industrial Relations pursuant to Section 1725.5 in order to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work. All work conducted in support of any "public work" is subject to compliance monitoring and enforcement by the Department of Industrial Relations. If "public work" is performed, Program Manager must submit certified payroll records electronically to the Department of Industrial Relations at least monthly.

1.12 TIME OF ESSENCE

All time limits set forth in this Agreement pertaining to Program Manager's performance of its obligations are of the essence to this Agreement.

1.13 CONFLICTS OF INTEREST

Program Manager shall at all times strictly comply with all requirements of Applicable Laws and District policies, rules and procedures as heretofore or

hereafter enacted or amended pertaining to ethical obligations and avoidance and disclosure of conflicts of interest, including, without limitation, the District's 2017 Code of Conduct Policy and Administrative Regulation B-36 (Bond Program Code of Conduct). Without limitation to the foregoing, at no time during performance of this Agreement shall Program Manager or any Subconsultant, or any employee or firm related to or affiliated with any of them, enter into or perform services under a contract with any other member of the Program Team. Notwithstanding any stated in this Agreement to the contrary, violation of this Section 1.13 shall constitute immediate grounds for replacement of the person committing such violation and termination of this Agreement for default, without the requirement that the District offer any opportunity to cure such default as a condition of such termination. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, ALL PERSONS PERFORMING SERVICES PROVIDED FOR BY THIS AGREEMENT SHALL COMPLY WITH THE REQUIREMENTS OF THE DISTRICT'S "CONFLICT OF INTEREST CODE" BOARD POLICY 2710 AND ADMINISTRATIVE PROCEDURE 2712 AND ITS INCORPORATED PROVISIONS OF 2 CALIFORNIA CODE OF REGULATIONS SECTION 18730, VENDOR CODE OF CONDUCT – ADMINISTRATIVE PROCEDURE 6740, AND ANY AMENDMENT THERETO HERETOFORE OR HEREAFTER DULY ADOPTED INCLUDING, AT A MINIMUM, FULL COMPLIANCE WITH THE REQUIREMENTS THEREOF APPLICABLE TO "CONSULTANTS/NEW POSITIONS" AND INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH DISCLOSURE REQUIREMENTS BY MEANS OF ANNUAL SUBMISSION OF A FORM 700 STATEMENT OF ECONOMIC INTERESTS.

1.14 BACKGROUND CHECKS

Program Manager shall comply with, and assumes responsibility for its Subconsultants' compliance with, the District's policies and procedures, as heretofore enacted or hereafter amended, pertaining to criminal background checks, including, without limitation, LACCD Administrative Procedure 6370. Without limitation to the generality of the foregoing, if and to the extent required by those policies and procedures, certifications of compliance shall be submitted by the Program Manager before any Services are performed by the Program Manager and shall be submitted by each Subconsultant prior to its performing any Services under its contract with Program Manager. The Program Manager shall submit two (2) such certification forms ("Background Check Certification" and "Certification of Compliance with LACCD Administrative Procedure 6370"), using the forms attached hereto as Exhibit "F", signed by the Program Manager and each Subconsultant. The format or content of the certifications included in Exhibit "F" attached hereto may be modified at the District's sole and absolute

discretion, without prior notice to the Program Manager, in which event the Program Manager and its Subconsultants shall comply with any such additional requirements and execute such new certifications. The Program Manager and its Subconsultants shall comply with all Applicable Laws, as heretofore or hereafter enacted or amended, when performing criminal background checks or otherwise taking action to certify compliance with LACCD Administrative Procedure 6370, including, without limitation, Applicable Laws governing consumer reporting (including, without limitation, California Investigative Consumer Reporting Agencies Act), anti-discrimination (including, without limitation, Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act), and Applicable Laws relating to privacy and confidentiality. The Program Manager agrees in accordance with Section 10.1, below, to defend, indemnify and hold harmless the Indemnitees from and against any and all Losses relating to or resulting from the Program Manager's or any Subconsultant's acts or omissions in connection with the conduct of criminal background checks and compliance with LACCD Administrative Procedure 6370, including, without limitation, any Losses associated with actions taken against candidates and personnel of the Program Manager or its Subconsultants based, in whole or in part, on information contained in any criminal background check report obtained by the Program Manager or its Subconsultants or information discovered by the Program Manager or its Subconsultants in connection with the criminal background check process.

1.15 INTERNSHIPS

The District requires that the Program Manager provide, at Program Manager's Own Expense and without reimbursement by District, paid internships for currently-enrolled and qualified students of the District's Colleges. Internships shall be provided in areas that offer opportunities the student interns to be exposed to and participate in real-life situations involving the performance of professional services, rather than exclusively clerical tasks. Program Manager shall provide and maintain a minimum number of twenty (20) internships at all times during performance of this Agreement. Additional internships may be required by the District, in its sole discretion, and if so required shall be at Program Manager's Own Expense. Internships shall be conducted in accordance with and subject to the internship conditions set forth in Exhibit "G" attached hereto, as well as any modifications thereto as may be made the District, in the exercise of its sole and absolute discretion, after the Effective Date. Notwithstanding anything stated herein to the contrary, District reserves the right, in its sole and absolute discretion, to require that up to five (5) internships be converted to scholarships. Each such scholarship shall be funded and paid for

by Program Manager at Program Manager's Owner Expense, based on a value assigned each such scholarship that is commensurate with the cost to the Program Manager of funding a full 320 hours of internship.

1.16 OFFICE LOCATION

Unless otherwise agreed in writing by District, Services shall be performed on and from the premises of the District's offices located at 1055 Corporate Center Drive, Monterey Park, California 91754. All Services shall be performed at said office location and shall not be performed, in whole or in part, remotely unless approved in advance by the District in the exercise of its sole and absolute discretion. If Program Manager believes that performance of Services remotely is necessary to protect the health and safety of any person, Program Manager shall as soon as possible inform District of such circumstances and seek permission from District to perform Services remotely. Any Services performed in violation of the conditions of this Section 1.16 shall be deemed performed at Program Manager's Own Expense. In accordance with the requirements of the SOP and Applicable Laws, the Program Manager agrees to develop workplace policies regarding wage and hour issues, meal and rest breaks, overtime, harassment, discrimination, retaliation, provide appropriate training to their personnel with regard thereto, and to ensure that its personnel understand such policies and comply therewith.

1.17 USE OF DISTRICT ISSUED TECHNOLOGY EQUIPMENT AND/OR INFORMATION SYSTEMS

In all aspects of Program Manager's performance of Services under this Agreement and with respect to all services, communications, and other dealings related to the Bond Program, Program Manager and its Subconsultants shall use only and exclusively the technology equipment and/or information systems (including but not limited to Build-LACCD email addresses) issued by the District to the Program Manager. In so agreeing, the Program Manager acknowledges and understands, and shall inform its Subconsultants and all persons performing Services, in writing, that there is no reasonable expectation of privacy or ownership in the communications, data, or work product stored or transacted in the District's technology equipment and/or information systems. Such use of the District's equipment technology or access to information systems may be revoked by the District at any time, including, without limitation, in the event of any misuse or misappropriation. Such use and access to the District's technology and/or equipment and information systems is subject to the District's most-current edition of its Board rules, policies and procedures, including but not limited to the LACCD Information Technology Security Policies and Procedures set forth in Administrative Procedures 3720-3724 and Administrative Protocols 3720-3723(A), as they exist as of the Effective Date and as hereafter revised or amended by the District.

Program Manager shall diligently monitor and enforce compliance by its employees, the Subconsultants, the CPTs and CPLTs, and the employees of each of them, with the requirements of this Section 1.17 and immediately report to the CFE any observed violations.

1.18 LICENSURE

Program Manager shall, at all times during the Term of this Agreement, comply with either or both of the following licensure requirements: (1) Program Manager shall employ, on a full-time basis, an individual responsible for control, management, immediate direction and in responsible charge of the performance of this Agreement, who is an architect or engineer currently duly licensed under the laws of the State of California to perform professional architectural or engineering services or (2) Program Manager shall be a duly licensed general contractor under the laws of the State of California. The District may, in the exercise of its sole and absolute discretion, but assumes no obligation, at any time require that Program Manager submit evidence of compliance with the foregoing requirement in the form of a verification of licensure issued by the governing licensing board or agency of the State of California and if so requested such verification shall be submitted within such period of time as directed by the District, which period of time will be no shorter than the third (3rd) business day after such request by District.

1.19 PUBLIC CONTRACT CODE §2204 CERTIFICATION

Program Manager certifies and represents that at the time of submitting its proposals for the Services described herein and entering into this Agreement with the District, the Program Manager was/is not identified on a list created pursuant to subdivision (b) of Public Contract Code §2203 as a person (as defined in Public Contract Code §2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code §2202.5, or as a person described in subdivision (b) of Public Contract Code §2202.5, as applicable. Program Manager understands that making a false certification and representation may subject the Program Manager to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code §2205.

1.20 EXECUTIVE ORDER N-6-22 (ECONOMIC SANCTIONS RELATING TO RUSSIA)

Program Manager agrees and shall require that its Subconsultants to agree, at all times during the Term, to comply with the requirements of Executive Order N-6-22 signed by the Governor of the State of California on March 4, 2022, and all other federal or state

orders, statutes, regulations, and guidelines related thereto that have been since issued or that may be hereafter issued (collectively, "Executive Order N-6-22"), for so long as the economic transaction limitations and other requirements of Executive Order N-6-22 are in effect. Without limitation to the foregoing, Program Manager and its Subconsultants shall not enter into any contract for performance of Services by any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal orders, statutes, rules, or regulations that may follow. If the total compensation payable to Program Manager exceeds $5 million, the Program Manager and, if applicable, its Subconsultants, shall furthermore comply with all notification and reporting requirements of Executive Order N-6-22. Program Manager and its Subconsultants agree to execute such additional certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Program Manager's and its Subconsultants' compliance and continuing compliance with the foregoing.

1.21 FORCE MAJEURE EVENTS

Neither Party shall be responsible or liable to the other Party for, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement, because of any Force Majeure Event or combination of Force Majeure Events. Each Party shall bear its own Losses resulting from the occurrence of a Force Majeure Event, including, without limitation, any additional costs of resuming performance after the Force Majeure Event has ended. A Party shall be not liable or responsible to the other Party for Losses suffered by the other Party due to a Force Majeure Event. The occurrence of a Force Majeure Event shall not excuse a Party from a default or other wrongful conduct that occurred prior to or after the end of the Force Majeure Event. If Program Manager believes its performance is being impacted due to a Force Majeure Event, Program Manager shall immediately notify the District in writing and take steps as reasonably practicable at Program Manager's Own Expense to mitigate or avoid the impacts of the Force Majeure Event and failing to do so shall be responsible to District for the Losses suffered by District as a result of such failure.

1.22 DATA SECURITY AND DATA MANAGEMENT REQUIREMENTS

1.22.1 General. Throughout the course of the Program Manager's performance of this Agreement, Program Manager shall implement, maintain, monitor, document and comply with appropriate cyber security measures and systems that are consistent with industry standards of the cloud computing/online services industry and that equal or exceed the then-current cyber security measures and systems of the District, including,

without limitation, technologies, processes, procedures, controls and other physical, technical and administrative safeguards to protect against the loss or unauthorized destruction, disabling, manipulation, alteration, disclosure of, access to or control of information and operational technology systems, data centers and storage systems, software and internet-enabled applications and devices, networks, and the data contained in any of them, and to provide for data to be appropriately removed by means of deletion, degaussing, or destruction and such removal actions documented in accordance with industry forensic standards. Program Manager shall require its Subconsultants, as well as the Program Manager's and its Subconsultants' employees, agents, subcontractors and technology hardware, software and service providers to comply with the cyber security requirements of this Agreement, including but not limited to, LACCD Information Technology Security Administrative Procedures and Protocols as specifically referenced in Section 1.17, above. If Program Manager suspects or becomes aware of a breach of data security, it shall immediately notify the District in the manner set forth in Paragraph 1.22.2, below. Without limitation to the District's other rights or remedies afforded by this Agreement or Applicable Laws, Program Manager agrees to defend, indemnify and hold harmless the Indemnitees in accordance with this provision and Section 10.1, below, from and against any Loss (including, without limitation, any notification costs) arising out of or related to a breach by Program Manager or a Subconsultant of any of the Program Manager's obligations of this Agreement or any Applicable Law (including, without limitation, a resulting violation by District of its obligations under California Civil Code Section 1798.29) relating in any way, to cyber security or the confidentiality of District Data or Confidential Information.

1.22.2 Data Security Breach. Program Manager shall report, either orally or in writing, to District any breach of security involving District Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of District Data, not authorized by this Agreement or in writing by District, including any reasonable belief that an unauthorized individual has accessed District Data. Program Manager shall make the report to District immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Program Manager reasonably believes there has been such unauthorized use or disclosure. Oral reports by Program Manager regarding data compromises will be reduced to writing and supplied to District as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report. In addition to the foregoing, Program Manager shall do the following: (1) immediately upon becoming aware of any data security breach, Program Manager shall fully investigate the circumstances, extent and causes of the breach, and report the results to District, including but not limited to the Chief Facilities Executive and Vice Chancellor of Information Technology, and continue to keep District informed on a daily basis of the progress of its investigation until the issue has been effectively resolved. The report discussed herein shall identify the nature of the unauthorized use or

disclosure; the type of data used or disclosed; who made the unauthorized use or received the unauthorized disclosure; and what corrective action Program Manager has taken to prevent any subsequent unauthorized use or disclosure; (2) within five (5) Days of the date Program Manager becomes aware of any such data security breach, Program Manager shall have completed implementation of corrective actions to remedy the breach, restore District access to the software services and/or systems as directed by District, and prevent further similar unauthorized use or disclosure. Program Manager, at its expense, shall cooperate fully with District's investigation of and response to any such incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without written permission form District; and (3) notwithstanding any other provision of this Agreement, and in addition to any other remedies available to District under law or equity, Program Manager shall promptly reimburse District in full for all costs incurred by District in any investigation, remediation, or litigation resulting from any such data security breach, the payment of legal fees and expenses, audit costs, fines and penalties and other fees imposed by regulatory agencies or courts of law as a result of the data security breach.

1.22.3 Data Retention and Disposal. Program Manager will use appropriate and reliable storage media, Program Manager will regularly backup District Data and retain such backup copies for a minimum of six (6) months after this Agreement has ended. At the District's request, Program Manager will either securely destroy or transmit all data to a District repository any backup copies of District Data. Program Manager will supply District a certificate indicating data records disposed of, date of disposal, and method used in its disposition.

1.22.4 Legal Hold on Data. Program Manager will immediately place a "legal hold" on data destruction or disposal under its usual records retention policies of records that include District Data in response to an oral or written request from District indicating that those records may be relevant to litigation that District reasonable anticipates. Oral requests by District for a hold on record destruction will be reduced to writing and supplied to Program Manager for its records as soon as reasonably practicable under the circumstances. District will promptly coordinate with Program Manager regarding the preservation and disposition of these records. Program Manager shall continue to preserve the records until further notice by District.

1.22.5 Data Transfer upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, Program Manager will ensure that all District Data are securely transferred to District, or a third party designated by District, within thirty (30) Days, and in a manner and format further specified by District.

1.22.6 Access to Data. Access to District data managed, stored or transacted by the Program Manager shall at all times be made accessible, without undue delay, to District employees at the direction and/or request of District.

1.23 BIOMETRIC TIME REPORTING

At the sole discretion and request of the District, Program Manager shall as part of its performance of Basic Services, institute a biometric system of time reporting for Program Manager's staff and Subconsultants. Such biometric data shall be possessed, processed, used, collected and stored in adherence to any and all Applicable Laws related to the privacy of such data for the purposes of accurate time reporting, Program Manager audit or evaluation and other such related purposes. If necessary and applicable, Program Manager shall obtain all required rights, consents, and releases in advance to possess, process, use, collect and store such biometric data on District's behalf. Upon implementation of biometric time reporting, District may require of Program Manager additional indemnities, safeguards and protections be added to this Agreement in order to implement such system of time reporting.

1.24 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Program Manager and its Subconsultants, and its/their employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Program Manager acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such Student Information. Program Manager and its Subconsultants will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Program Manager shall implement and maintain administrative, physical and technical safeguards, at its expense, that prevent any collection, use or disclosure of, or access to Student Information that this Agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.

ARTICLE 2
SCOPE OF SERVICES

2.1 GENERAL PROVISIONS

2.1.1 Basic Scope Definition. Basic Services include the following: (1) save and except for those services constituting Additional Services as defined in and

authorized pursuant to Article 4, below, any services that are required of Program Manager or any Subconsultant under the terms of attached Exhibits "B" or "D" or any related terms of this Agreement; (2) other professional services that would be customarily furnished by other providers of professional program management services of the type generally required by this Agreement in support of a bond program comparable in size and complexity to the District's Bond Program for the planning, development, design and construction of facilities for schools or colleges; and (3) other services that are reasonably inferable as necessary or incidental to accomplishment the services described in preceding Clauses (1) and (2). By way of clarification to the foregoing, it is acknowledged that the scope of Basic Services is intended to address and include the management of the full range of variable circumstances and vicissitudes that can occur in managing a complex and evolving bond program and that if and to the extent the quantum of effort, time and costs required of Program Manager to perform the Basic Services increases over the course of Program Manager's performance of this Agreement due to foreseeable or unforeseeable changes in circumstances affecting the Bond Program or the Program Manager's management of the Bond Program, including, without limitation, acts or omissions of the District, Colleges, Contractors, Design Consultants, CPT members or Governmental Authorities, changes in the structure, requirements, or procedures of the Bond Program, or changes in the physical, fiscal or legal constraints under which Campus Projects are implemented, such quantum increases in effort, time and costs, unless they are expressly described in and pre-authorized by District under this Agreement as an Additional Service, shall constitute Basic Services.

2.1.2 Consensus Building. Program Manager shall work to build consensus among the District, Colleges, College/District Committees, and other Program Team members on the optimum approach to development, planning, procuring, performing, and delivering the completed Campus Projects in a condition and within a time frame that is suitable to the District's and College's requirements for use and occupancy.

2.1.3 College/District Committees. Program Manager shall be fully responsive to the needs of the College/District Committees and provide necessary follow-up to determine that recommendations or directions of College/District Committees are timely addressed.

2.1.4 Sustainability. Program Manager shall give highest priority to compliance by all College Project Team members, Contractors, Design Consultants, and Specialty Consultants with the Board of Trustees' approved guidelines governing "Sustainability", approved by the Board of Trustees on March 6, 2002 and "Energy Policy", approved by the Board of Trustee on June 19, 2002 and the District's "Clean Energy and Sustainability Resolution" adopted in July 2020 (including, without limitation,

any amendments thereto and any rule, administrative regulations and guidelines issued by the District for the implementation thereof), outlining principles, standards, and processes of sustainable construction for Campus Projects, except those identified by District as "non-sustainable design" projects.

2.1.5 Program Team. Program Manager is responsible to provide complete program-level management, and not direct supervision, of the performance by other Program Team members, including the review of deliverables developed by other Program Team members, and to administer on behalf of District the contracts between the District and other Program Team members. The obligations assumed by Program Manager under this Paragraph 2.1.5 are in addition to, and shall not be interpreted as relieving any other Program Team member from, the responsibility and liability assumed by the Program Team member under its contract with District or another Program Team member.

2.1.6 Site Safety. Program Manager shall, without assuming responsibility to directly supervise on a day-to-day basis matters relating to safety at the Sites and College campuses, provide program-level administrative oversight of safety programs created and implemented other Program Team members under contract to District, including checking safety programs for compliance with the requirements of the Program Documents. District places, and requires the Program Manager to place, the highest importance and priority on health, safety, and protection of the environment. If the Program Manager learns of a hazardous, unsafe, unhealthful, or environmentally unsound condition or activity at College campus, it shall immediately and in writing inform the District, as well as the College Project Team for the College, of the circumstances. Unless otherwise directed in writing by District, Program Manager shall issue directions to appropriate Program Team member(s) to discontinue activities to the extent necessary to protect persons and property from injury or damage due to the hazardous, unsafe, unhealthful, or environmentally unsound condition or activity and shall take steps to see to it that any such activity is not resumed unless and until such condition is corrected. The obligations assumed by Program Manager under this Paragraph 2.1.6 are in addition to, and shall not be interpreted as relieving any other Program Team member from, the responsibility and liability assumed by a Program Team member under its contract with District or another Program Team member.

2.1.7 Communications. Program Manager shall direct other Program Team members as to the procedures for communications established by the Program Documents and recommend action by District to implement enforcement action against any Program Team member who fails to comply with Program Manager's direction.

2.1.8 Computer Aided Design. Program Manager represents that it has and will maintain throughout performance of this Agreement the necessary software, and shall at all time have persons on its staff with expertise, required to receive, review, evaluate, and transmit Program Documents that are prepared using AutoCAD electronic media and Building Information Modeling.

2.1.9 DSA Compliance. Program Manager shall perform its Services under this Agreement with all necessary and due consideration to the requirements of DSA as they pertain to the Campus Projects. In that regard, the Program Manager represents that it shall be thoroughly knowledgeable in the requirements of DSA that apply to the Campus Projects and shall provide such direction, management, and guidance as may be needed to facilitate and monitor compliance by the Program Team members with the requirements of DSA. Program Manager furthermore accepts as a critical management responsibility under this Agreement, the goal of achieving prompt closeout of Campus Projects and issuance of final certification by DSA of each Campus Project no later than sixty (60) Days after first use or occupancy of the Campus Project by the District, including, without limitation, any District personnel.

2.1.10 Program Documents. Program Manager is fully responsible for the completeness, accuracy, and sufficiency of the Program Documents and shall promptly rectify any error, conflict, or omission in the Program Documents of which it becomes aware at any time during the course of its performance of this Agreement.

2.1.11 MATOC Staff and Infrastructure Contracts. Services under this Agreement shall include, without limitation, program-level management of the District's MATOC – funded staff and contracts awarded by District for centrally management infrastructure projects.

2.1.12 Key Deliverables & Milestones Retention.

.1 General Provision. In addition to the Parties' general commitment and agreement to work cooperatively and in good faith to achieve the objectives, goals, deliveries, and milestones provided for by this Agreement, the Parties have agreed that the District shall have the right pursuant to the provisions of this Paragraph 2.1.12 to retain a portion of the Program Management Fees that would otherwise be due and payable to Program Manager in the event a Key Deliverable & Milestone is not achieved.

.2 Milestone Retention. In addition to and without intending to limit the District's other rights of withholding of payment to Program Manager as set forth elsewhere in this Agreement (including, without limitation, the right of the District to

withhold payment under Section 7.3, below, due to a breach of this Agreement and including, without limitation, a breach based on a failure by Program Manager to achieve a Key Deliverable & Milestone), the District shall have the additional right, but not the obligation, to withhold payment from Program Manager a portion of the Program Management Fees otherwise due and payable to Program Manager to assure full achievement of any Key Deliverable & Milestone. This additional right of withholding is herein referred to as "Milestone Retention." The District's right to withhold Milestone Retention shall apply separately to each Key Deliverable & Milestone. The amount of the Milestone Retention shall be as stated in Subparagraph 2.1.12.8 hereof.

.3 **Notice of Failure.** If the District determines, at any point in time and in the exercise of its sole and absolute discretion, that a Key Deliverable & Milestone has not been achieved, then the District shall have the right, but not the obligation, to issue to Program Manager a written Notice of Milestone Failure informing the Program Manager of the following: (1) identification of the Key Deliverable & Milestone and (2) a general summary of the District's observations that lead it to conclude that the Key Deliverable & Milestone has not been achieved. The District is not required to explain in a Notice of Milestone Failure, or at any other point in the process described in this Paragraph 2.1.12, the particular errors or omissions in Program Manager's performance that the District believes may have caused Program Manager to not achieve a Key Deliverable & Milestone or the actions that the District believes might be needed to effectuate a cure by Program Manager of such failure. A Notice of Milestone Failure may be amended at any time by District. Subject to Program Manager's rights under Subparagraph 12.1.12.4 hereof, promptly following Program Manager's receipt of a Notice of Milestone Failure, Program Manager shall as part of its Basic Services take such actions as are appropriate to achieve the Key Deliverable & Milestone as soon as possible.

.4 **Objection to Notice.** If the Program Manager upon receipt of a Notice of Milestone Failure believes that a Key Deliverable & Milestone identified in the Notice of Milestone Failure has been achieved or the Program Manager believes that there exist justifiable reasons why the District should not withhold Milestone Retention on account of such failure, then Program Manager shall have the right within seven (7) Days after receipt of the Notice of Milestone Failure (or amended Notice of Milestone Failure) to submit to District a written Objection to Notice of Milestone Failure, which shall include the following: (1) a statement of the reasons for Program Manager's objection; (2) a detailed description of the factual bases for the objection; (3) if the objection is based in whole or in part on Excusable Circumstances that have prevented the Program Manager from achieving a Key Deliverable & Milestone, a copy of each Notice of Milestone Interference notifying the District of such Excusable Circumstances and statement of the date and means by which it was submitted to the District; and (4) a

detailed description of what steps, if any, that the Program Manager believes are reasonably required of the District to assist or enable Program Manager to achieve the Key Deliverable & Milestone, and the dates by which completion by District of such steps is requested by Program Manager. An Objection to Notice of Milestone Failure, in order to be effective, must include on its cover page the following words in all capitalized letters, bolded and underlined **"OBJECTION TO NOTICE OF MILESTONE FAILURE."** Promptly following the District's receipt of an Objection to Notice of Milestone Failure, the District shall take such actions as it determines in good faith are reasonably and contractually required of District to assist the Program Manager in achieving the Key Deliverable & Milestone. A failure by Program Manager to provide a timely, complete and compliant Objection to Notice of Milestone Failure shall, for the sole purpose of the District's right to withhold Milestone Retention and for no other purpose, be deemed an agreement by Program Manager that such Key Deliverable & Milestone has not been achieved for reasons unrelated to the existence of Excusable Circumstances and a consent by Program Manager to a withholding of Milestone Retention by the District on account thereof.

.5 Request for Determination. In addition to the notice and objection procedures set forth in Subparagraphs 2.1.12.3 and 2.1.12.4 hereof, in any situation where a Notice of Milestone Failure has not been previously provided by District, the Program Manager shall have the right to submit to District a written Request for Milestone Determination requesting that a Key Deliverable & Milestone be accepted by District as having been achieved. If District disagrees with a Request for Milestone Determination, then the District shall within seven (7) Days after receipt thereof submit to Program Manager a Notice of Milestone Failure and the Parties shall proceed as stated in Subparagraphs 2.1.12.3 and 2.1.12.4 hereof. Failure by District after receipt of a Request for Milestone Determination to timely submit such Notice of Milestone Failure shall, for the sole purpose of the District's right to withhold Milestone Retention and for no other purpose, be deemed an acknowledgement by the District of Program Manager's achievement of the Key Deliverable & Milestone for the sole purpose of determining the District's right to withhold Milestone Retention. Such a deemed achievement of a Key Deliverable & Milestone shall not be interpreted as a waiver of District's other rights or remedies for the Program Manager's failure to achieve any Key Deliverable & Milestone or by reason of any other defect or deficiency in Program Manager's performance related to any Key Deliverable & Milestone, whether or not such failure, defect or deficiency was known or suspected by District before or after the date of the District's receipt of the Request for Milestone Determination.

.6 Excusable Circumstances. Subject to Program Manager's compliance with this Subparagraph 2.1.12.6, the Program Manager shall be excused from a failure to achieve a Key Deliverable & Milestone (other than a failure in issuance

of DSA final certification of a Campus Project), if and to the extent such failure is due to Excusable Circumstances. If the Program Manager learns of Excusable Circumstances that the Program Manager believes or suspects will Delay achievement of a Key Deliverable & Milestone (including, without limitation, such a failure of issuance of DSA final certification) then the Program Manager shall within seven (7) Days after learning thereof submit to District a Notice of Milestone Interference. A Notice of Milestone Interference must include on its cover page the following words in all capitalized letters, bolded and underlined **"NOTICE OF MILESTONE INTERFERENCE."** A Notice of Milestone Interference shall be given for each separate occurrence of Excusable Circumstances; meaning that Program Manager shall not aggregate different occurrences of Excusable Circumstances in a single Notice of Milestone Interference but shall provide a separate Notice of Milestone Interference for each separate occurrence of Excusable Circumstances. Failure by Program Manager to submit timely, complete and compliant Notice of Milestone Interference notifying the District of Excusable Circumstances shall, for the sole purpose of the establishing the District's right to withhold Milestone Retention and for no other purpose, constitute a waiver by Program Manager of the Program Manager's right to assert such Excusable Circumstances as an excuse for, or in defense of, Program Manager's failure to achieve a Key Deliverable & Milestone. By way of clarification to the foregoing, it is understood and agreed that Excusable Circumstances shall not constitute a basis for objection by Program Manager to, or serve as a basis for excusing Program Manager from, a withholding of Milestone Retention by District due to a failure in the issuance of DSA final certification of a Campus Project within sixty (60) Days after first use or occupancy of the Campus Project by the District. Notwithstanding, Program Manager shall provide Notice of Milestone Interference as required herein on account of any such Excusable Circumstances for the purpose of keeping the District contemporaneously informed of Delays affecting issuance of final DSA certification of Campus Projects.

.7 **District Determination.** As a condition precedent to the District withholding Milestone Retention, the District shall promptly following submission of Notice of Milestone Failure and expiration of the period of time for submission by Program Manager of an Objection to Notice of Milestone Failure make a written determination that a Key Deliverable & Milestone has not been achieved. The District is not required in such determination to provide a reasoned explanation or statement of the facts upon which such determination is based and if a statement of reasons or facts is included, the grounds for the District's exercise of its right to withhold Milestone Retention shall not be limited to or by the reasons or facts so stated.

.8 **Retention Calculation.** Upon issuance by District of a determination pursuant to Subparagraph 2.1.12.7 hereof, the District shall have the right to withhold Milestone Retention from the amount of any payment of Program

Management Fees otherwise earned, due and payable to Program Manager. The allowable amount of the District's withholding of Milestone Retention for a failure to achieve a Key Deliverable & Milestone shall be **$10,000.00** for each such Key Deliverable & Milestone. There shall be no limitation on the aggregate amount of the Milestone Retention that the District is entitled to withhold due to failures by the Program Manager to achieve multiple Key Deliverables & Milestones. For purposes of interpreting and applying the District's right to withhold Milestone Retention, the following shall apply: (a) if a Key Deliverable & Milestone designated in Exhibit "D" attached hereto is required to be submitted in "draft" and "final" forms, the delivery deadline for purposes of withholding Milestone Retention shall be the deadline for submission of the "final" form; (b) if the time for delivery of a Key Deliverable & Milestone required by Exhibit "D" is annually, the delivery deadline for purposes of withholding Milestone Retention shall be ninety (90) Days after the end of the 12-month period or calendar year (as applicable) covered by the deliverable; (c) if the time for delivery of a Key Deliverable & Milestone required by Exhibit "D" is biannually, the deliverable shall cover a period of six (6) months and the delivery deadline for purposes of withholding Milestone Retention shall be thirty (30) Days after the end of such 6-month period; and (d) if the time for delivery of a Key Deliverable & Milestone required by Exhibit "D" is weekly, monthly or quarterly, the deliverable shall be submitted to the District within and no later than the end of the stated and applicable period of time. In the case of the Key Deliverable & Milestone defined herein as issuance of DSA final certification of a Campus Project, the deadline for issuance of DSA final certification for purposes of withholding Milestone Retention shall be the sixtieth (60^{th}) Day after first use or occupancy of the Campus Project by the District, including any District personnel.

.9 **Milestone Retention Release.** The District shall not be obligated to release Milestone Retention that is withheld due to a failure by Program Manager to achieve a Key Deliverable & Milestone unless and until the earlier of (1) written confirmation by the CFE of full achievement of such Key Deliverable & Milestone or (2) expiration of the Term of this Agreement. Milestone Retention shall be released to the Program Manager as part of the payment by District of the next-occurring payment due to Program Manager (or if no further payments are owing, within thirty (30) Days) with no amount added thereto, or payable by District on the Milestone Retention withheld for interest or any other damages in the nature of a loss of return on principal funds. Written confirmation by the CFE of full achievement of a Key Deliverable & Milestone shall be for the sole purposes of releasing Milestone Retention and shall not be interpreted as a waiver of District's other rights or remedies for the Program Manager's failure to achieve any Key Deliverable & Milestone or by reason of any other defect or deficiency in Program Manager's performance related to any Key Deliverable & Milestone, whether

or not such failure, defect or deficiency was known or suspected by District before or after the date of the CFE's confirmation.

.10 Reserved Rights. Neither the failure to assert or take action, nor the assertion or taking of any action by District, relating to the withholding of Milestone Retention shall constitute a waiver of or limitation upon any of the District's other rights, recovery or remedies under this Agreement or Applicable Laws, including, without limitation, the District's right to withhold payment pursuant to Section 7.3, below, on the grounds of breach by Program Manager, including without limitation, a breach due to Program Manager's failure to achieve a Key Deliverable & Milestone for which the District has exercised a withholding of Milestone Retention. Except as otherwise expressly stated in Subparagraph 2.1.12.5, above, no failure by District, whether knowing or unknowing, to declare or notify Program Manager at any point in time of a failure to achieve a Key Deliverable & Milestone or to assert the right to withhold Milestone Retention shall be interpreted as a waiver of the District's right to withhold Milestone Retention at any later point in time subject to the District's compliance at such later time with the applicable provisions of this Paragraph 2.1.12 or as a waiver by District of the right to withhold Milestone Retention due to any other or related failure by Program Manager to achieve a Key Deliverable & Milestone.

ARTICLE 3
DISTRICT RIGHTS AND RESPONSIBILITIES

3.1 PROGRAMS, BUDGETS, AND SCHEDULES

District reserves the right, exercised in its sole and absolute discretion, to modify the programs, schedules, budgets, and performance criteria pertaining to any Campus Project. Services or costs required of Program Manager to respond to such modifications are deemed part of Basic Services.

3.2 PROJECT INFORMATION

District shall furnish to Program Manager, upon written request, information available to District concerning the Bond Program or any Campus Project. Program Manager is entitled to rely thereupon; however, District does not warrant, expressly or impliedly, the accuracy, suitability, or completeness of such information or of any statements, data, opinions, or recommendations contained therein and shall not be considered in breach of this Agreement or otherwise liable to Program Manager for any Loss that is caused if such information provided by District is in any way inaccurate, unsuitable, or incomplete. Services or costs required of Program Manager to respond to or deal with

circumstances resulting from any such information that is inaccurate, unsuitable, or incomplete are deemed part of Basic Services.

3.3 REQUESTS FOR DECISIONS

District shall promptly render, upon written request by Program Manager, decisions, or approvals necessary for Program Manager's performance of this Agreement; provided, however, that no failure by District or College to render any decision or approval shall constitute grounds for excusing Program Manager's timely performance under this Agreement unless Program Manager has notified District in writing, no later than seven (7) Days in advance of its requiring such decision or approval, stating: (1) a description of the decision or approval required; (2) a deadline date by which such decision or approval is required so as to not delay the Program Manager's performance, which date is no fewer than seven (7) Days after the date that Program Manager provides such notice; and (3) a specific statement that one or more Campus Projects will or may be delayed if the decision or approval is not received by the stated deadline date. Services or costs required of Program Manager due to Delays, from any cause or of any duration, in the District's providing decisions or approvals are deemed part of Basic Services.

ARTICLE 4
ADDITIONAL SERVICES

4.1 EXCLUSIVE RIGHT

There shall be no adjustment to the Maximum Compensation Limitations, it being the intent of the Parties that Additional Services shall constitute the Program Manager's sole and exclusive right, recovery, and remedy for additional compensation or reimbursement in excess of the Maximum Compensation Limitations.

4.2 DISTRICT PRE-AUTHORIZATION

Except as otherwise permitted by Section 4.5, below, Program Manager shall not perform any Additional Services without the prior, written approval of District and a mutual agreement between the Parties on the Additional Services Compensation to be payable by District therefor. In addition to the foregoing, advance approval by the Board of Trustees shall be required for any single authorization for Additional Services Fees and related Reimbursable Expenses that exceeds Fifty Thousand Dollars ($50,000). Any Additional Services performance by Program Manager for which Program Manager has failed to obtain such advance written authorization, agreement to Additional Services Compensation and Board Approval (when required) shall be deemed performed at Program Manager's Own Expense.

4.3 CATEGORIES OF ADDITIONAL SERVICES

Additional Services include and are restricted to the following services, but only to the extent that such services do not arise, in whole or in part, from either the negligence or willful misconduct of the Program Manager or its Subconsultants or a failure by Program Manager to comply with its obligations under this Agreement:

4.3.1 Additional Services (Extraordinary). Services of an extraordinary nature that are essentially and categorically outside the scope of Basic Services as described in Article 2, above.

4.3.2 Additional Services (New Bonds): Services that are required due to the issuance and approval by the voters, after the Effective Date of this Agreement, of a new bond or bonds for construction or rehabilitation of District or College facilities.

4.3.3 Additional Services (Acceleration). Additional time in the performance of Basic Services that the Program Manager is required to expend to comply with, and that would not have been expended but for the Program Manager's compliance with, a written direction by the District in accordance with Section 6.3, below, to accelerate the performance of Basic Services.

4.4 ADDITIONAL SERVICES COMPENSATION

4.4.1 Types of Additional Compensation. Additional Services Compensation for the performance of Additional Services shall include and be limited to payment of Additional Services Fees and (if and as agreed to by District) reimbursement of Reimbursable Expenses (as permitted by this Agreement) necessarily and reasonably incurred in the performance of District-authorized Additional Services. Program Manager's compensation for Additional Services authorized and performed in accordance with this Agreement shall be agreed to by the District and Program Manager at the time that the Additional Services are authorized by District and before commencement of performance by Program Manager of the Additional Services, based upon one or a combination of the following options:

.1 a fixed, lump sum price that includes all Additional Services Fees and Reimbursable Expenses;

.2 a fixed, lump sum price for Additional Services Fees plus separate reimbursement of authorized Reimbursable Expenses directly and exclusively related to the performance of the Additional Services;

.3 an amount for Additional Services Fees calculated by multiplying the number of hours of authorized Additional Services performed by the personnel performing the Additional Services times the Agreed Hourly Rates applicable to such personnel plus authorized Reimbursable Expenses directly and exclusively related to the performance of the Additional Services, the total of which Additional Services Fees and Reimbursable Expenses shall be subject to and not exceed a mutually-agreed not-to-exceed amount; or

.4 an amount for Additional Services Fees calculated by multiplying the number of hours of authorized Additional Services performed by the personnel performing the Additional Services times the Agreed Hourly Rates applicable to such personnel, the total of which Additional Services Fees shall be subject to and not exceed a not-to-exceed amount, plus separate reimbursement of authorized Reimbursable Expenses directly and exclusively related to the performance of the Additional Services.

4.5 DISPUTED ADDITIONAL SERVICES.

If a dispute arises between District and Program Manager as to the proper classification of a service as Basic Services or Additional Services, Program Manager shall nevertheless proceed with performance of the disputed services if and after being directed to do so in writing by District. In such case, Program Manager may, by written notice to District within thirty (30) Days after such direction, reserve to itself the right to submit a Claim for additional compensation for such disputed services. Failure to provide such written notice shall result in Program Manager waiving the right to assert such Claim. The burden of proving the right to receive compensation for Additional Services and the amount thereof rests with the Program Manager. Neither (1) the District's written direction to perform nor (2) the Program Manager's performance of such disputed services in compliance with a written direction by District following notice by Program Manager as required by this Section 4.5, shall be interpreted as a waiver by either District or Program Manager of their respective rights with respect to the appropriate classification of the disputed services rendered.

ARTICLE 5
COMPENSATION AND STAFFING

5.1 BASIC SERVICES

5.1.1 Basic Services Compensation. Subject to the terms and conditions of this Section 5.1 and other applicable terms of this Agreement, Program Manager shall be compensated, as its sole, exclusive and complete compensation for its proper performance of Basic Services, a Basic Services Compensation consisting of (1)

Program Management Fees that are based upon the product of the number of hours of Basic Services (excluding any vacation, holiday or sick time) performed by the personnel employed by Program Manager and Subconsultants who are listed in Exhibit "A" attached hereto and whose hours have been Activated based upon the District-approved Staffing Plans, multiplied times the Agreed Hourly Rates for such personnel as set forth in Exhibit "A" attached hereto plus (2) Reimbursable Expenses incurred and paid in the performance of Basic Services in accordance with the provisions of Section 5.3, below.

5.1.2 Limitations on Compensation.

.1 Maximum Compensation Limitations.

(1) Program Management Fees. The total amount of Program Management Fees payable by District (inclusive of amounts payable for Program Management Fees for Basic Services performed by Program Manager and its Subconsultants) for the duration of the Maximum Extended Term of this Agreement shall not exceed the agreed Maximum Compensation Limitation on Program Management Fees of _____ dollars/no cents ($_____) [insert Proposer's proposed/negotiated Maximum Compensation Limitation on total Program Management Fees for the duration of the Maximum Extended Term].

(2) Reimbursable Expenses. The total amount of Reimbursable Expenses payable by District (inclusive of amounts payable by District for Reimbursable Expenses incurred by Program Manager and/or its Subconsultants) for the duration of the Maximum Extended Term of this Agreement shall not exceed shall not exceed the agreed Maximum Compensation Limitation on Reimbursable Expenses of _____ dollars/no cents ($_____) [insert Proposer's proposed/negotiated Maximum Compensation Limitation on total Reimbursable Expenses for the duration of the Maximum Extended Term].

.2 Program Manager's Expense. Notwithstanding any stated or implied to the contrary in this Agreement, payment of Program Management Fees to Program Manager for Services, whether those Services are performed by Program Manager or a Subconsultant, are strictly limited to hours performed by persons occupying the positions listed in Exhibit "A" attached hereto at the Agreed Hourly Rates assigned to such position in Exhibit "A." All costs, wages, and other expenses associated with the performance of Services by any person occupying any position not listed in Exhibit "A" shall be borne by Program Manager at Program Manager's Own Expense. Without limitation to District's other rights or remedies under this Agreement or Applicable Laws, Services that are negligently performed by Program Manager or a Subconsultant or that do not conform to the requirements of this Agreement shall be

remedied by Program Manager at Program Manager's Own Expense and if such negligent or nonconforming Services cannot be, or are not, fully remedied by Program Manager and are reasonably judged by District to be without substantial value to the District, then such Services shall, in addition and without limitation to the District's other rights or remedies for Loss caused thereby, be borne by Program Manager's at Program Manager's Own Expense and any Program Management Fees or Reimbursable Expenses payable to Program Manager in connection the performance of such Services shall be deemed unearned by Program Manager and shall not be payable by District or if previously paid to Program Manager shall be repaid to District by Program Manager or may be withheld by District from future payments owing to Program Manager.

.3 **Termination.** Nothing stated in this Paragraph 5.1.2 or elsewhere in this Agreement shall be interpreted as obligating District to compensate Program Manager, in the event of a termination of this Agreement pursuant to Article 9, below, any amounts that exceed those permitted by Article 9.

.4 **District Overpayment.** Any overpayment by District of Services Compensation, whether or knowing or inadvertent, shall not constitute a waiver of the right of District to recoup such overpayment by any means, including, without limitation, crediting such overpayments against amounts payable under current or future Invoices for Payments submitted by Program Manager.

5.1.3 Annual Budgetary Objectives

.1 **Program Management Fees.** Program Manager shall endeavor to achieve the District's goal of meeting its Annual Budgetary Objective of expending no more than one-fifth (1/5) of the Maximum Compensation Limitation applicable to Program Management Fees during each successive 12-month period (commencing from the Effective Date) of the Term.

.2 **Reimbursable Expenses.** Program Manager shall endeavor to achieve the District's goal of meeting its Annual Budgetary Objective of expending no more than one-fifth (1/5) of the Maximum Compensation Limitation applicable to Reimbursable Expenses during each successive 12-month period (commencing from the Effective Date) of the Term.

.3 **Not a Guarantee.** Unlike the Maximum Compensation Limitations, which are understood by the Parties to be guaranteed maximum limitations on the Basic Services Compensation payable by District under this Agreement, the dollar amounts comprising the Annual Budgetary Objectives of the District are not guaranteed amounts and shall not be interpreted as maximum limitations on the Basic Services

Compensation payable to Program Manager during any of the aforementioned successive 12-month periods of the Term.

5.2 STAFFING

5.2.1 Staffing Plan. Attached hereto as Exhibit "C" are the Staffing Plans prepared by Program Manager that set forth the Program Manager's plans for staffing its \ performance of Basic Services. Program Manager represents that the Staffing Plans are a realistic, fair, and balanced projection of the time and costs for completing performance the Basic Services for a Basic Services Compensation that does not exceed the Maximum Compensation Limitations. Unless otherwise approved in writing by District, Program Manager shall not be entitled to seek or receive payment for any Services or related Reimbursable Expenses that are not performed strictly in accordance with the Staffing Plans or that have not been Activated in the manner required by this Agreement. For example and without limitation to the foregoing, Services performed by individuals (1) not listed in the Staffing Plans, (2) performing Services in furtherance of tasks or functions other than those assigned to such individual in the Staffing Plans, or (3) whose Services have not been Activated, shall be deemed performed at Program Manager's Own Expense.

5.2.2 Plan Adjustments. Adjustments to the Staffing Plans shall only be made as permitted by this Section 5.2. District and Program Manager recognize that from time to time it may be necessary or appropriate in the interests of the District to make changes in a Staffing Plan that involve a reallocation of existing staffing resources. Such changes may be initiated by written request of District or written notice by the Program Manager to the District. If such changes in a Staffing Plan are initiated by Program Manager, they shall be described in a writing submitted to District prior to performance of the Services affected thereby, pursuant to submission of a Personnel Action Request stating that the change in the Staffing Plan is at no additional cost to the District. District has reviewed the Staffing Plans attached hereto as Exhibit "C" and hereby approves thereof. Except as otherwise stated in Subparagraph 5.2.3.2, below, such approval shall not be interpreted as an Activation of any portion of any Staffing Plan. Program Manager shall, notwithstanding District's review or approval of the Staffing Plan or adjustments thereto, be solely and exclusively responsible for the accuracy, sufficiency, and completeness of the Staffing Plan and any adjustments thereto.

5.2.3 Staffing Activation.

.1 Condition of Performance. Program Manager shall not perform any Services included in a Staffing Plan until those Services have been Activated pursuant to this Paragraph 5.2.3. Services performed that have not been so Activated shall be deemed performed at Program Manager's Own Expense.

.2 **Initial Activation.** Services for the first sixty (60) Days of the Initial (6-month) Staffing Plan are hereby deemed Activated. Services for each successive Activation Period thereafter occurring shall be Activated as provided in this Section 5.2.

.3 **Subsequent Activation.** No fewer than thirty (30) Days prior to the end of each successive Activation Period (after the initial Activation Period set forth in Subparagraph 5.2.3.2, above) occurring throughout the Term of this Agreement, Program Manager shall submit to District a written request stating its forecast of those portions of the Staffing Plan that it believes will need to be Activated for performance of Services during next successive 90-Day Activation Period. Program Manager and District shall within ten (10) Days after District's receipt of such written request endeavor to mutually agree upon the portions of a Staffing Plan to be Activated. If the Parties fail to so agree, then District shall direct the portion of a Staffing Plan to be Activated. If Program Manager disagrees with such direction, for any reason, it shall notify District in writing within ten (10) Days of receipt of District's direction of its disagreement, along with an explanation of the reasons therefor. Failure to provide such notice shall result in the District's direction being deemed accepted and approved by Program Manager.

.4 **District Modifications.** District shall have the right in its sole and absolute discretion and without incurring any additional liability to Program Manager, upon thirty (30) Days' advance written notice to Program Manager (or, upon three (3) Days' written notice in the case of a request for change in staffing due to an individual's unsatisfactory performance), to rescind or modify the staffing provided for in any prior approval or direction to Activate. Such rescission or modification of a prior approval or direction by District to Activate shall be effective as to any Services covered by such prior approval or direction that have not been yet performed at the time such notice is received by Program Manager.

.5 **No District Guarantee.** Neither District's approval of a Staffing Plan, nor any adjustment thereto, nor anything stated elsewhere in this Agreement shall be interpreted as creating or implying the existence of any promise, guarantee, or warranty on the part of the District that District will request or require performance of Services to the levels proposed, estimated, or contemplated in the Staffing Plan or that the levels of Services required or approved by District now or in the future are, or will be, sufficient for Program Manager to fully perform its obligations under this Agreement.

5.2.4 Agreed Hourly Rates. It is the intent of the District and Program Manager that, unless otherwise approved in writing by the District in the exercise of its sole and absolute discretion, that Agreed Hourly Rates shall remain fixed and not be escalated at any time for the duration of the Term and Maximum Extended Term of this Agreement. Notwithstanding the foregoing, requests for increases in Agreed Hourly

Rates will be considered and may be approved by the District on a case-by-case basis, which approval may be granted or denied in the sole and absolute discretion of the District. No approval by the District of any such increase in Agreed Hourly Rates shall be effective unless set forth in a writing, signed by the CFE, that includes the following words in all capitalized letters, bolded and underlined "**APPROVAL OF INCREASE IN AGREED HOURLY RATES**." Under no circumstances shall any such approval of an increase in Agreed Hourly Rates be implied from any payments or other course of conduct on the part of the District. Agreed Hourly Rates for hours expended in the performance of Services by persons occupying the District-approved personnel positions listed in Exhibit "A" attached hereto are the sole and exclusive hourly rates and the sole and exclusive personnel positions for which Program Manager is entitled to be paid a compensation for the performance of any Services, of any kind. In the event time is expended by persons for whom there is not an Agreed Hourly Rate specified in Exhibit "A" attached hereto, the cost of such person's time shall be deemed to have been incurred by Program Manager at Program Manager's Own Expense. If any person's time expended in the performance of Services exceeds the Agreed Hourly Rate applicable to such person or such person's personnel position as set forth in Exhibit "A" attached hereto, such excess shall be returned to District or may be withheld by District from amounts otherwise owing to Program Manager. In the event an hourly rate for a person or personnel position is stated in a Staffing Plan (including, without limitation, Exhibit "C" attached hereto) is greater or lesser than the Agreed Hourly Rate applicable to that person's position as stated in Exhibit "A" attached hereto, the governing hourly rate shall be the Agreed Hourly Rate. Notwithstanding anything stated to the contrary in this Agreement or any of its exhibits (including, without limitation, Exhibit "A" or Exhibit "C" attached hereto), in no event shall the Program Manager, at any time, be entitled to be paid an Agreed Hourly Rate for a person that would exceed the Agreed Hourly Rate applicable to the senior person to whom that person reports and in such event the Agreed Hourly Rate of the junior person shall be reduced to an amount that is less than that of the senior person. The amount of such reduction shall be as mutually agreed by the Parties, and shall be a meaningful reflection of the differences in roles and responsibilities of the persons involved.

5.2.5 Travel Time. Travel between (i.e., to or from) any of the following (or any combination thereof) shall not be included in hours charged or billed under this Agreement by the Program Manager or its Subconsultants and mileage or other costs of such travel shall not be charged to District as a Reimbursable Expense: (1) a person's place of residence, (2) the office location for performance of the Services designated by the District in accordance with Section 1.16, above, (3) any other office or branch office of the Program Manager or a Subconsultant, and (4) the campus of any College.

5.3 REIMBURSABLE EXPENSES

5.3.1 Reimbursement by District. Except as otherwise provided in this Agreement and notwithstanding anything stated to the contrary in Exhibit "E" attached hereto, District shall reimburse Program Manager its reasonable, out-of-pocket expenses listed in this Paragraph 5.3.1 or in Exhibit "E" attached hereto that are incurred and paid by Program Manager during the Term and in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are (1) generated in direct performance of Basic Services or Additional Services under this Agreement, (2) are not incurred as a result of the negligence or willful misconduct of Program Manager or a Subconsultant or the failure of Program Manager to comply with the terms of this Agreement, and (3) are permitted under the terms of the District's "Proposition A/AA and Measure J Cost Principles" (or similar regulations or policies) set forth in the District's governing rules and regulation, including, without limitation, Administrative Procedure 6600:

.1 outside printing of documents that are required to be delivered and that are delivered to the District, a College, or another Program Team member pursuant to this Agreement (costs of outside printing of documents for internal uses by Program Manager or its Subconsultants shall not be reimbursable) at rates that do not exceed per page or sheet rates that have been approved by District in advance;

.2 reproduction or reprographics costs for copies of documents that are required to be delivered and that are delivered to the District, a College, or another Program Team member pursuant to this Agreement (costs of reproduction or reprographics of documents for internal uses by Program Manager or its Subconsultants shall not be reimbursable) at rates that do not exceed per page or sheet rates that have been approved by District in advance and costs of plotter paper and ink cartridges used exclusively for the performance of this Agreement;

.3 postage, shipping, overnight mail, messenger, courier and/or delivery services of documents that Program Manager is required in order to perform this Agreement to deliver to the District, College or another Program Team member;

.4 subject to the provisions of Paragraph 5.2.5, above, mileage for business travel at the then-current rate established by the Internal Revenue Service and related parking charges and tolls;

.5 out-of-town travel as approved in advance in writing by District;

.6 charges for cellular phone use to the extent such charges incurred in the Program Manager's performance of this Agreement, including any reasonable, necessary and unavoidable termination charges;

.7 safety supplies used exclusively for visitations to Campus Projects (such as, but not limited to, hard hats, vests and ear plugs);

.8 other reimbursable expenses set forth in Exhibit "E" attached hereto, as well as any other costs if and only to the extent approved in writing by District in advance of such costs being incurred, which approval may be granted or withheld in the sole and absolute discretion of District; and

.9 out-of-pocket costs of District-approved Subconsultants (limited to those Reimbursable Expenses listed in Subparagraphs 5.3.1.1 through 5.3.1.8, above) pursuant to contracts approved by the District pursuant to Section 1.7, above.

5.3.2 Exclusive List. The list of Reimbursable Expenses set forth in Paragraph 5.3.1, above and Exhibit "E" attached hereto are the sole and exclusive list of costs and expenses for which Program Manager is entitled to reimbursement. Any costs or expense of performance of this Agreement for which Program Manager is not entitled to reimbursement under this Section 5.3 shall be paid by the Program Manager at Program Manager's Own Expense.

5.3.3 Property of District. All equipment purchased that is not fully consumed in the performance of this Agreement and that is reimbursed by District as a Reimbursable Expense shall become property of the District, be labeled as property of District and at the election of District shall either be delivered to District upon termination of this Agreement or a credit issued to District against payments due under this Agreement for the reasonable, depreciated value thereof.

5.3.4 Approval Limitations. Notwithstanding the terms of any District-approved Staffing Plan, any Reimbursable Expenses wherein a single item exceeds $500 in value, whether leased or purchased, must be approved in writing in advance by the District. Costs incurred without such approval shall be deemed incurred at Program Manager's Own Expense.

5.3.5 Mark Ups. All Reimbursable Expenses shall be billed to and payable by the District based on the actual cost, with no administrative charge, multiplier, markup, up-charge, or profit added or charged by the Program Manager or any Subconsultant.

5.3.6 Expense Records. Accurate and detailed records of Reimbursable Expenses pertaining to the Project shall be maintained in an orderly manner on the

basis of generally accepted accounting practices and shall be available at Program Manager's office (or at District's request, shall be brought by Program Manager to the District's offices) for inspection, auditing, and/or copying pursuant to Article 8 of this Agreement.

ARTICLE 6
TIME OF PERFORMANCE

6.1 GENERAL OBLIGATION

The Program Manager shall promptly and diligently perform its obligations under this Agreement in a timely manner consistent with requirements of the Performance Standard, allowing a reasonable time for actions required by other Project Team members to respond to Program Manager's requests for direction, approval or information.

6.2 EXCUSABLE DELAYS

Program Manager shall be excused from its obligation under Section 6.1 if and only to the extent that the Program Manager's performance of Basic Services is reasonably and unavoidably delayed due to Excusable Circumstances; provided, however, that no Excusable Circumstances shall constitute a grounds for excuse unless Program Manager gives written notice to District thereof no later than ten (10) Days after the Program Manager first becomes aware of the existence of such Excusable Circumstances and the fact that they are causing or likely to cause a Delay to Program Manager's performance. Such notice in order to be effective must include on its cover page the following words in all capitalized letters, bolded and underlined **"NOTICE OF EXCUSABLE DELAY."** Such notice shall be given for each separate occurrence of Excusable Circumstances; meaning that Program Manager shall not aggregate different occurrences of Excusable Circumstances in a single notice but shall provide a separate notice for each separate occurrence of Excusable Circumstances. Failure by Program Manager to timely provide notice of Excusable Circumstances pursuant to this Section 6.2 shall constitute a waiver by Program Manager of the right to assert such Excusable Circumstances as an excuse for, or in defense of, Program Manager's failure to timely perform its obligation under Section 6.1, above.

6.3 ACCELERATION

6.3.1 District Direction. District shall have the right but not the obligation, exercised in its sole discretion, to direct in writing that Program Manager accelerate its performance by adding staff and/or working additional hours to overcome, in whole or in part, any Delay caused by Excusable Circumstances or otherwise for the convenience

of the District. Any services performed or costs incurred due to an acceleration by Program Manager that has not been authorized in writing by District shall be deemed performed at Program Manager's Own Expense.

6.3.2 Additional Compensation. Program Manager's right to Additional Services Compensation for an acceleration that is directed by District pursuant to Paragraph 6.3.1, above, shall be subject to the conditions of Article 4, above, applicable to Additional Services and shall be limited to the additional hours and Reimbursable Expenses actually, reasonably and necessarily expended to accelerate performance of the Services plus any additional Reimbursable Expenses directly resulting from such acceleration that would not have incurred had the acceleration not been requested by District and performed by Program Manager.

6.3.3 Program Manager Expense. Any acceleration of performance by Program Manager that is required, in whole or in part, due to a breach of this Agreement by Program Manager or a failure by Program Manager to perform this Agreement in accordance with the Performance Standard, whether or not such acceleration is directed by District or voluntarily undertaken by the Program Manager, shall be deemed performed by Program Manager at Program Manager's Own Expense.

6.3.4 Staffing Plan Adjustment. Upon receipt by Program Manager of a request by District to accelerate performance pursuant to this Section 6.3, District and Program Manager shall agree upon the number of additional personnel to be added and the duration of their Services that are necessary to accomplish the objectives of the acceleration. Upon such agreement, an adjustment shall be made to the Staffing Plans for the additional staff and/or working hours needed to accomplish the acceleration. Such additional staffing and/or working hours shall be segregated in the Staffing Plans as Additional Services (Acceleration). Under no circumstances shall adjustments in staffing pursuant the process set forth in Section 5.2, above, be interpreted as a direction by District to accelerate pursuant to this Section 6.3, it being agreed that an acceleration pursuant to this Section 6.3 shall only be considered an Additional Service if authorized in writing by the District stating that it is a **"DIRECTED ACCELERATION PURSUANT TO SECTION 6.3 OF THE PROGRAM MANAGEMENT AGREEMENT"** and only if the acceleration meets the conditions of Article 4, above, applicable to Additional Services and the conditions of this Section 6.3 applicable to Additional Services (Acceleration).

6.4 WAIVER OF DELAY DAMAGES

The Additional Services Compensation permitted by Article 4, above, for Additional Services (Acceleration) on account of an acceleration that is directed by District pursuant to Section 6.3, above, constitutes the Program Manager's sole and exclusive

remedy and compensation for Losses related to Delay, or acceleration to overcome Delay, of any kind or duration, and all other rights, claims and recovery by Program Manager related to Delay or acceleration to overcome Delay, of any kind, from any cause and for any duration, are hereby waived by Program Manager.

ARTICLE 7
PAYMENTS

7.1 INVOICES FOR PAYMENT

7.1.1 Monthly Invoices. Program Manager shall submit in triplicate a monthly Invoice for Payment to District on or before the fifteenth (15th) Day of each month beginning with the month following the Effective Date, setting forth in detail the following:

.1 Program Management Fees and Additional Services Fees, at the Agreed Hourly Rates, for Services that are Activated and performed in accordance with the District-approved Staffing Plans; and

.2 Reimbursable Expenses that are incurred and paid by Program Manager and for which Program Manager is entitled to reimbursement under the terms of this Agreement.

7.1.2 Accompanying Verification. Invoices for Payment shall be accompanied by: (1) detailed time summaries for Services performed that are broken down by time keeper, the tasks performed by the time keeper, each date that Services were performed by the time keeper and time expended by the time keeper expressed in tenths of an hour (block billings are not permitted) and copies of each time keeper's time sheets; (2) statutory conditional waivers and releases of stop payment notice rights, in the form required by California Civil Code Sections 8132 - 8138, executed by Program Manager and its Subconsultants, of every Tier, releasing all stop payment notice rights with respect to Services for which payment is sought in the Invoice for Payment; and (3) invoices, receipts and other documentation reasonably requested verifying the amounts of Reimbursable Expenses for which reimbursement is sought in the Invoice for Payment.

7.1.3 Additional District Requests. The District may request, at any time, that the Program Manager provide additional information summarizing and detailing the Basic Services Compensation and Additional Services Compensation requested by Program Manager during a period of time that does not correlate exactly to the dates of the Services performed under a single Invoice for Payment and that includes Services performed over a period of time that covers more than one Invoice for Payment. If such

request is made, Program Manager will respond by providing the information requested no later than three (3) business days after such receipt of such request.

7.2 PAYMENT BY DISTRICT

Conditioned on Program Manager accepting payment via the District's electronic payment system, payments of undisputed sums due shall be made by the District monthly within thirty (30) Days after receipt from Program Manager of a properly prepared and timely submitted Invoice for Payment. There will be no interest charged to the District for payments of undisputed sums made after thirty (30) Days and before forty-five (45) Days after receipt from Program Manager of a properly prepared and timely submitted Invoice for Payment.

7.3 WITHHOLDING OF PAYMENT

In addition to District's rights under Paragraph 2.1.12, above, the District shall have the right to withhold all or a portion of any payment to the Program Manager on any grounds authorized by this Agreement or Applicable Law. Without limitation to the foregoing, the District shall have the right, in the event that Program Manager has failed, in the reasonable opinion of District, to perform any of its obligations under this Agreement, to withhold from all or a portion of any further payment to Program Manager under this Agreement such sum as reasonably necessary to protect against current or future Loss, resulting from such failure and to retain such sum until Program Manager has: (1) rectified such failure; (2) presented to District reasonable evidence that steps have been taken to prevent the failure from recurring; and (3) reimbursed to District amounts incurred or paid by District, or reasonably likely to be incurred by District, for any Loss resulting, in whole or in part, from such failure.

7.4 PAYMENT DISPUTES

In the event of any good faith dispute between the Parties as to whether a particular payment or a portion of a particular payment is owed or not owed by District to Program Manager under this Agreement, District shall have the right to do either of the following: (1) make all or part of such disputed payment to Program Manager without prejudice to District's right to contest the amount so paid or (2) withhold all or a portion of such disputed payment. Should District withhold all or a portion of any payment invoiced by Program Manager, District shall notify Program Manager in writing of the reasons therefor. From and after Program Manager's receipt of such notice, District and Program Manager shall use their good faith efforts to resolve their dispute as quickly as practicable under the circumstances. If District has given such notice, Program Manager shall not be entitled to terminate this Agreement or suspend its services hereunder on account of such nonpayment, provided District makes payment of all

undisputed sums. Except as otherwise stated in Paragraph 2.1.12, above, if District chooses to withhold payments under Clause (2) of this Section 7.4 and if it is subsequently determined that the District's withholding was wrongful, District shall pay such withheld amount to Program Manager plus accrued interest thereon in accordance with Section 7.2, above, at the Interest Rate. If District chooses to proceed under Clause (1) of this Section 7.4 and it is subsequently determined that District overpaid Program Manager, Program Manager shall refund to District the amount of such payment plus accrued interest computed at the Interest Rate from the date of such overpayment until refunded.

ARTICLE 8
RECORDS AND FILES, AUDITS

8.1 RECORDS AND FILES

8.1.1 Books and Records. Program Manager shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the performance of the Services and charges billed to District under this Agreement. Program Manager shall maintain such records in sufficient detail to permit the College, District, District's independent auditors, or their designee, to thoroughly evaluate and verify the nature, scope, value and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Bond Program for a period of four (4) years after the later of expiration of the Term of this Agreement or final payment to Program Manager.

8.1.2 Time Records. In accordance with Section 1.23, above, Program Manager shall cause its employees and its Subconsultants' employees to maintain daily records of time spent in performing Services. Such time records shall contain sufficient detail so as to permit the District to determine on a daily basis and for each individual timekeeper the time spent, the specific task performed and (if the Services involve a particular Campus Project) the Campus Project involved. Program Manager acknowledges that maintenance of detailed time records is essential to the District's ability to fully and properly conduct an audit and evaluation of the Program Manager's performance of Services. Accordingly, it is agreed that District shall have no obligation to compensate Program Manager for time expended for which it has not complied with the foregoing reporting requirement.

8.2 AUDITS RIGHTS

8.2.1 Financial Audits. The College, District, District's independent auditors, or their designees, shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in Program Manager's performance of this Agreement, including the time spent by personnel in the performance of Services on the Bond Program. Such right to audit shall include inspection at all reasonable times at the Program Manager's offices or facilities. In addition, Program Manager shall, at Program Manager's Own Expense, furnish facilities and cooperate fully with the audit. Upon request, Program Manager shall provide reproducible copies of such books, records and other documents for reproduction by the College, District, or their designees. In the event that an audit by the District discloses that District has overpaid Program Manager or a Subconsultant, such excess shall be immediately returned to District and if not so returned may be withheld by District from future amounts claimed due.

8.2.2 Cost Reimbursement. To the extent that an audit by the College, District, District's independent auditors, or their designees discloses charges inaccurately or improperly charged by the Program Manager, Program Manager agrees to remit the amount of the overpayment to the District upon demand. If such audit discloses an overcharge of five percent (5%) or more of the total amount invoiced to District for any year audited, Program Manager shall pay the actual cost of such audit, which cost, in the case of audits conducted by College or District using in-house staff, shall be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report. Should such audit disclose an underpayment to Program Manager, District shall promptly remit the amount of the underpayment to Program Manager upon receipt of a corrected Invoice for Payment from Program Manager.

8.2.3 Cooperation. Program Manager shall, at Program Manager's Own Expense, cooperate fully with the District, the Colleges, the District's independent accountants, auditors and attorneys, and the designees of each of them, in the performance of any and all audits, of any kind (including both performance, financial and other types of audits) and whether those audits are performed by auditors retained for or by the Bond Program or are retained external to the Bond Program, including, without limitation, providing access to all documents (paper and electronic) that may be requested in the course of performing such audits and access to personnel for the purpose of conducting interviews or carrying out audit investigations.

8.3 PRIVILEGED COMMUNICATIONS

Program Manager acknowledges that in the course of its performance of this Agreement it may be necessary for Program Manager to communicate with the District's attorneys, including Office of the General Counsel and/or special legal counsels, or receive from or perform work at the request of District's counsel, and that such work product and communications shall be protected by the attorney-client and attorney work product privileges and shall be maintained in confidence by Program Manager except as authorized in writing by the Office of General Counsel, or its designee. Nothing herein shall be interpreted as creating any attorney/client relationship between Program Manager and any of District's legal counsel.

ARTICLE 9
TERMINATION OF AGREEMENT

9.1 TERMINATION BY DISTRICT

9.1.1 For Cause. If District determines that Program Manager has failed to perform in accordance with the terms and conditions of this Agreement, District may terminate all or any portion of this Agreement for cause. This termination shall be effective as follows: (1) if Program Manager does not cure its failure to perform within five (5) Days after receipt of a notice of intent to terminate from District specifying the failure in performance; (2) if the failure to perform cannot, by its nature, be cured within five (5) Days, Program Manager does not commence a cure within five (5) Days after receipt of the notice provided for in Clause (1); or (3) Program Manager commences cure within such time but thereafter fails, in the sole judgment of District, to diligently prosecute such cure to completion. Nothing herein shall be interpreted as limiting District's right to terminate for default without opportunity to cure if such default is by its nature not curable or if cure would be impractical. If a termination for cause does occur, the amount payable to Program Manager shall be calculated in the manner provided for and subject to the limitations set forth in Paragraph 9.1.2, below; provided, however, that District will have the right to withhold all monies otherwise payable to Program Manager until all Losses to District have been fully ascertained. Without limitation to District's other rights under this Agreement, if District incurs Losses associated with a termination of this Agreement pursuant to this Paragraph 9.1.1, these Losses shall be deducted from the amounts withheld. If the Losses incurred by District exceed the amounts withheld, Program Manager shall pay to District the difference. The provisions of this Paragraph 9.1.1 are in addition to, and not a limitation upon, any other rights and remedies of District under Applicable Laws.

9.1.2 For Convenience. District may terminate or suspend performance of this Agreement, or any portion of this Agreement, for convenience and without cause at

any time upon thirty (30) Days' written notice to Program Manager, in which case and subject to the District's right of withholding under Section 7.3, above, District will pay Program Manager all Basic Services Compensation and Additional Services Compensation then due based upon Program Management Fees earned at the Agreed Hourly Rates and Reimbursable Expenses incurred, up to and including the date of termination and not beyond. Such payment shall be Program Manager's sole and exclusive compensation and District shall have no liability to Program Manager for any other compensation or Losses, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind. District's right of termination shall include, without limitation, the right at any time and its sole discretion to delete any Services (whether or not a portion of such Services has been commenced or partially performed at the time of such termination) from the scope of Services to be performed by Program Manager and in such event the Staffing Plans and the Maximum Compensation Limitations shall be equitably reduced to reflect the elimination of such deleted Services from the scope of Services to be performed by Program Manager.

9.2 TERMINATION BY PROGRAM MANAGER

9.2.1 Termination of the Agreement. Program Manager may terminate this Agreement on the following grounds only:

.1 if District fails to make any undisputed payment to Program Manager when due in accordance with this Agreement and such failure remains uncured for thirty (30) Days after receipt by District of written notice to District of such default and of Program Manager's intent to terminate; or

.2 if there is a period during which District has directed that no Services are to be performed under this Agreement for more than one hundred and eighty (180) consecutive Days, in which event the Program Manager may terminate this Agreement upon thirty (30) Days' notice to District, provided District does not reactivate performance by Program Manager within such thirty (30) Day period and provided further that if the Program Manager's performance is so reactivated, Program Manager shall be reimbursed the reasonable out-of-pocket expenses incurred by Program Manager which are directly attributable to the interruption and resumption of Services.

9.2.2 Payment for Services. In the event of a termination of this Agreement by Program Manager that is adjudged to have been in accordance with this Section 9.2, District shall pay Program Manager the Services Compensation and Additional Services Compensation earned and due as of the date of termination according to the calculations set forth in, and subject to the limitations of, Paragraph 9.1.2, above. Such payment shall be Program Manager's sole and exclusive compensation and District shall have no further liability or obligation to Program Manager for any other

compensation or Losses, including, without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

ARTICLE 10
INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION BY PROGRAM MANAGER

10.1.1 Indemnification of District. To the fullest extent permitted by Applicable Law, Program Manager agrees to defend, indemnify and hold harmless, the Colleges, District, the Board of Trustees, and each of their respective members, directors, officers, employees, agents, students and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to the District, from any and all Losses, including but not limited to Losses claimed by third parties, to the extent that such Losses arise out of or relate to (1) any act or omission constituting ordinary, professional or gross negligence, breach of the terms or conditions of this Agreement, violation of an Applicable Law or intentional misconduct, on the part of the Program Manager or its Subconsultants, or their respective employees, agents, representatives or independent contractors; (2) a breach by the Program Manager of the terms and conditions of its agreements with its Subconsultants, except and only to the extent such breach is the result of the District's breach of this Agreement; or (3) acts or omission of Program Manager resulting in an infringement of an Intellectual Property Right or unauthorized disclosure, exposure, transfer or loss of District Data or Confidential Information or other breach of the cyber security requirements of District, this Agreement or any cyber security procedures instituted by Program Manager pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating the Program Manager to indemnify and hold harmless any Indemnitee against the Indemnitee's active negligence or willful misconduct, provided that such negligence or willful misconduct has been determined by agreement of the Program Manager and the Indemnitee or has been adjudged by the findings of a court of competent jurisdiction or arbitrator pursuant to a final and binding arbitration award. In instances where an Indemnitee's active negligence accounts for only a percentage of the Loss involved, the obligation of the Program Manager will be for that portion of the Loss not due to the active negligence of that Indemnitee.

10.1.2 Subconsultant Indemnity Agreements. The Program Manager agrees to obtain or cause to be obtained executed defense and indemnity agreements from Subconsultants, of every Tier, with provisions obligating the Subconsultant to defend,

indemnify and hold harmless the Indemnitees to the same extent as set forth in this Section 10.1. In the event the Program Manager fails to do so, the Program Manager agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section 10.1.

10.1.3 No Limitation by Insurance. In claims against any Indemnitee under Paragraphs 10.1.1 or 10.1.2, above, by an employee of Program Manager or any Subconsultant, of any Tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under said Paragraphs shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

10.1.4 Severability. Should any part, term, portion or provision of this Section 10.1, or the application thereof to any Party or circumstance, be adjudged to be prohibited by law, illegal, invalid, or in conflict with any applicable law and as a result thereof rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other Party or circumstance, shall be deemed severable and its remaining parts, terms, portions or provisions shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

10.1.5 Survival. The provisions of this Section 10.1 shall survive and remain in full force and effect after expiration of the Term of this Agreement.

10.2 INSURANCE

10.2.1 Basic Insurance Requirements. Program Manager and each of its Subconsultants shall procure and maintain, at Program Manager's Own Expense and for the duration of Program Manager's performance of this Agreement, or any portion hereof, insurance coverages in accordance with the requirements of this Section 10.2 insuring against, without limitation, claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Program Manager, the Subconsultants or the agents, representatives, or employees of any of them. Without in any way affecting the indemnity provided in or by Section 10.1, above, Program Manager shall secure before commencement of Services and throughout the time of performance of this Agreement the types and amounts of insurance specified in this Section 10.2. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI unless otherwise approved by District. Each insurance required by this Section 10.2 shall be endorsed to state that coverage shall not be canceled except after thirty (30) Days' prior written notice by certified mail, return receipt requested, has been given to District in accordance with the notice provisions of this Agreement.

10.2.2 Minimum Limits of Insurance. Program Manager and each of its Subconsultants shall obtain insurance of the types and in the amounts described below:

.1 Commercial General Liability Insurance (CGL) with a limit of not less than $5,000,000 each occurrence/$5,000,000 in the annual aggregate.

.2 Business Automobile Liability Insurance with a limit of not less than $2,000,000 each accident.

.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than $5,000,000 per claim and annual aggregate.

.4 Workers' Compensation Insurance as required by the State of California with a limit of not less than $1,000,000.

.5 Employer's Liability Insurance for bodily injury or disease in the amount of $1,000,000 each injury, disease and policy total.

.6 Cyber Liability insurance shall be five million $5,000,000 dollars per occurrence and in the aggregate.

10.2.3 Minimum Scope of Insurance.

.1 CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

.2 Business Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 00 01, or a substitute form providing coverage at least as broad.

.3 If the Professional Liability Insurance policy is written on a claims-made basis, it shall be maintained continuously for a period of no less than four (4) years after expiration of the Term of this Agreement. The "retro date" must be shown and must be no later than the Effective Date.

.4 Cyber liability insurance policies covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance

of this Agreement and all costs and damages Program Manager is obligated to pay District or any third party, which are associated with any Data Security Breach, regardless of cause (including, without limitation, the negligence or gross negligence of Program Manager or its Subconsultants or the unlawful acts or omissions of any third party). Costs to be covered by this insurance policy shall include, without limitation, the following: (1) costs to notify individuals whose data was lost or compromised; (2) costs associated with third party claims arising from the data security breach or loss of data, including litigation costs or settlement costs; and (3) costs of investigation, enforcement or similar miscellaneous costs. For the purposes of this Subparagraph 10.2.3.4, "Data Security Breach" means: (a) the failure by Program Manager to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Program Manager of District Data in any format or third party corporate information in any format specifically identified as confidential and protected under a confidentiality or similar contract; (b) any loss or corruption of, or damage to, District Data resulting from the acts or omissions of Program Manager or any of its Subconsultants; (c) an intentional or unintentional violation of Program Manager's privacy or cyber security policy or misappropriation that results in the violation of any Applicable Law governing data privacy; or (d) any other act or omission by Program Manager that results in, or is reasonably likely to result in, the unauthorized disclosure of District Data.

10.2.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of $100,000.00 must be declared to and approved by District. At the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its trustees, officers, officials, employees or volunteers; or (2) Program Manager shall provide a financial guarantee satisfactory to District guaranteeing payment of Losses and related investigation, claim administration and defense expenses.

10.2.5 Other Insurance Provisions. The Commercial General Liability, Business Automobile Liability and Cyber Security policies required by this Agreement are to contain, or be endorsed to contain, the following provisions:

.1 District, its trustees, officers, officials, employees, and volunteers and all other Indemnitees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the insured, and with respect to liability arising out of services or operations performed by or on behalf of Program Manager. Such additional insureds shall not, by reason of their inclusion as additional insured, become liable for any payment of premiums to carriers for such coverage.

.2 For any claims related to this Project, insurance coverage shall be primary as respects the additional insureds listed in Subparagraph 10.2.5.1, above. Any insurance or self-insurance maintained by such additional insureds shall be in excess of insurance required by this Agreement and shall not contribute with it.

.3 Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782 (b).

10.2.6 Waiver of Subrogation. For Commercial General Liability, Workers' Compensation, Employer's Liability insurance, and Cyber Security Insurance, the Program Manager shall obtain a waiver of all rights of subrogation against the additional insureds listed in Subparagraph 10.2.5.1, above, arising from activities and operations of insured in the performance of Services under this Agreement.

10.2.7 Lapse in Coverage. If Program Manager or any Subconsultant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain Losses from Program Manager resulting from said breach. Alternatively, District may purchase such coverage (but has no obligation to do so), and without further notice to Program Manager, District may deduct from sums due to Program Manager under this Agreement any premium costs advanced by District for such insurance.

10.2.8 Verification of Insurance. Program Manager shall furnish District with original certificates and amendatory endorsements effecting coverage required by this Section 10.2. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on the District's forms or other forms satisfactory to District. All certificates and endorsements are to be received and approved by District before any Services under this Agreement are commenced. District reserves the right to review complete, original or certified copies of all required insurance policies at any time, including endorsements effecting the coverage required by this Agreement. District shall have the right to retain a copy of such policy provided that, if requested by Program Manager in writing, reasonable steps will be taken by District to restrict review of such policies to representatives of District and Colleges. In addition, if such policy has been conspicuously marked by Program Manager with the statement "CONFIDENTIAL CORPORATE PROPRIETARY INFORMATION PROTECTED BY GOVERNMENT CODE SECTION 6254.15" then District shall not disclose such policy pursuant to any request for inspection made under the applicable provision of any Applicable Law requiring disclosure of public records without first notifying Program Manager of such

request and affording Program Manager the opportunity to seek court intervention to enjoin such disclosure and further in the event legal action is brought against District relating to the nondisclosure of such policy Program Manager shall immediately defend, indemnify and hold harmless District and the other Indemnitees in accordance with Section 10.1, above, against such action and any Loss related thereto, including, without limitation, any attorney's fees and court costs either incurred by the District or for which the District may be liable to any third party.

10.2.9 No Limiting Requirements. None of the policies required to be provided by Program Manager shall be considered to be in compliance with this Section 10.2 if they include any limiting endorsement that has not been first submitted to the District and approved by District in writing. Requirements of specific coverage features or limits required by this Section 10.2 are not intended as limitations or as waivers of the right of District to require any coverage normally provided by insurance. All insurance coverage and limits available or applicable to this Agreement are intended to apply to the full extent of the policies.

10.2.10 Subconsultants. Program Manager shall include all Subconsultants as insureds under its policies or shall obtain separate certificates and endorsements for each Subconsultant. All coverages for Subconsultants shall be subject to all of the requirements stated herein; provided, however, that coverage amounts required herein for Subconsultants, where the Subconsultant is solely owned and operated by a single individual or where the Subconsultant is a small firm, shall be subject to reduction where appropriate and agreed to between the District and Program Manager, such agreement not to be unreasonable withheld by either District or Program Manager.

ARTICLE 11
DISPUTE RESOLUTION

The Parties agree that if a Claim arises between the Parties, or is asserted by a Party against the other Party, related to the performance, nonperformance, interpretation, enforcement or rescission of this Agreement, that the Party asserting the existence of the Claim shall provide written notice of such Claim to the other Party. Such written notice shall include on its first page the following words in at least 16 point capital font: "THIS IS A CLAIM" and shall include copies, or identifying descriptions (including title, date, author or signer and number of pages), of the documents necessary to substantiate the Party's contentions relating to the Claim. Thereafter, the Parties shall attempt to meet in good faith and negotiate a resolution of such Claim. All such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119, 1120 and 1152. If the Claim cannot be resolved by such negotiations, then, prior to either Party commencing litigation the Parties shall submit the Claim to

non-binding mediation. The Parties, along with any third parties who have agreed with either Party to participate and who have been requested by either Party to participate ("Third Party Participants") in the mediation, shall mutually select a mediator. If they cannot do so, a Party may request that a mediator be appointed by a court of competent jurisdiction. The costs of the mediation shall be shared equally by the each of the Parties and Third Party Participants. All applicable statutes of limitation and defenses based upon the passage of time that apply to any rights, claims, or actions between or among the Parties and any of the Third Party Participants to the mediation (including, without limitation, the period of time within which a claim against the District must be filed pursuant to California Government Code Sections 900 et seq.) shall be tolled from the date the Claim is first asserted in writing and until the mediation ends without a complete resolution of all Claims between the Parties. The Parties and Third Party Participants shall take such action, if any, required to effectuate such tolling. California Evidence Code Sections 1119, 1120 and 1152 shall apply to the mediation. If a Party or Third Party Participant fails to cooperate to commence and/or participate in the mediation session, then, notwithstanding the foregoing, the other Party shall be free to initiate litigation, even if no mediation session has taken place. If notwithstanding participation in one or more mediation sessions any Claim is not fully resolved, then either Party shall be free to initiate litigation. Notwithstanding the foregoing, any Claim that is submitted by the Program Manager against the District must comply with the claims procedures set forth in California Government Code Sections 900 et seq. prior to the filing of any litigation against the District. If no such Government Code claim is submitted, no action against the District may be filed. If either Party shall bring any action or proceeding against the other Party arising from or relating to this Agreement or alleging any other form of legal liability of either Party to the other Party, each Party shall bear its own attorney's fees and costs, regardless of which Party prevails.

ARTICLE 12
NON-DISCRIMINATION

12.1 NON-DISCRIMINATION IN SERVICES

12.1.1 Program Manager shall not discriminate in the provision of Services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of Applicable Laws. For the purpose of this Section 12.1, discrimination in the provision of services may include, but is not limited to the following:

.1 Denying any person any service or benefit or the availability of a facility.

.2 Providing any service or benefit to any person that is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.

.3 Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service.

.4 Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

.5 Treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

12.1.2 Program Manager shall determine that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

12.1.3 Program Manager shall establish and maintain written procedures under which any person, applying for or receiving Services hereunder, may seek resolution from Program Manager of a complaint with respect to any alleged discrimination in the provisions of Services by Program Manager's personnel. At any time any person applies for Services under this Agreement, he or she shall be advised by Program Manager of these procedures. A copy of such procedures shall be posted by Program Manager in a conspicuous place, available and open to the public, in each of Program Manager's facilities where Services are provided hereunder.

12.2 NON-DISCRIMINATION IN EMPLOYMENT

12.2.1 Program Manager will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with requirements of Applicable Laws. Program Manager shall determine that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

.1 Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

.2 Selection for training, including apprenticeship.

12.2.2 Program Manager agrees to post in conspicuous places in each of Program Manager's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 12.2.

12.2.3 Program Manager shall, in all solicitations or advertisements for employees placed by or on behalf of Program Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

12.2.4 Program Manager shall send to each labor union or representative co-workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Program Manager's commitments under this Section 12.2.

12.2.5 Program Manager certifies and agrees that it will deal with its Subconsultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of Applicable Laws.

12.2.6 In accordance with Applicable Laws, Program Manager shall allow duly authorized representatives of the county, state, and federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 12.2. Program Manager shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 12.2.

12.2.7 If the District finds that any of the provisions of this Section 12.2 have been violated, such violation shall constitute a material breach of this Agreement upon which District may cancel, terminate or suspend this Agreement. While District reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Program Manager has violated state or federal anti-discrimination laws shall constitute a finding by District that Program Manager has violated the provisions of this Section 12.2.

12.2.8 Program Manager hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by

applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Program Manager receiving Federal Financial Assistance.

ARTICLE 13
NOTICES

13.1 DELIVERY

13.1.1 All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received in any of the following ways:

.1 on the date delivered if delivered personally;

.2 on the third (3rd) business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;

.3 on the date sent if sent by facsimile transmission; and

.4 on the date it is accepted or rejected if sent by certified mail.

13.2 ADDRESSES

All notices, demands or requests shall include the date of this Agreement (and the number assigned to this Agreement, if any) and be addressed to the parties as follows:

Notices to District:

Los Angeles Community College District
770 Wilshire Boulevard
6th Floor
Los Angeles, CA 90017
Attention: Chief Facilities Executive,
Facilities Planning & Development

Notices to Program Manager:

_____
_____

_____
_____

In addition, copies of all notices of default, termination or cyber security breach served under this Agreement must, in order to be effective, be provided as follows:

Notices to District:

General Counsel
Los Angeles Community College District
Office of General Counsel
770 Wilshire Boulevard
8th Floor
Los Angeles, CA 90017

Notices to Program Manager:

_____
_____
_____
_____

ARTICLE 14
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. The Superior Court for the County of Los Angeles shall have exclusive jurisdiction over any litigation arising out of or relating to this Agreement.

ARTICLE 15
NUISANCE

Program Manager shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Services under this Agreement.

ARTICLE 16
HAZARDOUS SUBSTANCES

If Program Manager becomes aware that a Hazardous Substance is located on a College campus that has not been previously identified as requiring remediation or other action, then the Program Manager shall immediately notify the representative of the

District to receive information on such matters. The Program Manager will document any actions taken in accordance with the requirements of the Program Documents.

ARTICLE 17
FEDERAL GRANTS

In the event of a federal grant or other federal financing participation in the funding of the Program or a Campus Project, Program Manager shall permit access to and grant the right to examine its books covering its Services performed and Reimbursable Expenses incurred under this Agreement. Program Manager shall comply with all applicable federal agency requirements including those pertaining to work hours, overtime compensation, non-discrimination, contingent fees, etc.

ARTICLE 18
WAIVER

Provisions of this Agreement may be waived by District only in writing signed by the Chief Facilities Executive stating expressly that it is intended as a waiver of specified provisions of the Agreement. A waiver by either Party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

ARTICLE 19
NO THIRD PARTY RIGHTS

Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third party beneficiary of any right created by this Agreement or by operation of Applicable Law.

ARTICLE 20
EXTENT OF AGREEMENT

This Agreement represents the entire agreement with District and Program Manager for furnishing of program management services from and after the Effective Date and to that extent supersedes all prior negotiations, representations or agreements, either written or oral, and including, without limitation, any interim agreement(s) or other arrangements contractual or otherwise, between District and Program Manager. Except as otherwise expressly stated in this Agreement, this Agreement may be amended only by written instrument signed by both District and Program Manager, and formally approved or ratified by the Board of Trustees.

ARTICLE 21
SEVERABILITY

Should any part, term, portion or provision of this Agreement, or the application thereof to any Party or circumstance, be held to be illegal, invalid or in conflict with any Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other Party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

ARTICLE 22
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon District and Program Manager and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any Claim hereunder, may be assigned by Program Manager without the prior written consent and approval of District, which may be granted or withheld in District's sole discretion.

ARTICLE 23
CONFIDENTIALITY

Subject to any Applicable Laws requiring disclosure, Program Manager shall, both during and after expiration of the Term and in perpetuity, treat all Confidential Information and District Data as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with Program Manager's performance of this Agreement or any governmental filings or applications or as otherwise required by Applicable Laws. Program Manager shall instruct its employees, agents and Subconsultants on the confidentiality requirements of this Agreement and take reasonable steps to ensure that Confidential Information and District Data is not disclosed or distributed by them in violation of this Agreement. Program Manager's obligations of confidentiality shall not apply to: (1) information which was in or subsequently enters the public domain through no action or inaction of Program Manager or its Subconsultants or (2) information proprietary to the Program Manager that was in the possession of Program Manager prior to its commencing performing Services for District under this Agreement or any other prior agreement with District for the performance of professional services for the District's Bond Program. Program Manager shall not engage in or permit any public references or statements to the Bond Program, Colleges, District or Program Manager's services hereunder, including, without limitation, referring to the same in advertising or promotional brochures or materials or granting interviews to broadcast, print or other media, without the prior written consent of District, which may be granted or withheld in the sole

discretion of the District. Notwithstanding the foregoing, Program Manager may list this Agreement and its services for the Bond Program in its responses to future requests for qualifications or requests for proposals without obtaining the consent of District. Program Manager shall instruct all of its employees of this obligation and shall be responsible for their full compliance with this Article 23.

ARTICLE 24
INDEPENDENT CONTRACTOR

Program Manager is and shall at all times remain as to the District a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Program Manager or any of Program Manager's officers, agents or employees, except as herein set forth. Program Manager shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the District.

ARTICLE 25
FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS

In the performance of this Agreement, Program Manager shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e - 217), whichever is more restrictive.

ARTICLE 26
PERMITS AND LICENSES

Program Manager, at its sole expense, shall obtain and maintain during the Term of this Agreement, all required business and professional permits, licenses and certificates that are required by Applicable Laws for its performance of this Agreement.

ARTICLE 27
CONFLICTS OF INTEREST, ETHICS POLICY

Program Manager agrees not to accept any employment or representation during the Term of this Agreement which is or may likely make Program Manager "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by a College or District on any matter in connection with which Program Manager has been retained pursuant to this Agreement.

ARTICLE 28
WAIVER OF CONSEQUENTIAL DAMAGES

Program Manager and District waive all rights and claims against each other for consequential damages arising out of or relating to the performance or nonperformance of any obligation under this Agreement. This mutual waiver includes damages incurred by either the District or the Program Manager for loss of use, loss of profit or income, interest (except as permitted by Section 7.4, above), loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all such consequential damages due to termination or suspension by the Program Manager or District. Notwithstanding the foregoing, nothing contained in this Article 28 shall be deemed to be a waiver of or limitation on: (1) the District's right to withhold Milestone Retention pursuant to Paragraph 2.1.12, above, (2) the District's rights to recovery of Losses (including, without limitation, any direct, indirect or consequential Loss) that involve or arise out of personal injury, death or damage to physical or tangible property of the District or of any other person or entity to whom the District is or may be liable; (3) District's or Program Manager's rights of recovery for Loss due to willful misconduct or gross negligence; (4) District's or Program Manager's rights of recovery under any policy of insurance; or (5) District's express or implied rights of indemnification, including, without limitation, the District's rights under Section 10.1, above.

ARTICLE 29
SURVIVAL

All provisions of this Agreement that either expressly, or by their nature, require performance or assumption by the Program Manager of an obligation that extends beyond termination or full performance of this Agreement, including, without limitation, the Program Manager's obligations of, or relating to, waiver of consequential damages, indemnification, insurance, confidentiality, advertising, ownership of documents, audit, records retention, and warranties, shall be deemed to survive either termination or complete performance of this Agreement.

ARTICLE 30
EXHIBITS

The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A"	-	Agreed Hourly Rates
Exhibit "B"	-	Key Personnel List and Job Descriptions
Exhibit "C"	-	Staffing Plans

Exhibit "D"	-	Basic Services Description
Exhibit "E"	-	Reimbursable Expenses List
Exhibit "F"	-	Background Check Certifications
Exhibit "G"	-	Internship Conditions

In the event of an irreconcilable conflict between or among the foregoing terms of this Agreement and the exhibits attached hereto, the former shall govern.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the dates shown below

"PROGRAM MANAGER"

_____,
a _____

By:_____
Name_____

Date: _____, 20__

"DISTRICT"

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By:_____
Name_____

Date: _____, 20__

EXHIBIT "A"

AGREED HOURLY RATES

A. Key Personnel:

	Job Title	Hourly Rate
1.	Program Director	$275
2.	Deputy Program Director	$250
3.	BOT Communications Director	$240
4.	Director of Construction	$235
5.	Director of Design	$235
6.	Internal Auditor Liaison	$225
7.	Regional Program Manager (Region 1)	$222
8.	Regional Program Manager (Region 2)	$222
9.	Regional Program Manager (Region 3)	$222
10.	Regional Manager DPs (District Wide)	$222
11.	Regional Design Manager (Region 1)	$222
12.	Regional Design Manager (Region 2)	$222
13.	Regional Design Manager (Region 3)	$222
14.	Finance & Accounting Manager	$205
15.	Program Controls Manager	$205
16.	Bond Compliance Manager	$205
17.	Contract Procurement Manager	$205
18.	IT Manager	$172
19.	Risk/Disputes Resolution Manager	$205
20.	QA/QC Manager	$187
21.	Sustainability Manager	$205
22.	Community Economic Development Manager	$205
23.	Health & Safety Manager	$154

B. Other Personnel:

	Job Title	Hourly Rate
1.	Project Accountant I	$70

2.	Project Accountant II	$78
3.	Project Accountant III	$83
4.	Project Accountant IV	$88
5.	Senior Staff Accountant	$115
6.	Project Accounting Lead	$138
7.	Business Analyst I	$90
8.	Business Analyst II	$120
9.	Business Analyst III	$132
10.	Business Analyst IV	$145
11.	Business Analyst V	$152
12.	Architect I	$90
13.	Architect II	$124
14.	Architect III	$133
15.	Architect IV	$149
16.	Architect V	$163
17.	Designer I	$58
18.	Designer II	$73
19.	Designer III	$110
20.	Designer IV	$132
21.	Designer V	$142
22.	Program Design Manager	$200
23.	Energy Specialist	$170
24.	BIM GIS Coordinator I	$53
25.	BIM GIS Coordinator II	$79
26.	BIM GIS Coordinator III	$105
27.	BIM GIS Coordinator IV	$123
28.	BIM GIS Coordinator V	$133
29.	BIM GIS Lead	$169
30.	Asset/Move Coordinator I	$95
31.	Asset/Move Coordinator II	$115
32.	Asset/Move Project Manager I	$126
33.	Asset/Move Project Manager II	$142
34.	Asset/Move Project Manager III	$158
35.	Asset/Move Project Manager IV	$185
36.	Asset/Move Department Lead	$190
37.	Engineer I (MEP/Structural)	$95
38.	Engineer II (MEP/Structural)	$115
39.	Engineer III (MEP/Structural)	$137
40.	Engineer IV (MEP/Structural)	$147

41.	Engineer V (MEP/Structural)	$158
42.	Programmer/Analyst I	$110
43.	Programmer/Analyst II	$126
44.	Programmer/Analyst III	$142
45.	Computer Specialist I	$84
46.	Computer Specialist II	$100
47.	Computer Specialist III	$115
48.	Database Administrator I	$100
49.	Database Administrator II	$121
50.	Database Administrator III	$139
51.	Systems Engineer I	$90
52.	Systems Engineer II	$105
53.	Systems Engineer III	$121
54.	IT Analyst I	$84
55.	IT Analyst II	$100
56.	IT Coordinator	$121
57.	IT Program Manager I	$158
58.	IT Support Lead	$152
59.	Construction Manager I	$120
60	Construction Manager II	$135
61.	Construction Manager III	$155
62.	Construction Manager IV	$165
63.	Construction Manager V	$180
64.	Project Manager I	$158
65.	Project Manager II	$168
66.	Project Manager III	$184
67.	Project Manager IV	$200
68.	Project Manager V	$222
69.	Program Manager I	$158
70.	Program Manager II	$168
71.	Program Manager III	$184
72.	Program Manager IV	$200
73.	Program Manager V	$222
74.	Design Manager I	$158
75.	Design Manager II	$168
76.	Design Manager III	$184
77.	Design Compliance Manager	$205
78.	Project Engineer I	$92
79.	Project Engineer II	$108

80.	Project Engineer III	$130
81.	Project Engineer IV	$138
82.	Program Engineer I	$92
83.	Program Engineer II	$108
84.	Program Engineer III	$130
85.	Program Engineer IV	$138
86.	Estimator I	$110
87.	Estimator II	$132
88.	Estimator III	$153
89.	Estimator IV	$173
90.	Estimator V	$195
91.	Project Coordinator I	$68
92.	Project Coordinator II	$83
93.	Project Coordinator III	$100
94.	Project Coordinator IV	$129
95.	Project Coordinator V	$140
96.	Safety Coordinator	$90
97.	Scheduler I	$115
98.	Scheduler II	$137
99.	Scheduler III	$152
100.	Scheduler IV	$168
101.	Scheduler V	$173
102.	Scheduler Lead	$178
103.	Project Controls Specialist I	$84
104.	Project Controls Specialist II	$105
105.	Project Controls Specialist III	$126
106.	Project Controls Specialist IV	$137
107.	Project Controls Specialist V	$152
108.	Project Controls Specialist VI	$173
109.	Program Control Technical Specialist	$190
110.	Quality Assurance Specialist I	$63
111.	Quality Assurance Specialist II	$84
112.	Quality Assurance Specialist III	$115
113.	Quality Assurance Specialist IV	$132
114.	Quality Assurance Specialist V	$148
115.	Office Manager	$90
116.	Administrative Assistant I	$58
117.	Administrative Assistant II	$68
118.	Administrative Assistant III	$79

119.	Administrative Assistant IV	$92
120.	Administrative Support I	$68
121.	Administrative Support II	$79
122.	Administrative Support III	$92
123.	Administrative Support IV	$108
124.	Contract Administrator I	$82
125.	Contract Administrator II	$97
126.	Contract Administrator III	$121
127.	Contract Administrator IV	$135
128.	Contract Administrator V	$147
129.	Contract Administrator VI	$163
130.	Contracts Lead	$175
131.	Legal & Claims	$155
132.	Risk Manager	$170
133.	Document Control Coordinator I	$68
134.	Document Control Coordinator II	$79
135.	Document Control Coordinator III	$92
136.	Document Control Coordinator IV	$98
137.	Document Control Manager	$112
138.	Resource Manager	$131
139.	Office Engineer I	$42
140.	Office Engineer II	$53
141.	Communications Specialist I	$68
142.	Communications Specialist II	$95
143.	Communications Specialist III	$146
144.	Communications Specialist IV	$168
145.	Communications Specialist V	$184

EXHIBIT "B"

KEY PERSONNEL LIST AND JOB DESCRIPTIONS

	Job Title	Individual's Name
1.	Program Director	
2.	Deputy Program Director	
3.	BOT Communications Director	
4.	Director of Construction	
5.	Director of Design	
6.	Internal Auditor Liaison	
7.	Regional Program Manager (Region 1)	
8.	Regional Program Manager (Region 2)	
9.	Regional Program Manager (Region 3)	
10.	Regional Program Manager (District Wide)	
11.	Regional Design Manager (Region 1)	
12.	Regional Design Manager (Region 2)	
13.	Regional Design Manager (Region 3)	
14.	Finance & Accounting Manager	
15.	Program Controls Manager	
16.	Bond Compliance Manager	
17.	Contract Procurement Manager	
18.	IT Manager	
19.	Risk/Disputes Resolution Manager	
20.	QA/QC Manager	
21.	Sustainability Manager	
22.	Community Economic Development Manager	
23.	Health & Safety Manager	

Without limitation to the scope of Basic Services set forth elsewhere in this Agreement or its exhibits, the Program Manager's Key Personnel shall perform the following functions as Basic Services:

.1 **Program Director:** The Program Director is the Program Manager's functional lead, responsible for directing and managing all aspects of the Bond Program. The Program Director shall report to the District's Chief Facilities Executive.

.2 **Deputy Program Director:** The Deputy Program Manager assists the Program Director with the day-to-day operations of the Bond Program and serve as the acting Program Director in the Program Director's absence.

.3 **BOT Communications Director:** The BOT Communications Director (a) manages and conducts quality checks all written communications between the Program Management Office and the Board of Trustees, (b) schedules briefings, reports and submittals of studies, (c) responds to requests for information and (d) maintains an historical database of all communications and meeting minutes.

.4 **Director of Construction**: The Director of Construction (a) manages the activities of regional program management teams, (b) oversees and monitors all active construction projects on behalf of the Program Manager, (c) participates in Campus Project design reviews prior to competitive bidding, (d) oversees and monitors contractor negotiations and award processes, (e) prepares and organizes District-focused trainings for project and construction managers, (f) implements common construction management practices consistent with the Standard Operating Procedures, (g) monitors the activities of the College Project Leadership Teams (CPLT) and other members of the College Project Teams (CPT), (h) monitors construction progress and contractor performance, (i) coordinates construction management with program controls, risk, quality control and assurance, safety, whole building commissioning and inspection, (j) oversees change order and project closeout processes (including but not limited, to DSA certification) and (k) conducts site visits on a regular basis to validate work in place.

.5 **Director of Design:** The Director of Design (a) establishes guidelines, standards, design tools, processes, and procedures for the preparation, coordination, review, and approval of all Campus Projects, (b) enforces District-wide and DSA design standards, (c) coordinates interfacing between College infrastructure committees and those conducting various review efforts (including constructability, value engineering, LEED, and DSA reviews), (d) oversees application of BIM modeling, (e) oversees and interfaces with construction estimating consultants, (f) oversees the project design consultant solicitation process, (g) oversees the project competitive bidding, competitive negotiation and award process, and (h) negotiates contracts.

.6 **Internal Auditor Liaison:** The Internal Auditor Liaison (a) plans, organizes, coordinates, directs, and conducts complex internal operational, compliance, financial, performance audits and investigations involving Build-LACCD program operations, (b) performs vulnerability assessments, internal controls, inspections, and operations at various College campus locations, satellites and Program Management Office (PMO) main office, (c) coordinates with third party PMO internal audit firm and

liaise to any/all audit functions the Bond Program utilizes, (d) gathers and comprehensively investigates and audits, if requested, other aspects or information about the PMO, CPT and other various Bond Program locations and operations at the discretion and direction of District staff and Program Director, (e) evaluates District operations in terms of their adherence to prescribed policies and applicable laws and regulations, operational efficiency, economical use of property and personnel, effective control over expenditures, receipts, revenues and assets, proper accounting for financial transactions, production and reporting of accurate, reliable, timely, and useful financial data, (f) examines records to determine the accuracy of presentation of facts, propriety and legality of transactions, and compliance with established policies and procedures, (g) performs special investigations at locations throughout the Build-LACCD program to resolve discrepancies discovered by audits, (h) participates in investigations involving fraudulent activities, fraud control, vulnerability assessments, internal controls, inspections, and operational surveys and reports on findings and (i) communicates audit related issues, including audit status, findings, conclusions, and significant problems to District Management Staff, Chief Facilities Executive and/or Build-LACCD Program Director as the audit field work progresses.

.7 **Regional Program Managers (3):** The Regional Program Managers (which shall include three regional managers each assigned to a region as defined in the SOP) (a) participate in Campus Project design reviews, (b) oversee contract competitive bid, competitive negotiation, and award processes, (c) prepare and organize training, (d) implement standardized common construction management practices, (e) monitor the activities of the CPTs, construction progress, design process, and contractor performance, (f) coordinate construction management with program controls, risk, quality, health, and safety field inspection functions and (g) oversee all change orders, task orders, field orders, white papers, reporting, commissioning, closeout and similar or related processes.

.8 **Regional Program Manager (District Wide):** With respect to District projects that are not assigned to a specific region that is under the review responsibility of a Regional Program Manager, the Regional Program Manager (District Wide) (a) participates in Campus Project design reviews, (b) oversees contract competitive bid, competitive negotiation, and award processes, (c) prepares and organizes training, (d) implements standardized common construction management practices, (e) monitors the activities of the CPTs, construction progress, design process, and contractor performance, (f) coordinates construction management with program controls, risk, quality, health, and safety field inspection functions and (g) oversees all change orders, task orders, field orders, white papers, reporting, commissioning, closeout and similar or related processes.

.9 **Regional Design Managers (3)**: The Regional Design Managers (which shall include three regional managers each assigned to a region as defined in the SOP) (a) participate in College Project design reviews, (b) review and monitor schematic, design development and construction documents for compliance with District and individual College design standards and guidelines, (c) assist in verification that PPCs, basis of design and OPRs are consistent prior to procurement solicitations, (d) monitor performance and workloads of CPT's design managers, (e) coordinate with DSA liaison related to DSA issues, priority setting and DSA reviews, (f) make recommendations related to resolution of construction change directors and field orders and revisions proposed by design professionals and contractors and (g) is responsible for timely DSA certification of all projects assigned to the region.

.10 **Finance & Accounting Manager:** The Finance Manager (a) oversees encumbered purchase orders (contracts) and their approval, (b) oversees the processing of all invoices, approves and process cash disbursements, and disbursements of funds, (c) coordinates bond drawdown, (d) coordinates with external auditors, (e) maintains vendor files, B/L chart of accounts and project/financial ID numbers and (f) performs financial reconciliations and other functions related to capitalization of assets and asset management.

.11 **Program Controls Manager:** The Program Controls Manager (a) is responsible for systems implementation, including deployment and configuration of an enterprise-wide project management tool, such as Primavera 6.2 or 6.8 (or comparable), (b) provides support and training for all Primavera users for the latest Primavera 6.8 version (or comparable), (c) oversees the planning software implementation engagements, (d) assists in developing the Application Administration criteria for all Project Site-Administrators and mentors and supports them through the integration process, (e) develops organizational-specific project work breakdown structures (WBS) for Campus Projects within their databases, (f) implements enterprise level data (OBS, WBS/CBS Dictionaries) at the Global/EPS/Project specific levels, (g) assists with creating resource/cost loaded integrated schedules by maintaining and providing proper Cost and Resource Dictionaries in the databases, (h) provides end-user Primavera (or comparable) training and education to schedulers of all levels and Onsite/Remote Application Support, (i) works closely with all levels of the organization to ensure accurate and timely cost and schedule controls are put in place and maintained during the Bond Program lifecycle, (j) directly supports Campus Projects by proactively implementing processes and methodologies related to planning, scheduling, cost analysis, estimating, risk assessment, cost, and schedule performance, resource requirements, capacity, and productivity analyses, (k) implements integrated planning, cost, and scheduling control concepts and techniques, including assessment of critical

paths, resource loaded schedules, change order process tracking, and earned-value analysis, (l) evaluates changes in contracts, schedules, finances, and resources to determine their impacts on the Bond Program and reports potential problems and recommend solutions to the program management team, (m) routinely reviews project risk/issue logs, assesses risk impact and takes immediate action in the form of routine corrective or short-term workarounds, (n) reports on significant residual impacts after actions are taken with respect to cost, schedule, quality, technical, and programmatic risks, (o) employs analytical skills and the use of software to transform and summarize project data into tailored information to facilitate communication within various levels of the program organization, (p) teams with management to plan manpower requirements, workload distribution, proposal development cost factors, and organization budgets and (q) is responsible, working in conjunction with the Contract Procurement Manager, in matters related to procurement, managing and implementing all matters related to the administration of the Project Labor Agreement and Amended Project Labor Agreement and monitoring compliance with the Project Labor Agreement, Amended Project Labor Agreement and other requirements of applicable labor laws and regulations.

.12 Bond Compliance Manager: The Bond Compliance Manager (a) serves as a "subject matter expert" to the Program Director with respect to school bond regulations and requirements, (b) attends all Bond Program meetings called by the District and or advisory committees, (c) participates as an advisor on policy and procedure determinations, (d) coordinates and interfaces with Bond Program auditors and the Office of the Bond Program Monitor, (e) prepares bi-annual reports on bond compliance and (f) makes recommendations for adjustments and improvements.

.13 Contract Procurement Manager: The Contract Procurement Manager (a) monitors compliance with the State of California and LACCD procurement practices for professional services and FF&E, (b) monitors procurements for conduct in a manner that is fair, ethical, and complies with laws and regulatory requirements, including, without limitation, outreach, training and dissemination of information relating to the requirements of the Project Labor Agreement, labor laws and regulations, and disadvantaged, small, local, and emerging business procurement goals, (c) serves as liaison with the CPLTs and other members of the CPTs to implement the goals of the Bond Program while maintaining compliance with all applicable policy, regulatory, and legal requirements and (d) oversees the inventorying, photographing, tagging, and posting to a database of all FF&E items.

.14 IT Manager: The IT Manager (a) provides strategic and technical leadership for the Bond Program's Oracle (or comparable) infrastructure, (b) oversees Bond Program planning, database upgrading, and the designing of and planning for Oracle (or comparable) based applications, (c) supervises the maintenance, monitoring,

backup, and disaster recovery support for the production and development of Oracle (or comparable) databases and (d) supervises professional, paraprofessional and technical personnel involved in the development of new and/or maintenance and operation of existing information technology systems.

.15 Risk/Disputes Resolution Manager: The Risk/Disputes Resolution Manager (a) plans and implements a program-wide Risk Management Plan, utilizing risk management software similar to Risk Radar Enterprise, to address the fundamental management processes of risk management, such as identifying, analyzing, prioritizing, and tracking risk drivers, (b) develops plans for risk mitigation and resources evaluation to handle risk, (c) conducts "Risk Review Boards" and periodic reporting of risk management and mitigation efforts, (d) participates in the planning and management of program contingencies, (e) oversees the OCIP program, (f) timely administers claims made against the District, including investigations into claims and evaluation and settlement of claims within the guidelines set by the District, (g) establishes a procedure for collecting, evaluating, and filing documentation to support rejection or payment of claims and (h) under direction of Chief Facilities Executive assigns and monitors legal counsel handling legal representation of District in regard to prosecution or defense of claims and reviews and approves legal counsel invoices for services.

.16 Quality Assurance/Quality Control (QA/QC) Manager: The Quality Assurance/Quality Control Manager (a) creates quality standards to be incorporated into comprehensive procedures governing the Bond Program, (b) establishes an organized quality audit system that tracks compliance with Bond Program processes and procedures at both the Bond Program and Campus Projects levels, (c) develops performance metrics to be met by CPLTs and other members of the CPTs and Program Manager's staff overseeing CPLTs and other members of the CPTs, (d) monitors compliance by CPLTs, other members of the CPTs and Program Manager's staff with performance metrics, (e) organizes training programs for dissemination of information on Bond Program processes and procedures, (f) reports on status of quality assurance procedures, such as on-going continuous improvement training and tracking areas of concern that need improvement, (g) provides recommendations for adjustment to processes and procedures and (h) develops a lessons-learned library.

.17 Sustainability Manager: The Sustainability Manager (a) works closely with the Program Manager's departments, College Project Teams and College staff on sustainability project initiatives consistent with LACCD sustainability goals related to the building program, (b) maintains a repository of sustainability initiatives and accomplishments achieved, (c) serves as a sustainability liaison with internal departments and external partners, (d) works with District and Program Manager's leadership on special sustainability projects, (e) researches best practices in

sustainability and benchmarking, (f) manages staff as directly assigned, (g) assists with the development, review and delivery of policies, procedures and training related to sustainability projects and goals, (h) coordinates activities with District sustainability manager and (i) coordinates with Program Manager and CPTs on project execution activities related to sustainability projects.

.18 Community Economic Development Manager: The Community Economic Development Manager (a) manages and monitors the implementation of the Local Worker Hiring Program to achieve the 35% local worker hiring goal on all construction services contracts, (b) ensures District-wide access to pre-apprenticeship construction training and union apprenticeship programs for local residents in partnership with contractors, unions, college campuses, and community-based organizations, (c) manages the daily activities of the CED Program staff, (d) develops and maintains partnerships with District-wide business and trade organizations, community-based organizations, faith-based organizations, local agencies, community leaders, and trade unions to maximize LSEDV business and local worker participation, (e) works with contractors to encourage sponsoring and placement opportunities for Disadvantaged Workers, (f) manages the B2GNow system and LCP Tracker reports (including verification that information is accurate), (g) provides (as needed) training for businesses and contractors, (h) provides customized reports to monitor LSEDV goal compliance, (i) provides counsel regarding business, administrative, or management aspects of the LSEDV and Local Worker Hiring programs, (j) provides analysis and feedback on potential impacts of proposed policies on small business, local worker, and contractor participation, (k) manages the outreach programs sponsored by the individual Colleges and (l) periodically posts press releases and advisories on College CED events and similar or related events.

.19 Health & Safety Manager: The Health & Safety Manager (a) is responsible for the planning, training, and maintenance of all accident prevention and health/safety standards, (b) works with the QA/QC Manager to establish emergency response plans and environmental and hazardous materials handling, (c) conducts field site inspections and (d) maintains records of all safety meetings and injury reports.

EXHIBIT "C"

STAFFING PLANS[1]

[See attached (__ pages)]

[1] The Staffing Plans inserted as this exhibit will be the Staffing Plans submitted by the successful Proposer as part of its RFP Proposals.

EXHIBIT "D"

BASIC SERVICES DESCRIPTIONS

1.0 Comprehensive Decision Management.

A. Overview. "Comprehensive Decision Management" refers to the process of continuously identifying, assessing, comparing, evaluating, reconciling conflicts among, and providing realistic recommendations on ways to meet the expectations of, the boards and committees that are the decision makers and approval authorities for the Bond Program, including, without limitation, the Board of Trustees, District, District Citizen Oversight Committee, Bond Steering Committee and other Bond Program leadership. The Program Manager will be expected to establish and implement a comprehensive plan for reporting and communication in order to keep these decision-makers apprised on a regular, on-going basis, of Bond Program status and issues needing attention, evaluation, resolution, and decision.

B. Services. Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. Deliverables. Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs,

Colleges, and District's Facilities Planning & Development department:

1. **Standard Operating Procedures ("SOP") (3 volumes),** a one-time plan, updated as often as circumstances reasonably require, which serves as the primary, comprehensive guide for navigating the network of procedures and processes that govern the Bond Program.

2. **Stakeholder Management Plan,** a one-time plan, updated as often as circumstances reasonably require, which sets forth the communication paths and protocols to relay information to key stakeholders.

3. **Communications Plan,** a one-time plan, updated as often as circumstances reasonably require, which sets forth an organized system for distributing, filing and maintaining hard copy and electronic records of data, reports and communications relating to the Bond Program.

4. **PMIS Transition Plan**, a detailed plan for procurement and transition to the new PMIS for the Bond Program, updated monthly.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
SOP Vol. I Process Administration	45 days	60 days	90 days
SOP Vol. II Design/Pre-Construction	45 days	60 days	90 days
SOP Vol. III Construction	45 days	60 days	90 days
SOP Vol. IV Program Management Information System (PMIS)	45 days	60 days	90 days
Stakeholder Management Plan	45 days	60 days	90 days
Communications Plan	45 days	60 days	90 days

Performance Metrics	45 days	60 days	90 days
PMIS Transition Plan	45 days	60 days	90 days

E. Regular Reports.

1. Safety, Health, and Environment and Community Meeting Minutes and Status Report, a monthly report summarizing information related to safety, health, and environment activities to improve prevention of on-Site incidents.

2. Program Manager Performance Report/Executive Summary, a monthly report summarizing an executive overview of Bond Program and Campus Project results, progress, or current status.

3. Program Key Performance Indicator Report, a monthly report summarizing program performance based on key metrics, determined at the discretion of the District.

4. CPT Performance Report, a monthly report summarizing Bond Program and Campus Project performance based on key metrics, determined at the discretion of the District.

5. Schedule Performance Summary, a monthly report summarizing Bond Program and Campus Project information based on schedule milestones.

6. Program Financial Status Summary, a monthly report summarizing statuses of all Bond Program efforts, providing a comprehensive overview of Bond Program and Campus Project and financial breakdown.

7. Risk Status Report, a monthly report summarizing all Bond Program-related risks.

8. Claims and Change Order Summary Report, a monthly report summarizing the status of all open claims on the Bond Program and its related change orders.

9. Staffing and Resources Report, a quarterly report summarizing the Program Manager's staffing levels and schedule.

10. Program Top Priority Decision Report, a monthly report summarizing updates to Bond Program goals, initiatives, issues, and key priorities.

11. Comprehensive Minutes, as needed, of all meetings chaired by the Program Manager, including, but not limited to, action items, what actions are to be taken, who will take the action, and by what date the action is to be taken and weekly follow-up on the status of all action items and recommendations for corrective actions.

F. Audits.

1. Program Process Annual Audit (SOP Processes), an annual audit to assess the effectiveness and efficiency of the Bond Program processes.

2. Stakeholder Annual Performance Survey (Audit), an annual audit of customer satisfaction with the Bond Program performance and how Bond Program meets stakeholder needs.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District, for reporting and workflow approvals, and incorporating management dashboards and graphic key performance indicators. The District is currently transitioning to a new PMIS. Program Manager shall manage the transition process, so that all data in the existing PMIS is smoothly transferred to the new PMIS, without any loss or corruption of data in the process.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

2.0 Integrated Process Management.

A. Overview. "Integrated Process Management" refers to identifying, defining, combining, unifying, and coordinating the actions of those persons or departments, principally Facilities Planning & Development, Program Manager, and College Project Teams, responsible for managing the processes designed to achieve the goals set by the decision-makers. The Program Manager will be expected to assess and make

recommendations on revising and updating existing Bond Program process-oriented policies and procedures, including revising, updating, and consolidating the existing SOP, including, specifically and without limitation, the addition of policies and procedures relative to ethics and process management training.

B. **Services.** Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. **Deliverables.** Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **Validated Financial Baseline Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth, at the Project, College, and Bond Program levels, the initial financial information.

2. **Implementation Training Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth the procedures for training users on new processes and procedures and that incorporates, without limitation, utilization of workshops and web-based training tools.

3. **Bond Program Correspondence Manual,** a one-time plan, updated as frequently as circumstances reasonably require, which

sets forth the process for agenda items to attain District approval.

4. **Board of Trustees Communications Manual,** a one-time plan, updated annually as frequently as circumstances reasonably require, which sets forth the process for setting the agenda items for Board of Trustees' approval.

5. **Program RACI Matrix,** a one-time matrix, updated as frequently as circumstances reasonably require, which sets forth notifications of Bond Program stakeholders.

6. **Bond Program Partnering Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth the process of project partnering.

D. Deliverables Schedule (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
Validated Financial Baseline Plan	45 days	60 days	90 days
Implementation Training Plan	45 days	60 days	90 days
Bond Program Correspondence Manual	45 days	60 days	90 days
Board of Trustees Communications Manual	45 days	60 days	90 days
Program RACI Matrix	45 days	60 days	90 days
Bond Program Partnering Plan	45 days	60 days	90 days

E. Regular Reports.

1. Bond Program WEB Performance Report, a quarterly report summarizing updates of the Bond Program website and related data.

F. Audits.

(none)

G. **Technology.** Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

3.0 Contract Management and Administration.

A. **Overview.** "Contract Management and Administration" refers to the document preparation, administration, and management of all Bond Program procurement activities (including, without limitation. requests for qualifications (RFQs), requests for contracts (RFC's), request for proposals (RFPs), prequalification, competitive negotiations, on-call services, purchase orders. bidding, lease- leasebacks, design-build competitions, award, post-award submittals, and performance and payment bond reviews, approval and execution of contracts, invoice and payment application review and approval, and contract audit procedures) and related document control management. The Program Manager is expected to provide comprehensive management services relative to all aspects of the procurement process for the Bond Program and to assess, provide, and implement recommendations on necessary improvements to the current document control management system.

B. **Services.** Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. **Deliverables.** Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons,

minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **Automated Workflow Strategy Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth project approval workflows for the Bond Program.

2. **Change/Claim Documentation Guidelines,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth guidelines for change orders and claims on Bond Program and Campus Projects.

3. **Change Management Procedures Assessment,** a one-time assessment, updated as frequently as circumstances reasonably require, which sets forth operational effectiveness of the change management process.

4. **Document Control Systems Assessment,** a one-time assessment, updated annually or more frequently if circumstances reasonably require, which sets forth operational effectiveness of document collection and retention.

5. **Contracts Training Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth the procedures to train CPT members and Program Manager's staff on workflow processes, use of support technologies, and performance metrics that will be used to evaluate compliance.

6. **Contract Audit Procedures,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth the procedures and frequency of audits of individual contracts issued under the Bond Program.

7. **Contract Monitoring Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth the process for monitoring status of all pending and executed contracts related to educational facilities and energy

infrastructure, including, but not limited to: (i) date contract is needed per master plan; (ii) date contract is executed; (iii) original completion date; (iv) modified completion date; (v) actual completion date; and (vi) estimated cost prior to execution.

D. Deliverables Schedule (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
Automated Workflow Strategy Plan	45 days	60 days	90 days
Change/Claim Documentation Guidelines	45 days	60 days	90 days
Change Management Procedures Assessment	45 days	60 days	90 days
Document Control Systems Assessment	45 days	60 days	90 days
Contracts Training Plan	45 days	60 days	90 days
Contract Audit Procedures	45 days	60 days	90 days
Contract Monitoring Plan	45 days	60 days	90 days

E. Regular Reports.

1. Change Order Status Report, a monthly report summarizing information related to open and completed change orders on current Bond Program and Campus Projects.

2. Contract Performance Report, a monthly report summarizing information related to the contract award and completion status of Bond Program and Campus Projects.

3. Contract Selection Process and Compliance Status Report, a monthly report summarizing compliance status of the contract process.

4. Changes Trend Report, a quarterly report summarizing the total amount of open and completed change orders over time.

F. Audits.

1. CPT Adherence Audit, annual audit of adherence to workflows and processes related to contract selection and award at the College level.

2. Contractor Adherence Audit, an annual audit of contractor performance on Bond Program and Campus Projects.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

4.0 Planning and Design Management.

A. Overview. "Planning and Design Management" refers to the complete and comprehensive oversight, coordination, and management at the program-level of planning and design activities for new and revised Bond Program and Campus Projects (including. without limitation, existing facility and building systems assessment. building program evaluation, EIR assessment and tracking. DSA interface (including, without limitation, management of DSA construction change directives, constructability reviews, value engineering reviews, cost estimating, enforcement of design standards, achievement of goals related to sustainability and LEED certifications and energy savings, acquisition and distribution of furniture, fixtures, and equipment, technology requirements, phasing. maintenance and operation, accessibility, pre-purchases, utilities re-location and expansion, temporary facilities, and related scheduling). The Program Manager is expected to provide a comprehensive system, at the program-level, for managing all aspects of the planning and design process.

B. Services. Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the

District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. **Deliverables.** Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **District Design Standards,** a one-time set of standards for design, updated as required or more frequently if circumstances reasonably require, which sets forth guidelines and standards for design documents on Bond Program and Campus Projects.

2. **Integrated Energy Resource Plan (IERP) Implementation Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth a schedule for management of completion of the IERP by the Design Consultants and implementation of the IERP at both the District-wide and College-wide levels.

3. **ADA Program Compliance Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth guidelines and processes for ADA/accessibility requirements on Bond Program and Campus Projects.

4. **LEED and Sustainability Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth guidelines and processes for LEED and sustainability requirements on Bond Program and Campus Projects.

5. **Design-Build Delivery Guidelines,** a one-time process description, updated annually or more frequently if circumstances reasonably require, which sets forth process to utilize the Design-

Build delivery method for Bond Program and Campus Projects.

5. **Project Validation Assessment,** a one-time assessment, updated annually or more frequently if circumstances reasonably require, which sets forth the tracking of initiating projects and quality assurance of applicable financial information.

6. **Existing Facilities and Building System Assessment,** a one-time assessment, updated quarterly or more frequently if circumstances reasonably require, which sets forth the evaluation of the health of existing facilities and building systems across Colleges.

7. **Design Standards Assessment,** a one-time assessment, updated as frequently as circumstances reasonably require, which sets forth the evaluation and update of design standards used on Bond Program and Campus Projects.

8. **Design Monitoring Plan,** a one-time plan, updated as frequently if circumstances reasonably require, which sets forth a process for monitoring the status of design and design changes, including but not limited to: (i) deadlines for receipt of designs and design changes and (ii) actual dates designs and design changes issued.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
District Design Standards	45 days	60 days	90 days
Integrated Energy Resource Plan (IERP) Implementation Plan	45 days	60 days	90 days
ADA Program Compliance Plan	45 days	60 days	90 days
LEED and Sustainability Plan	45 days	60 days	90 days
Design-Build Delivery Guidelines	45 days	60 days	90 days
Project Validation Assessment	45 days	60 days	90 days
Existing Facilities and Building System Assessment	45 days	60 days	90 days

Design Standards Assessment	45 days	60 days	90 days
Design Monitoring Plan	45 days	60 days	90 days

E. Regular Reports.

1. ADA Report, a biannual report summarizing ADA/accessibility efforts and information on Bond Program and Campus Projects.

2. Architect and Engineer Evaluations Report, an annual report summarizing evaluations of architect and engineer performance on Bond Program and Campus Projects.

3. BIM Tracking Report, a monthly report summarizing BIM efforts and information on Bond Program and Campus Projects.

4. Design Schedule Tracking Report, a monthly report summarizing high-level schedule milestones and progress of design efforts of Bond Program and Campus Projects.

5. LEED and Sustainability Report, a quarterly report summarizing an overview of LEED and sustainability efforts and information on Bond Program and Campus Projects.

6. Energy Analysis Report, an annual report summarizing updates, trends, and analytic information on all energy projects and initiatives on the Bond Program and Campus Projects.

7. DSA Certification Report, a quarterly report summarizing the status of DSA certification for Bond Program and Campus Projects.

8. Lessons learned Database, a quarterly report summarizing all lessons learned information from Bond Program and Campus Projects.

9. Costs and Schedule Milestone Alert Report, a quarterly report summarizing financial and scheduling status of Bond Program and Campus Projects to track achievement of project milestones.

   Design Management Report, a monthly report summarizing actions related to design efforts, bulletin updates, and including a narrative

of design issues that require District decision or other action.

F. Audits (assessments).

1. ADA Compliance Assessment, an annual assessment of program-wide ADA projects and their status.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

5.0 Quality Assurance/Quality Control.

A. Overview. "Quality Assurance/Quality Control" refers to the establishment, implementation, and monitoring of a comprehensive program for ensuring that all aspects of the Bond Program, including, without limitation, program management, project design, project construction, and project close--out are administered, including, without limitation, by the College Project Teams at each College, in a manner that reflects best practices and achievement of specific performance metrics. The Program Manager is expected to provide complete and comprehensive services for quality assurance and quality control consistent with the highest standards for building program management and to extend those standards to all participants in the program by means of developing performance metrics, informing program and project participants by means of guidelines and manuals on the standards that will be expected to be met, monitoring performance by program and project participants, and instituting procedures for continuous performance evaluation, training, and improvement.

B. Services. Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement

and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. **Deliverables.** Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **Quality Control/Quality Assurance Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth processes and standards to ensure QA/QC on the Bond Program and Campus Projects.

2. **QA/QC Training Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth a plan for training District, CPT and Program Manager's staff on QA/QC processes and procedures.

3. **QA/QC Reporting Plan,** a one-time process plan, updated as frequently as circumstances reasonably require, which sets forth a process for reporting on status of non-conforming items.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
Quality Control/Quality Assurance Plan	45 days	60 days	90 days
QA/QC Training Plan	45 days	60 days	90 days
QA/QC Reporting Plan	45 days	60 days	90 days

E. Regular Reports.

1. Quality Program Performance Report, a monthly report summarizing updates regarding QA/QC activities.

2. Quality Council Report, a quarterly report summarizing actions related to QA/QC meetings and activities.

3. Corrective Action Summary Report, a monthly report summarizing the status of all corrective actions related to audit activities.

4. Subconsultant Rating and Evaluation Report, a biannual report summarizing Program Manager's reporting on prime contract subconsultants.

5. Quality Audit Report, a monthly report summarizing of findings, recommendations, and action related to audit activities.

6. QAQC Updates and Announcements, a monthly report summarizing updates related to Bond Program documentation.

7. Audit Nonconformity Report, a monthly report summarizing open corrective actions related to audit activities.

F. Audits.

1. Program/Process Audit, an annual audit of Bond Program's standard operating procedures.

2. Internal Quality Audit, a monthly audit of CPT performance using established KPIs.

3. Independent Quality Audit, a biannual audit of Bond Program departments, areas, and Bond Program and Campus Projects.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

6.0 Program Controls & Reporting.

A. Overview. "Program Controls & Reporting" refers to the document preparation, implementation, and monitoring of a program-wide system of controls and reporting (including, without limitation, by means of dashboards) on all pertinent matters relating to the Bond Program, including, without limitation, financial matters. The Program Manager will be expected to administer and provide technical support for a comprehensive set of procedures for program controls and reporting. as well as a re-assessment of the existing Bond Program controls and reporting system with the objectives of improving efficiency and effectiveness, including providing recommendation for establishing an integrated system of cost/schedule reporting between CPTs and the Program Manager, maximizing use of the District's Bond Program website, revising monthly reporting formats to align content with issues of relevance to decision-makers, developing an approach and system for "Earned Value Management Reporting." providing for enhanced information and communications interfacing between funding and financial management functions, providing for enhanced means of managing changes, extending control and reporting systems beyond tracking project design and construction to include program management goals and objectives, establishing goals and indices for measuring success of goals and tracking performance relative to achievement of such goals and indices, and evaluating the current program management software and recommending and implementing any changes that may improve its security, operability, and functionality.

B. Services. Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. Deliverables. Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables

that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **Earned Value Reporting Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth the parameters and reporting formats for the Earned Value (EV) reporting system to be used by each CPT including but not limited to, indexed performance based on schedule, estimate at completion, estimate to complete, variance at completion, and other EV parameters as requested by the District.

2. **Log Reporting Format Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth the parameters and reporting formats for the logs to be maintained by each CPT, including but not limited to: (i) correspondence log, (ii) request for Information (RFI) log, (iii) submittal log, (iv) pending and actual change order log, and (v) potential change order and claim log.

3. **Bond Program Website Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth prospective updates to the Bond Program website.

4. **Master Program Scheduling Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth each Bond Program and Campus Project on a milestone basis.

5. **Individual Contract and Program-Wide Close-Out Plan,** a one-time plan, updated annually or more frequently if circumstances reasonably require, which sets forth the processes of Bond Program and Campus Projects contracting and closeout.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
Earned Value Reporting Plan	45 days	60 days	90 days
Log Reporting Format Plan	45 days	60 days	90 days
Bond Program Website Plan	45 days	60 days	90 days
Master Program Scheduling Plan	45 days	60 days	90 days
Individual Contract and Program-Wide Close-Out Plan	45 days	60 days	90 days

E. Regular Reports.

1. Program Management Status Report, a monthly report summarizing updates related to Program Management activities on Bond Program.

2. Project Close Out Status Report, a monthly report summarizing status of Bond Program and Campus Projects related to closeout.

3. Risk Register Summary Report, a monthly report summarizing updates to the risk register report at each College.

4. Estimate to Complete (Anticipated Cost Report) Report, a monthly report summarizing status of Bond Program and Campus Projects related to cost.

5. Contract Report with Invoicing Report, a monthly report summarizing status of individual contracts related to cost.

6. Budget Report including Transfers Report, a monthly report summarizing Bond Program and Campus Project budget transfers.

7. Bond Fund Status Report, a monthly report summarizing the funding status of the various bonds.

8. Reserve/Contingency Report, a monthly report summarizing Bond Program and Campus Projects reserve and contingency information associated with specific bonds.

9. Cash-Flow Report, a monthly report summarizing forecasted cash

flows related to Bond Program and Campus Projects and activities.

10. General Ledger Detail Report, a monthly report summarizing financial transactions related to Bond Program and Campus Projects.

11. Trial Balance Report, a monthly report summarizing payment activity related to Bond Program budget.

12. Bank Reconciliation Report, a monthly report summarizing banking activities related to the Bond Program.

13. Request for Funds Drawdown Report, a weekly report summarizing transactions related to funds drawdown requests.

14. Master Program Schedule Report, a monthly report summarizing schedule updates to each Bond Program and Campus Project on a milestone basis.

15. Earned Value Report, a monthly report summarizing updates related to earned value information.

16. Milestone Status Report, a monthly report summarizing updates to each Bond Program and Campus Project on a milestone basis.

17. Bid Abstract Summary Report, a quarterly report summarizing status and information on current bidding activity.

18. Prop. 39 Compliance Report, a quarterly report showing Bond Program compliance to audit requirement.

19. Financial Baseline Update Report, a monthly report summarizing updates related to project financial baselines of Bond Program and Campus Projects.

20. Performance Report, a monthly report summarizing the status of (i) potential, pending, and executed change orders, (ii) requests for information (RFIs), (iii) submittals (including, without limitation, schedule submittals), (iv) pending design changes, and (v) pending and actual claims.

21. Technical Reports, prepared as needed, summarizing the status of

significant issues affecting or that may affect the quality, cost, or schedule of individual contracts or the Bond Program as a whole.

F. Audits.

1. Cost Point/Proliance Reconciliation, a monthly audit of the variances between Cost Point information and Proliance information regarding bond funding.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

7.0 Risk Management.

A. Overview. "Risk Management" refers to the conventional processes of managing risk by means of insurance and bonding (including such matters as continued maintenance of insurance coverages by consultants, contractors, and vendors and maintaining a database of expiration dates of required in-place insurance, as well as a process for continuously and proactively anticipating, identifying, tracking, assessing, monitoring, and mitigating risk that includes both general guidelines (such as, for example, alternate project delivery methods, joint use of core facilities, bid packaging, reuse of plans and specifications, and bulk purchasing) and specific approaches targeted at particular risks.

B. Services. Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. Deliverables. Program Manager shall revise, edit, refine and update the

following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **Risk Management Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth processes and standards to ensure risk management and mitigation on Bond Program and Campus Projects.

2. **Common Risk WBS Training Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth procedures for training the CPT and Program Manager staff on the Common Risk Breakdown Structure (RBS), identifying risk categories, that corresponds to the Risk Register system.

3. **Risk Identification Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth a process for Identification of risks associated with individual contracts, as well as to the Program as a whole.

4. **Risk Reporting/Mitigation Plan,** a one-time plan, updated as frequently as circumstances reasonably require, for reporting on steps taken or to be taken to mitigate risks to quality, cost and schedule.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
Risk Management Plan	45 days	60 days	90 days
Common Risk WBS Training Plan	45 days	60 days	90 days

Risk Identification Plan	45 days	60 days	90 days
Risk Reporting/Mitigation Plan	45 days	60 days	90 days

E. Regular Reports.

1. Risk Management Report, a monthly report summarizing information about identified risks at the College project level and the Bond Program level.

2. Risk Assessment Report, a quarterly report summarizing the description and mitigation measures related to identified risks.

3. Insurance Coverage Tracking Report, a quarterly report summarizing insurance claim coverage on the Bond Program.

4. Program Risk Register Tracking Report, a monthly report summarizing, at the Program-level, the tracking of risk register items.

5. Campus Risk Register Tracking Report, a monthly report summarizing, at the College-level, the tracking of risk register items.

6. Program OCIP Report, a quarterly report summarizing the financial overview of insurance claims on the Bond Program.

F. Audits.

1. Annual Independent Risk Management Assessment, an annual audit of the workflows and processes related to risk management on the Bond Program.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

8.0 Dispute Resolution Support.

A. Overview. "Dispute Resolution Support" refers to the reviewing and providing advice to the District on claims asserted and the supervision of the activities leading to their resolution by means of settlement or the dispute resolution procedures provided for by the claimants governing contract or applicable laws. Work in close collaboration with the Program Manager's and Office of General Counsel, the Program Manager will be expected to provide complete and comprehensive services for claims and dispute resolution support, including evaluating, making recommendations on, and implementing under the direction of the Director or its designee, terminations and suspension, of contracts based upon default or for convenience, developing and maintaining a procedure for tracking the status and pertinent statutory deadlines relating to stop payment notices and related enforcement actions, under the oversight of the Director or its designee, assisting the CPT and Colleges in drafting correspondence related to pending or threatened claims, assembling, issuing and archiving documentation related to claims and pending litigation, responding to requests for production or copying of public records pertaining to the Bond Program, monitoring the handling of judicial, administrative, and extra-judicial proceedings by legal counsel assigned by the Director or its designee, and providing continuous reporting on status and critical decisions. administering contracts with claims consultants in a manner designed to preserve and protect all legal privileges and confidentiality, participating as an advisor in the processes for dispute resolution, including stepped negotiations, mediation, arbitration, litigation, and related discovery proceedings, assisting legal counsel in responding to requests for discovery, preparing under the oversight of legal counsel written agreements memorializing settlements of claims, and making recommendations for timely submission of claims with insurance carriers providing insurance separate from or in addition to the OCIP and other coverages provided by the District.

B. Services. Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and

Program Manager in a manner satisfactory to the District.

C. **Deliverables.** Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **Claims and Mandatory Dispute Resolution Support Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth process for claims and mandatory dispute resolution support.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
Claims and Mandatory Dispute Resolution Support Plan	45 days	60 days	90 days

E. **Regular Reports.**

1. Claims Review Panel Report, a monthly report that summarizing the review of claims related to Bond Program and Campus Projects

2. Dispute Tracking Report, a monthly report that summarizing the status of disputes related to Bond Program and Campus Projects.

3. Program Claims Summary Report, an annual report that summarizing the overview of status and information related to Bond Program and Campus Projects.

4. Report to Counsel, a monthly "privileged and confidential" report to District's legal counsel, with copy to the District's Office of General Counsel, summarizing claims and pending claims or disputes (not

in litigation) and recommending courses of action.

F. Audits.

1. **Independent Audit of Mandatory Dispute Resolution Program,** an annual audit of processes related to dispute resolution on the Bond Program.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

9.0 College Project Team Oversight.

A. Overview. "College Project Team Oversight" refers to preparing, implementing, and monitoring performance by the College Project Leadership Team and other members of the College Project Team (CPT). The Program Manager will assume direct responsibility for managing and supervising all aspects of the College Project Team's performance and directly interfacing with the College Project Leadership Team who shall report directly to the Program Manager. In furtherance of this objective, the Program Manager will be expected to design, prepare, implement, monitor, and enforce a program-wide Construction Management Plan for all Bond Program and Campus Projects that includes procedures and forms for: (i) organizational reporting structure and responsibilities; (ii) roll-up reporting of project status; (iii) mobilization and issuance of notices to proceed; (iv) tracking CPT performance under Staffing Plans; (iv) review and approval of CPT member invoices; (vi) submittals management; (vii) project controls; (viii) regular, periodic project status reviews; (ix) compliance with budgetary guidelines; (x) cost estimating assistance and related data base; (xi) documentation management; (xii) procurement and contract administration; (xiii) quality control and inspection; (xiv) schedule review and critical evaluation (including evaluation of options for phasing); (xv) health, safety, and environmental protection and oversight of CPT operational site planning. including safety plans, emergency response plans, movement management plans, and site logistics and circulation plans; (xvi) coordination of field schedules with Bond Program milestones;

(xvii) monitoring of LEED Certifications; (xviii) monitoring of compliance with environmental requirements; (xix) maintaining a change management process for construction change orders that tracks and evaluates the causes for changes and recommends approaches to reducing changes; (xx) coordinating relocation and move-management services; (xxi) regulatory compliance; (xxii) commissioning; (xxiii) project close-out and punch-lists; (xxiv) warranty inspections; (xxv) process improvement training; (xxvi) confirming close-out of all contracts, receipt of DSA certifications, and making of final payments; and (xxvii) confirming close-out of all contracts, receipt of all as-built drawings, warranties and guarantees, operations and maintenance manuals and attic stock materials.

B. **Services.** Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. **Deliverables.** Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development department:

1. **Document Control Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth processes and standards for document collection, management, and retention on the Bond Program and its projects.

2. **Safety Management Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth processes and standards to ensure safety management on the Bond Program and Campus Projects.

3. **Key Performance Indicators (KPI's) Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth requirements for KPI measurement on the Bond Program and Campus Projects.

4. **Project Roll Up Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth project information and related financial information.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the Effective Date of the Agreement).

Deliverable	Draft I	Draft II	Final
Document Control Plan	45 days	60 days	90 days
Safety Management Plan	45 days	60 days	90 days
Key Performance Indicators (KPI's) Plan	45 days	60 days	90 days
Project Roll Up Plan	45 days	60 days	90 days

E. **Regular Reports.**

1. Project Roll Up Report, a monthly report summarizing project information and related financial information

2. Document Control Report, a biannual report summarizing the status and data related to document management on Bond Program.

3. Warranty Management Report, a biannual report summarizing the status of project-related warranties on Bond Program and Campus Projects.

4. CPT Staffing Plan Evaluation, a biannual report summarizing

staffing levels at the CPTs.

5. Environmental Health and Safety Inspection Report, an annual report, updated as frequently as circumstances reasonably required, on inspections of environmental, health, and safety conditions on Bond Program and Campus Project Sites.

F. Audits.

1. Document Control Audit, an annual audit of processes and standards for document collection, management, and retention on Bond Program and Campus Projects.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

10.0 Outreach and Labor.

A. Overview. "Outreach or" refers to enforcing the District's policies and procedures for outreach to Local, Small, and Emerging companies and compliance with compliance with the applicable Project Labor Agreement, Labor Compliance Program, and ·labor ·law requirements, including, without limitation, tracking results of outreach efforts, report to the District, developing a database of information (including, without limitation, a data base of small, local and emerging companies), and providing assistance to the Colleges and the CPTs in implementing the District's outreach policies. "Labor" refers to management of Project Labor Agreement and other labor compliance matters including, without limitation, issuing interpretations, consulting with and coordinating input from interested parties, collecting. storing and distributing data and information (including, without limitation, letters of assent), monitoring compliance by contractors, participating in pre-bid and job start meetings, providing training to CPTs, contractors, and District staff, monitoring and preparing regular. periodic appraisals of compliance with requirements and achievement of outreach, access, hiring and participation goals, monitoring compliance with prevailing wage laws, managing, documenting, investigating, and

resolving grievances, and if not resolved, making appropriate referrals to appropriate authorities for further action, determination or enforcement.

B. **Services.** Program Manager shall provide, as part of the Services, all of the necessary services pertinent to and indicated by the services descriptions and objectives set forth above and below in this section and/or elsewhere in this Agreement or its exhibits. In those cases where differences exist between the District and Program Manager as to the scope of Services to be provided, they will be discussed between the District and Program Manager following execution of the Agreement and promptly reconciled and resolved between the District and Program Manager in a manner satisfactory to the District.

C. **Deliverables.** Program Manager shall revise, edit, refine and update the following deliverables in accordance with the schedule set forth hereinafter with the overall objective of streamlining, simplifying and improving comprehensibility. In particular and especially in the case of deliverables that are lengthy, priority shall be given by Program Manager to making the deliverable user-friendly to both technically-savvy and lay persons, minimizing use of technical jargon, eliminating redundancies, avoiding overuse of complex flow charts, and incorporating "quick reference" guides to help users navigate complex subject matters. Such deliverables shall be prepared and developed following a collaborative approach based in information and feedback developed from working sessions with CPTs, Colleges, and District's Facilities Planning & Development Department:

1. **Comprehensive Workforce Outreach/Construction Management Apprenticeship/Workforce Development Plan,** a one-time plan, updated as frequently as circumstances reasonably require, which sets forth workflows and processes related to workforce outreach, construction management apprenticeship and workforce development on the Bond Program.

D. **Deliverables Schedule** (all references to "days" shall mean calendar days after the **Effective Date of the Agreement).**

Deliverable	Draft I	Draft II	Final
Comprehensive Workforce Outreach/Construction Management Apprenticeship/Workforce Development Plan	45 days	60 days	90 days

E. Regular Reports.

1. Workforce Development Compliance Report, a quarterly report summarizing the information related local workforce development on Bond Program.

2. Career Development Performance Report, a quarterly report summarizing information related to career development of local workers on Bond Program.

3. Contractor Local Hire Attainment Report, a monthly report summarizing the local hire percentages of individual projects compared to the local hire goal for the Bond Program.

4. Internship Status Report, a quarterly report summarizing the status of the internship programs conducted by all members of the Program Team, including, without limitation, the Program Manager.

F. Audits.

1. Annual Independent Audit of Labor Compliance Program, an annual audit of workflows and processes related to labor compliance on Bond Program and Campus Projects.

G. Technology. Program Manager shall manage and utilize the Program Management Information System (PMIS), purchased and provided by District.

H. _____ [Insert any additional Key Deliverables & Milestones derived from the Program Manager's Technical Proposal submitted pursuant to the RFP Documents and accepted by District for incorporation into the Agreement.]

EXHIBIT "E"

REIMBURSABLE EXPENSES LIST

Subject to the conditions and limitations set forth in Section 5.3 of the Agreement, Reimbursable Expenses consist of, and are limited to, the expenses listed in Section 5.3, and, if and to the extent not listed in the Section 5.3, the following:

- outside printing as permitted by Subparagraph 5.3.1.1 of the Agreement;
- reproduction or reprographics costs for copies as permitted by Subparagraph 5.3.1.2 of the Agreement;
- postage, shipping, overnight mail, messenger, courier and/or delivery services as permitted by Subparagraph 5.3.1.3 of the Agreement;
- mileage for business travel as permitted by Subparagraph 5.3.1.4 of the Agreement;
- out-of-town travel as permitted by Subparagraph 5.3.1.5 of the Agreement;
- charges for cellular phone usage as permitted by Subparagraph 5.3.1.6 of the Agreement;
- telephone/data services required to support technology tools;*
- IT support systems, consisting of database servers, print servers, application servers, internet connectivity and/or file servers and related equipment such as backup devices, routers, switches and UPS devices;*
- IT software, consisting of database software, program controls software, VPN/WAN connectivity, antivirus solution software, application hosting or data center hosting costs, reporting tools, OCR software, reporting software, remote support;*
- IT hardware, consisting of servers, printers, external hard drives;*
- IT support maintenance or upgrade costs for the above listed hardware/software;*
- fuel costs for project vehicles;
- bank printing charges;
- advertising;
- parking validations;
- emergency maintenance and repairs (non-capital improvement);*
- plotting paper and ink cartridges;*
- permits and fees necessary for local jurisdiction approval, if approved in advance by District;
- safety supplies;*

- trash removal:*
- Utilities – water, power, etc.;*
- Secure document disposal/shredding;*
- Mail room supplies;*
- Janitorial and related supplies;*
- Office supplies:*
- Drinking water;*
- First Aid supplies;* and
- other items as approved by the District, in the exercise of its sole discretion.

* Reimbursable only if and to the extent incurred in connection with the Program Manager's occupancy and use of the District offices at 1055 Corporate Center Drive, Monterey Park, California.

EXHIBIT "F"

BACKGROUND CHECK CERTIFICATIONS

Certification by Consultant

(LACCD Administrative Regulation B-35)

Firm Name: _____ Contact #_____

Last Name	First Name	Date Background Check Started	Date Clearance Received*

(* CPLT shall report all arrests that occur subsequent to the date clearance is received to the Build-LACCD Resource Manager within 24 hours of being notified of same).

The undersigned certifies that the criminal background check requirements of LACCD Administrative Regulation B-35 have been conducted and that none of the above-listed persons has been convicted of a violent felony listed Penal Code section 667.5 (c) or a serious felony listed in Penal Code section 1192.7 (c).

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct. Executed on this __ day of _____ in _____, California.

Firm's authorized agent (print name and title): Authorized agent (signature):

_____ _____

(name)

_____

(title)

CERTIFICATION OF COMPLIANCE

WITH LACCD ADMINISTRATIVE REGULATION B-35

The undersigned hereby certifies to the Los Angeles Community College District ("District") the following:

1. I am an officer or owner of _____ ("Consultant"), am familiar with the facts herein certified, and am authorized and qualified to execute this certification on behalf of the Consultant.

2. I have read and am familiar with all of the terms and requirements of LACCD Administrative Regulation B-35 ("Regulation").

3. Consultant will adhere, and Consultant assumes responsibility to cause its subconsultants ("Subconsultants") retained to perform services for the District to adhere, to all background check and other requirements of the Regulation.

4. Consultant and its Subconsultants will not assign personnel of the Consultant or any Subconsultant to perform services for the District if doing so would violate the Regulation.

5. Consultant and its Subconsultants have complied and will comply with all applicable state, federal, and local, laws and regulations when conducting criminal background checks or otherwise taking action to complete this certification pursuant to the Regulation.

I hereby certify that the information contained on this certification form is true and accurate.

Date: _____

Name of Consultant: _____

Signature of Officer or Owner: _____

Print Name: _____

Title: _____

EXHIBIT "G"

Internship Conditions

1. An intern shall not work more than 20 hours per week or 320 hours in total

2. An intern shall be paid a minimum hourly rate that is equal to the greater of the following minimum legal wage rates (as applicable on the effective date that wages are earned and due to the employee) plus an additional $2 per hour: (a) the legal minimum wage (without regard to any exceptions provided for by law) as established by the State of California for firms have more than 26 employees or (b) the minimum wage payable by the County of Los Angeles pursuant to Los Angeles County Code Chapter 8.100.

3. Interns (including, without limitation, replacements) must be interviewed and are subject to approval or rejection by the District in the exercise of the sole and absolute discretion.

4. An intern's working location will be determined by the District.

5. Interns shall not be terminated prior to expiration of the term of their internship as required by this Agreement, except with the advance approval of District, which approval may be granted or denied in the sole and absolute discretion of the District.

6. If an intern voluntarily departs or is terminated prior to the completion of the internship, the Program Manager will obtain a replacement as soon as possible.

7. The Program Manager shall coordinate with the District's Internship Coordinator in order to identify, interview and place interns.

8. The Program Manager is solely responsible for the supervision and management of its interns.

9. The Program Manager shall conduct the following outreach efforts in order to reach a greater number of students and gain support from faculty and staff in referring students to the internship program, including, but not limited to, the following:

(a) Conduct weekly meetings at each College with the VP of Student Services and VP of Academic Affairs to discuss the best strategy for reaching the most students and identify for each College a primary point of contact.

(b) Conduct weekly meetings with Department Chairs and Deans of Colleges to discuss internship opportunities for students and the best method of reaching out to the students within the classroom.

(c) Schedule presentations in classrooms during times provided by the Departments to talk about the internship program.

(d) Attend job fairs and other community outreach events held by Colleges to discuss internship opportunities.

(e) Post internship opportunities with the College Central Network System.

(f) Conduct on-campus internship interviews at each College campus in preparation for immediate opportunities and in preparation for each upcoming semester.

(g) Conduct interviews by the Program Manager's office for selected candidates.

(h) Participate in industry panels do discuss the internship program and the benefits to students.

(i) Meet with student unions and clubs to discuss the internship program.

(j) Conduct presentations to Veteran services departments at each of the College campuses and at Veteran Career Fair events to discuss internship opportunities.

(k) Email information and applications in response to student inquiries.

(l) Conduct presentations to various community groups to discuss internship opportunities for their members who are currently enrolled at District campuses.

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 2
REQUIRED ELEMENTS OF PROGRAM MANAGEMENT PLAN

REQUIRED ELEMENTS OF PROGRAM MANAGEMENT PLAN

As described in the RFP and its Attachments, all proposers will be required to prepare and submit as part of their proposal a comprehensive Program Management Plan (PMP) that includes, but is not limited to, the following ten (10) areas that have been identified as key functions in successful program management services delivery. These elements of the PMP will be evaluated in accordance with Attachment 4 the Proposal Requirements and Evaluation Criteria. Each Proposer should identify in its PMP any scheduled tasks, milestones and/or deliverables established within its PMP that successfully ensures these key functions are properly performed. Each PMP should also demonstrate consistency with the minimum requirements of Attachment No. 1 the Program Management Agreement and Exhibit "D" thereof which sets forth the required minimum Basic Services required from the Program Manager.

1) Integration Management – How does the PM organization and the CPLTs integrate with each other in the composition, staffing, leadership and guidance sought by LACCD on its projects, including as applicable transition planning and/or improving efficiency?

2) Scope Management – How does the PM successfully work with the CPLTs to oversee the preparation of project plans and specifications for all bond authorized facilities projects, including, but not limited to, the new housing projects described in Measure LA? In addition, the PMP, should also particularly address the PM's role as it relates to change order management on bond projects? Plans should also address any technology issues, including, but not limited to, data management, systems integration, IT resources.

3) Quality Assurance Management – How does the PM adequately ensure quality assurance and internal controls are properly in place, to address all aspects of project delivery from planning through design and construction? Plans should also address sustainability the District's sustainability policies as further described in the Board's adopted Clean Energy And Sustainability Resolution approved by the Board on July 8, 2020.

4) Time/Schedule Management – How does the PM establish a Master Schedule to ensure constant monitoring of project completion, including but not limited to ensuring DSA certification and close-out is timely achieved for every project?

5) Human Resource Management – How will the PM provide the appropriate workforce outreach and management to ensure that staffing does not result in critical gaps to the bond program organization, including integrating company culture with LACCD policies?

6) Stakeholder/Communications Management – How does the PM intend to implement an effective methodology and/or approach for communicating with all stakeholders of the bond program (Senior Management, College Presidents, Vice Presidents, Directors of Facilities, CPLT team, contractors, project consultants and the community)?

7) Risk Management – How will the PM adequately manage the program risks with an Enterprise Risk Management Plan? Plans should also specifically address disaster recovery planning, including, but not limited to preservation/restoration of documents, data, and all

other program records both as managed centrally through the PM office as well as through the CPT offices at each campus.

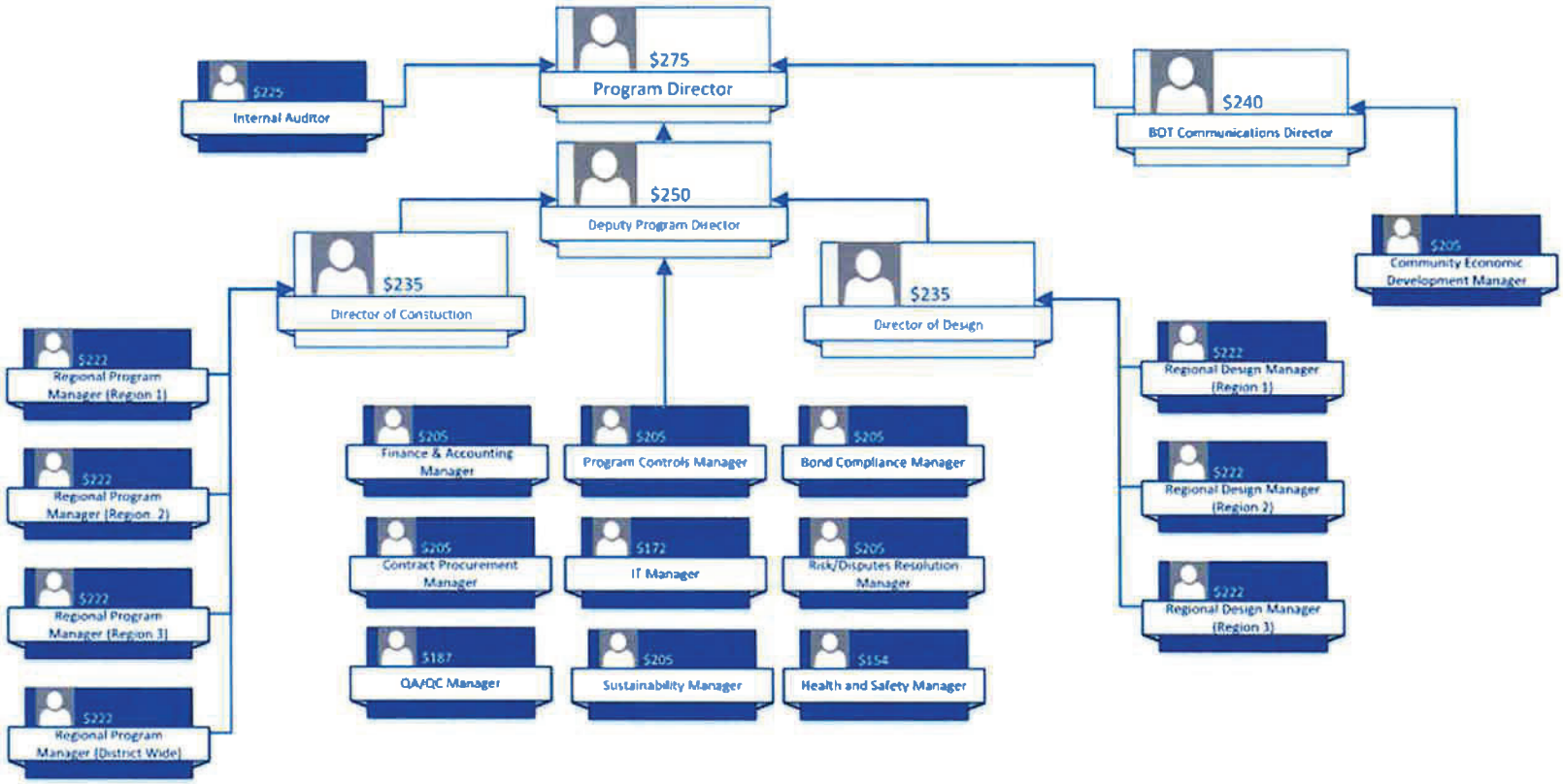
8) Procurement/Contracts Management – How will the PM establish clear guidance and direction for administering program contracting services and outreach to vendors?

9) Cost/Financial Management – How will the PM establish and/or maintain standard procedures for managing bond fund transfers, invoice control, disbursement processes and audit procedures?

10) Governance Management – How will the PM establish and maintain processes that govern the Board/committees that oversee the bond – BOT, FMPOC, COC and DCOC?

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 3
KEY PERSONNEL AND MANDATORY HOURLY STAFFING RATES



Note: White/unshaded indicates positions that must be employees of Proposer.

BuildLACCD Staffing Bill Rates

Title	Bill Rate
Program Director*	$ 275.00
Deputy Program Director*	$ 250.00
BOT Communications Director*	$ 240.00
Director of Construction*	$ 235.00
Director of Design*	$ 235.00
Internal Auditor*	$ 225.00
Regional Program Manager (Region 1)*	$ 222.00
Regional Program Manager (Region 2)*	$ 222.00
Regional Program Manager (Region 3)*	$ 222.00
Regional Program Manager (Distrcit Wide)*	$ 222.00
Regional Design Manager (Region 1)*	$ 222.00
Regional Design Manager (Region 2)*	$ 222.00
Regional Design Manager (Region 3)*	$ 222.00
Finance & Accounting Manager*	$ 205.00
Program Controls Manager*	$ 205.00
Bond Compliance Manager*	$ 205.00
Contract Procurement Manager*	$ 205.00
IT Manager*	$ 172.00
Risk/Disputes Resolution*	$ 205.00
QA/QC Manager*	$ 187.00
Sustainability Manager*	$ 205.00
Community Economic Development Manager*	$ 205.00
Health and Safety Manager*	$ 154.00
Project Accountant I	$ 70.00
Project Accountant II	$ 78.00
Project Accountant III	$ 83.00
Project Accountant IV	$ 88.00
Senior Staff Accountant	$ 115.00
Project Accounting Lead	$ 138.00
Business Analyst I	$ 90.00
Business Analyst II	$ 120.00
Business Analyst III	$ 132.00
Business Analyst IV	$ 145.00
Business Analyst V	$ 152.00
Architect I	$ 90.00
Architect II	$ 124.00
Architect III	$ 133.00
Architect IV	$ 149.00
Architect V	$ 163.00
Designer I	$ 58.00
Designer II	$ 73.00
Desgner III	$ 110.00
Designer IV	$ 132.00
Designer V	$ 142.00
Program Design Manager	$ 200.00
Energy Specialist	$ 170.00
BIM GIS Coordinator I	$ 53.00
BIM GIS Coordinator II	$ 79.00
BIM GIS Coordinator III	$ 105.00
BIM GIS Coordinator IV	$ 123.00
BIM GIS Coordinator V	$ 133.00
BIM GIS Lead	$ 169.00
Asset/Move Coordinator I	$ 95.00
Asset/Move Coordinator II	$ 115.00
Asset/Move Project Manager I	$ 126.00
Asset/Move Project Manager II	$ 142.00
Asset/Move Project Manager III	$ 158.00
Asset/Move Project Manager IV	$ 185.00
Asset/Move Department Lead	$ 190.00

Engineer I (MEP/Structural)	$	95.00
Engineer II (MEP/Structural)	$	115.00
Engineer III (MEP/Structural)	$	137.00
Engineer IV (MEP/Structural)	$	147.00
Engineer V (MEP/Structural)	$	158.00
Programmer/Analyst I	$	110.00
Programmer/Analyst II	$	126.00
Programmer/Analyst III	$	142.00
Computer Specialist I	$	84.00
Computer Specialist II	$	100.00
Computer Specialist III	$	115.00
Database Administrator I	$	100.00
Database Administrator II	$	121.00
Database Administrator III	$	139.00
Systems Engineer I	$	90.00
Systems Engineer II	$	105.00
Systems Engineer III	$	121.00
IT Analyst I	$	84.00
IT Analyst II	$	100.00
IT Coordinator	$	121.00
IT Program Manager I	$	158.00
IT Support Lead	$	152.00
Construction Manager I	$	120.00
Construction Manager II	$	135.00
Construction Manager III	$	155.00
Construction Manager IV	$	165.00
Construction Manager V	$	180.00
Project Manager I	$	158.00
Project Manager II	$	168.00
Project Manager III	$	184.00
Project Manager IV	$	200.00
Project Manager V	$	222.00
Program Manager I	$	158.00
Program Manager II	$	168.00
Program Manager III	$	184.00
Program Manager IV	$	200.00
Program Manager V	$	222.00
Design Manager I	$	158.00
Design Manager II	$	168.00
Design Manager III	$	184.00
Design Compliance Manager	$	205.00
Project Engineer I	$	92.00
Project Engineer II	$	108.00
Project Engineer III	$	130.00
Project Engineer IV	$	138.00
Program Engineer I	$	92.00
Program Engineer II	$	108.00
Program Engineer III	$	130.00
Program Engineer IV	$	138.00
Estimator I	$	110.00
Estimator II	$	132.00
Estimator III	$	153.00
Estimator IV	$	173.00
Estimator V	$	195.00
Project Coordinator I	$	68.00
Project Coordinator II	$	83.00
Project Coordinator III	$	100.00
Project Coordinator IV	$	129.00
Project Coordinator V	$	140.00
Safety Coordinator	$	90.00
Scheduler I	$	115.00
Scheduler II	$	137.00
Scheduler III	$	152.00

Scheduler IV	$	168.00
Scheduler V	$	173.00
Scheduler Lead	$	178.00
Project Controls Specialist I	$	84.00
Project Controls Specialist II	$	105.00
Project Controls Specialist III	$	126.00
Project Controls Specialist IV	$	137.00
Project Controls Specialist V	$	152.00
Project Controls Specialist VI	$	173.00
Program Control Technical Specialist	$	190.00
Quality Assurance Specialist I	$	63.00
Quality Assurance Specialist II	$	84.00
Quality Assurance Specialist III	$	115.00
Quality Assurance Specialist IV	$	132.00
Quality Assurance Specialist V	$	148.00
Office Manager	$	90.00
Administrative Assistant I	$	58.00
Administrative Assistant II	$	68.00
Administrative Assistant III	$	79.00
Administrative Assistant IV	$	92.00
Administrative Support I	$	68.00
Administrative Support II	$	79.00
Administrative Support III	$	92.00
Administrative Support IV	$	108.00
Contract Administrator I	$	82.00
Contract Administrator II	$	97.00
Contract Administrator III	$	121.00
Contract Administrator IV	$	135.00
Contract Administrator V	$	147.00
Contract Administrator VI	$	163.00
Contracts Lead	$	175.00
Internal Auditor	$	150.00
Lead Internal Auditor	$	225.00
Legal & Claims	$	155.00
Risk Manager	$	170.00
Document Control Coordinator I	$	68.00
Document Control Coordinator II	$	79.00
Document Control Coordinator III	$	92.00
Document Control Coordinator IV	$	98.00
Document Control Manager	$	112.00
Resource Manager	$	131.00
Office Engineer I	$	42.00
Office Engineer II	$	53.00
Communications Specialist I	$	68.00
Communications Specialist II	$	95.00
Communications Specialist III	$	146.00
Communications Specialist IV	$	168.00
Communications Specialist V	$	184.00

*Indicates Key Personnel as defined in organization chart

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 4
PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

RFP 23-12 – Program Management Services

PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

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PART 1 – PROPOSAL REQUIREMENTS

1.0 Format of Proposals

1.0.1 Proposals shall be typed and submitted in accordance with the requirements of this Attachment No. 4 and the other RFP Documents.

.1 Technical Proposals and Staffing and Pricing Proposals shall be separately packaged as required by Section 5.1 of the RFP Instructions, including, but not limited to the submission of the Proposer's completed and signed Attachment No. 6 –"Financial Capacity Questionnaire" and all financial information requested in the RFP in a separately sealed envelope, enclosed within the Technical Proposal package.

.2 Within each of the two packages containing the Technical Proposal and Staffing and Pricing Proposal shall be included one (1) paper original, marked "Original" and seven (7) paper copies, marked "Copy", along with a copy of the entire Proposal in electronic form on CD, flash drive, or other similar storage device.

.3 All paper originals and copies of Proposals shall be (1) on recycled paper, with double-sided printing and (2) on 8 ½ x 11 inch sheets (except that any schedules, organization charts, and staffing plans may be provided in 11" x 17," single sided sheets, in which case each printed side of such 11" x 17" sheet will be counted as one page).

.4 The original and each paper copy of a Proposal shall be separately bound in a ring binder or other simple method of fastening.

.5 Proposals shall be typed and not include any unnecessarily elaborate or generic promotional materials.

1.0.2 Each Proposal shall be accompanied by a letter of transmittal located at the beginning of the Proposal. The letter of transmittal shall not be longer than two pages. The letter of transmittal shall be addressed to Los Angeles Community College District, Business Services, Procurement Unit, 6th Floor, 770 Wilshire Blvd, Los Angeles, CA 90017, Attention: Dorothea Mc Farline Procurement Manager, and shall, at a minimum, contain the following:

.1 identification (name, address, and telephone number) of the Proposer;

.2 name, title, address, telephone number, and email address of a contact person on behalf of the Proposer for the duration of the RFP process;

.3 the following statement: "We have carefully read and understand all of the provisions of this RFP and agree to be bound by them. We have also carefully read and reviewed the terms and conditions of the Program Management Agreement attached to the RFP and, by submitting this Proposal, understand that this is the agreement that we will be expected to execute if we are successful in receiving award."

.4 a statement affirming that the Proposal shall remain valid for a period of one hundred and twenty (120) calendar days following the deadline for submission of Proposals set forth in the RFP Schedule; and

.5 signature of a person authorized to bind the Proposer to the terms of the Proposal, to negotiate contract terms, and make binding contractual commitments in respect to all matters relating to the RFP, accompanied by an affirmative statement that such person has such authority to sign contracts on behalf of the Proposer.

1.0.3 Each Proposal shall include, immediately following the letter of transmittal, a complete table of contents of all information and exhibits included in the Proposal, including page numbers.

1.0.4 Except as otherwise stated in this Paragraph 1.0.4, the Technical Proposal shall not contain more than 50 sheets, printed double-sided (i.e., 100 pages). A page that is only partially used shall constitute a full page. The following are not included in or subject to the foregoing page limitation: front and back covers and tabs, letters of transmittal, District forms attached to the RFP Instructions that are required to be signed and submitted by the Proposer with its Proposals, resumes, and Proposer's financial statements (or permissible financial information in lieu of financial statements).

1.0.5 Print used in all portions of a Proposal, including inserts and footnotes, shall not be a font size not smaller than approximately 11.

1.1 Proposer's Organizational Structure

1.1.1 Each Technical Proposal shall provide, in no more than two (2) pages, a brief history of the Proposer's firm that includes:

.1 the legal form (i.e., corporation, LLC, LLP, etc.) under which the Proposer conducts its business;

.2 the jurisdiction (i.e., state) in which the Proposer was originally formed, the date of such formation, and the status of the Proposer's current filings with the Office of the Secretary of State for the State of California authorizing the Proposer to conduct business in the State of California;

.3 the names of the Proposer's current directors and senior officers within the Proposer's organization who would be directly involved in the chain of responsibility and reporting related to the Proposer's performance of the Program Management Agreement by Proposer's list of Key Personnel;

.4 the number of years Proposer has been in business, the types of business conducted by the Proposer during that time, the percentage of the Proposer's business currently devoted to program management over the past five (5) years and currently, and the percentage of Proposer's business devoted to program management of school and community college facilities development over the past five (5) years and currently;

.5 any mergers or acquisitions occurring within the past three (3) years and any mergers or acquisitions currently planned to occur in the next twelve (12) months;

.6 any professional and construction contracting licenses currently issued in the name of Proposer as the licensee;

.7 the location of the Proposer's parent office(s);

.8 the location of the office that will be principally responsible for performance of the Program Management Agreement and for such office the total number of staff working in such office, the total gross revenues attributed to such office for each of the past three (3) years, approximate allocation of those annual gross revenues to program management services, and the portion of such annual program management services gross revenues allocable to program management services for school and community college districts;

.9 if the Proposer intends to utilize resources from more than one office, which office locations will be utilized and how the services will be allocated and coordinated among offices; and

.10 whether a current general contractor license (classification B-1) has been issued by the State of California in the name of Proposer, and if so the following information relating such license: (1) the name of the licensee to whom the license is issue; and (2) the following additional information relating to such license: license number, dates of license issuance and expiration, license classification, name of current qualifier (RMO or RME) and other construction contracting licenses held by the same qualifier (RMO or RME) in the past five (5) years, and whether said license has been suspended or revoked in the past five (5) years (if so, explain reasons for the suspension or revocation); and

.11 whether the Proposer currently meets the licensing requirements of the State of California for performance of professional architectural or engineering services, and if so the following information relating to such licensing qualifications: (1) the name of the individual employed by Proposer who holds an architectural or engineering license and who is responsible charge of the Proposer's performance of professional architectural or engineering services; and (2) the following additional information relating to said individual's license: license number, dates of issuance and expiration, license classification, and whether said license has been suspended or revoked in the past five (5) years (if so, explain reasons for the suspension or revocation).

1.2 Proposer's Personnel Qualifications

1.2.1 Each Technical Proposal shall describe the organizational structure of the team, including Subconsultants and Key Personnel, that will be devoted to performance of the Program Management Agreement, in the following format:

.1 an organization chart showing the job titles reporting responsibilities and organization of all proposed Key Personnel and Subconsultants;

.2 Key Personnel job descriptions and reporting responsibilities, and identification of all individuals performing functions of Key Personnel. The following constitute the preferred (but not mandatory) qualifications of Key Personnel (job descriptions marked with an " * " must be performed by employees of Proposer):

(1) **Program Director:*** The Program Director is the Program Manager's functional lead, responsible for directing and managing all aspects of the

Bond Program. The Program Director shall report to the District's Chief Facilities Executive. Qualifications: 10+ years' experience in managing multi-million dollar, multi-year, and multi-project building programs, BA in Business Administration or similar, and MS in Construction Management or related fields such as engineering, architecture, or planning, or 15+ years field experience in similar/related fields, familiar with application of metrics and project controls software applications.

(2) **Deputy Program Director:*** The Deputy Program Manager assists the Program Director with the day-to-day operations of the Bond Program and serve as the acting Program Director in the Program Director's absence. Qualifications: 7+ years' experience working on multi-million dollar, multi-year, and multi-project building programs, BA in Business Administration or similar, MS in Construction Management or related fields, such as engineering, architecture, or planning, or 10+ years field experience in similar/related fields, familiar with application of metrics and project controls software applications.

(3) **Internal Auditor Liaison.** The Internal Auditor Liaison (a) plans, organizes, coordinates, directs, and conducts complex internal operational, compliance, financial, performance audits and investigations involving Build-LACCD program operations, (b) performs vulnerability assessments, internal controls, inspections, and operations at various College campus locations, satellites and Program Management Office (PMO) main office, (c) coordinates with third party PMO internal audit firm and liaise to any/all audit functions the Bond Program utilizes, (d) gathers and comprehensively investigates and audits, if requested, other aspects or information about the PMO, CPT and other various Bond Program locations and operations at the discretion and direction of District staff and Program Director, (e) evaluates District operations in terms of their adherence to prescribed policies and applicable laws and regulations, operational efficiency, economical use of property and personnel, effective control over expenditures, receipts, revenues and assets, proper accounting for financial transactions, production and reporting of accurate, reliable, timely, and useful financial data, (f) examines records to determine the accuracy of presentation of facts, propriety and legality of transactions, and compliance with established policies and procedures, (g) performs special investigations at locations throughout the Build-LACCD program to resolve discrepancies discovered by audits, (h) participates in investigations involving fraudulent activities, fraud control, vulnerability assessments, internal controls, inspections, and operational surveys and reports on findings, and (i) communicates audit related issues, including audit status, findings, conclusions, and significant problems to District Management Staff, Chief Facilities Executive and/or Build-LACCD Program Director as the audit field work progresses.

Qualifications: BA in Accounting, Finance, Business Administration or similar, 10 years' experience working in a similar/related field.

(4) **Board of Trustees (BOT) Communications Director:*** The BOT Communications Director (a) manages and conducts quality checks all written communications between the Program Management Office and the Board of Trustees, (b) schedules briefings, reports and submittals of studies, (c) responds to requests for information and (d) maintains an historical database of all communications and meeting minutes. Qualifications: BA in Business Administration, Political Science or similar, 8 years' experience working in a liaison/clerical support role, very strong writing skills, legal background strongly desired.

(5) **Director of Design:*** The Director of Design (a) establishes guidelines, standards, design tools, processes, and procedures for the preparation, coordination, review, and approval of all Campus Projects, (b) enforces District-wide and DSA design standards, (c) coordinates interfacing between College infrastructure committees and those conducting various review efforts (including constructability, value engineering, LEED, and DSA reviews), (d) oversees application of BIM modeling, (e) oversees and interfaces with construction estimating consultants, (f) oversees the project design consultant solicitation process, (g) oversees the project competitive bidding, competitive negotiation and award process, and (h) negotiates contracts. Qualifications: BS in Architecture or Engineering, architecture or professional engineering license. At least ten (10) years' experience in school or community college design in the State of California, 5 years' experience working on large school or community college bond programs, demonstrated experience with DSA standards.

(6) **Director of Construction.*** The Director of Construction (a) manages the activities of regional program management teams, (b) oversees and monitors all active construction projects on behalf of the Program Manager, (c) participates in Campus Project design reviews prior to competitive bidding, (d) oversees and monitors contractor negotiations and award processes, (e) prepares and organizes District-focused trainings for project and construction managers, (f) implements common construction management practices consistent with the Standard Operating Procedures, (g) monitors the activities of the College Project Leadership Teams (CPLT) and other members of the College Project Teams (CPT), (h) monitors construction progress and contractor performance, (i) coordinates construction management with program controls, risk, quality control and assurance, safety, whole building commissioning and inspection, (j) oversees change order and project closeout processes (including but not limited, to DSA certification) and (k) conducts site visits on a regular basis to validate work in place.

Qualifications: BS in Engineering, Construction Management or related field, such as architecture or planning, at least 8+ years managing multi-million dollar, multi-year, and multi-project building program construction, 3+ years on large multi- million dollar bond programs.

(7) **Community Economic Development Manager:** The Community Economic Development Manager (a) manages and monitors the implementation of the Local Worker Hiring Program to achieve the 35% local worker hiring goal on all construction services contracts, (b) ensures District-wide access to pre-apprenticeship construction training and union apprenticeship programs for local residents in partnership with contractors, unions, college campuses, and community-based organizations, (c) manages the daily activities of the CED Program staff, (d) develops and maintains partnerships with District-wide business and trade organizations, community-based organizations, faith-based organizations, local agencies, community leaders, and trade unions to maximize LSEDV business and local worker participation, (e) works with contractors to encourage sponsoring and placement opportunities for Disadvantaged Workers, (f) manages the B2GNow system and LCP Tracker reports (including verification that information is accurate), (g) provides (as needed) training for businesses and contractors, (h) provides customized reports to monitor LSEDV goal compliance, (i) provides counsel regarding business, administrative, or management aspects of the LSEDV and Local Worker Hiring programs, (j) provides analysis and feedback on potential impacts of proposed policies on small business, local worker, and contractor participation, (k) manages the outreach programs sponsored by the individual Colleges and (l) periodically posts press releases and advisories on College CED events and similar or related events. Qualifications: BA in Business Administration or similar, 8+ years' experience working in a similar/related field.

(8) **Regional Program Managers (3):** The Regional Construction Managers (which shall include three regional managers each assigned to a region) (a) participate in Campus Project design reviews, (b) oversee contract competitive bid, competitive negotiation, and award processes, (d) prepare and organize training, (e) implement standardized common construction management practices, (f) monitor the activities of the CPTs, construction progress, design process, and contractor performance, (g) coordinate construction management with program controls, risk, quality, health, and safety field inspection functions and (h) oversee all change orders, task orders, field orders, white papers, reporting, commissioning, closeout and similar or related processes. Qualifications: BS in Engineering, Construction Management or related field, such as architecture or planning, at least 8 years managing multi-million dollar, multi-year, and multi-project building program construction, 5 years on large multi- million dollar school or community college bond programs.

(9) **Regional Manager Regional Program Manager (District Wide)**: With respect to District projects that are not assigned to a specific region that is under the

review responsibility of a Regional Construction Manager, the Regional Manager DPs (a) participates in Campus Project design reviews, (b) oversees contract competitive bid, competitive negotiation, and award processes, (c) prepares and organizes training, (d) implements standardized common construction management practices, (e) monitors the activities of the CPTs, construction progress, design process, and contractor performance, (f) coordinates construction management with program controls, risk, quality, health, and safety field inspection functions and (g) oversees all change orders, task orders, field orders, white papers, reporting, commissioning, closeout and similar or related processes. Qualifications: BS in Engineering, Construction Management or related field, such as architecture or planning, at least 8 years managing multi-million dollar, multi-year, and multi-project building program construction, 5 years on large multi- million dollar school or community college bond programs.

(10) **Regional Design Managers (3)**: The Regional Design Managers (which shall include three regional managers each assigned to a region) (a) participate in College Project design reviews, (b) review and monitor schematic, design development and construction documents for compliance with District and individual College design standards and guidelines, (c) assist in verification that PPCs, basis of design and OPRs are consistent prior to procurement solicitations, (d) monitor performance and workloads of CPT's design managers, (e) coordinate with DSA liaison related to DSA issues, priority setting and DSA reviews, (f) make recommendations related to resolution of construction change directors and field orders and revisions proposed by design professionals and contractors and (g) is responsible for timely DSA certification of all projects assigned to the region. Qualifications: BS in Architecture or Engineering, architecture or professional engineering license. At least 8 years' experience in school or community college design in the State of California, 5 years' experience working on large school or community college bond programs, demonstrated experience with DSA standards.

(11) **Program Controls Manager:** The Program Controls Manager (a) is responsible for systems implementation, including deployment and configuration of an enterprise-wide project management tool, such as Primavera 6.2 or 6.8 (or comparable), (b) provides support and training for all Primavera users for the latest Primavera 6.8 version (or comparable), (c) oversees the planning software implementation engagements, (d) assists in developing the Application Administration criteria for all Project Site-Administrators and mentors and supports them through the integration process, (e) develops organizational-specific project work breakdown structures (WBS) for Campus Projects within their databases, (f) implements enterprise level data (OBS, WBS/CBS Dictionaries) at the Global/EPS/Project specific levels, (g) assists with creating resource/cost loaded integrated schedules by maintaining and providing proper Cost and Resource Dictionaries in the databases, (h) provides end-user Primavera (or comparable) training and education to schedulers of all levels and Onsite/Remote Application Support, (i) works closely with all levels of the

organization to ensure accurate and timely cost and schedule controls are put in place and maintained during the Bond Program lifecycle, (j) directly supports Campus Projects by proactively implementing processes and methodologies related to planning, scheduling, cost analysis, estimating, risk assessment, cost, and schedule performance, resource requirements, capacity, and productivity analyses, (k) implements integrated planning, cost, and scheduling control concepts and techniques, including assessment of critical paths, resource loaded schedules, change order process tracking, and earned-value analysis, (l) evaluates changes in contracts, schedules, finances, and resources to determine their impacts on the Bond Program and reports potential problems and recommend solutions to the program management team, (m) routinely reviews project risk/issue logs, assesses risk impact and takes immediate action in the form of routine corrective or short-term workarounds, (n) reports on significant residual impacts after actions are taken with respect to cost, schedule, quality, technical, and programmatic risks, (o) employs analytical skills and the use of software to transform and summarize project data into tailored information to facilitate communication within various levels of the program organization, (p) teams with management to plan manpower requirements, workload distribution, proposal development cost factors, and organization budgets and (q) is responsible, working in conjunction with the Contract Procurement Manager, in matters related to procurement, managing and implementing all matters related to the administration of the Project Labor Agreement and Amended Project Labor Agreement and monitoring compliance with the Project Labor Agreement, Amended Project Labor Agreement and other requirements of applicable labor laws and regulations. Qualifications: BS in Engineering or related field, familiar with application of metrics and project controls software applications, 8+ years of program management experience with at least 2+ years working in a school or community college bond program environment, 5+ years of experience with Oracle Primavera P6 (or comparable). Experience with Oracle Primavera (or comparable) Contractor, Cost Manager, Risk Manager, and Enterprise Reporting Data warehouse; in-depth understanding of Change Management, Risk Management and Quality Management; experience leading teams of functional/technical consultants; strong communication and client management skills required.

(12) **The Finance & Accounting Manager:** The Finance Manager (a) oversees encumbered purchase orders (contracts) and their approval, (b) oversees the processing of all invoices, approves and process cash disbursements, and disbursements of funds, (c) coordinates bond drawdown, (d) coordinates with external auditors, (e) maintains vendor files, B/L chart of accounts and project/financial ID numbers and (f) performs financial reconciliations and other functions related to capitalization of assets and asset management. Qualifications: BS in Financial Management or similar, Masters in Business Administration or similar, CPA or CMA certification 8+ years' experience working in a school bond program environment, experience with SAP

Financial Management software, ability to establish and implement financial policy and procedures, and have a passion for accuracy and details.

(13) **Bond Compliance Manager:** The Bond Compliance Manager (a) serves as a "subject matter expert" to the Program Director with respect to school bond regulations and requirements, (b) attends all Bond Program meetings called by the District and or advisory committees, (c) participates as an advisor on policy and procedure determinations, (d) coordinates and interfaces with Bond Program auditors and the Office of the Bond Program Monitor, (e) prepares bi-annual reports on bond compliance and (f) makes recommendations for adjustments and improvements. Qualifications: BA in Business Administration or similar, MBA in Financial Management, 8+ years' experience working in a school or community college bond program environment.

(14) **Contract Procurement Manager.** The Contract Procurement Manager (a) monitors compliance with the State of California and LACCD procurement practices for professional services and FF&E, (b) monitors procurements for conduct in a manner that is fair, ethical, and complies with laws and regulatory requirements, including, without limitation, outreach, training and dissemination of information relating to the requirements of the Project Labor Agreement, labor laws and regulations, and disadvantaged, small, local, and emerging business procurement goals, (c) serves as liaison with the CPLTs and other members of the CPTs to implement the goals of the Bond Program while maintaining compliance with all applicable policy, regulatory, and legal requirements and (d) oversees the inventorying, photographing, tagging, and posting to a database of all FF&E items. Qualifications: BA in Business Administration or similar, 5+ years' experience in institutional contract management and procurement, 3+ years working on school or community college bond programs.

(15) **Risk/Disputes Resolution Manager:** The Risk/Disputes Resolution Manager (a) plans and implements a program-wide Risk Management Plan, utilizing risk management software similar to Risk Radar Enterprise, to address the fundamental management processes of risk management, such as identifying, analyzing, prioritizing, and tracking risk drivers, (b) develops plans for risk mitigation and resources evaluation to handle risk, (c) conducts "Risk Review Boards" and periodic reporting of risk management and mitigation efforts, (d) participates in the planning and management of program contingencies, (e) oversees the OCIP program, (f) timely administers claims made against the District, including investigations into claims and evaluation

and settlement of claims within the guidelines set by the District, (g) establishes a procedure for collecting, evaluating, and filing documentation to support rejection or payment of claims and (h) under direction of Chief Facilities Executive assigns and monitors legal counsel handling legal representation of District in regard to prosecution or defense of claims and reviews and approves legal counsel invoices for services. Qualifications: BS degree, MS in Risk Management or similar, an accredited Enterprise Risk Management certification, 5+ year experience in implementing and maintaining a risk management system in an enterprise environment and working in the field of claims management, 2+ years working on a school bond program. The Proposer may propose either one (1) person or two (2) persons to perform the tasks assigned to the "Risks/Disputes Resolution Manager." If two (2) persons are identified, Proposer shall explain the separate functions to be performed by each.

(16) **IT Manager:** The IT Manager (a) provides strategic and technical leadership for the Bond Program's Oracle (or comparable) infrastructure, (b) oversees Bond Program planning, database upgrading, and the designing of and planning for Oracle (or comparable) based applications, (c) supervises the maintenance, monitoring, backup, and disaster recovery support for the production and development of Oracle (or comparable) databases and (d) supervises professional, paraprofessional and technical personnel involved in the development of new and/or maintenance and operation of existing information technology systems. Qualifications: BS in IT or similar, 8+ years of experience with Oracle (or comparable) database administration activities, be proficient at installing, configuring, maintaining, upgrading and patching Oracle (or comparable) software.

(17) **Quality Assurance/Quality Control (QA/QC) Manager:** The Quality Assurance/Quality Control Manager (a) creates quality standards to be incorporated into comprehensive procedures governing the Bond Program, (b) establishes an organized quality audit system that tracks compliance with Bond Program processes and procedures at both the Bond Program and Campus Projects levels, (c) develops performance metrics to be met by CPLTs and other members of the CPTs and Program Manager's staff overseeing CPLTs and other members of the CPTs, (d) monitors compliance by CPLTs, other members of the CPTs and Program Manager's staff with performance metrics, (e) organizes training programs for dissemination of information on Bond Program processes and procedures, (f) reports on status of quality assurance procedures, such as on-going continuous improvement training and tracking areas of concern that need improvement, (g) provides

recommendations for adjustment to processes and procedures and (h) develops a lessons-learned library. Qualifications: BA in Business Administration or similar, MS in Quality Assurance, USACE (or comparable) Certification as Quality Manager, 5+ years' experience as a Quality Manager on large multi-project programs.

(18) **Sustainability Manager:** The Sustainability Manager (a) works closely with the Program Manager's departments, College Project Teams and College staff on sustainability project initiatives consistent with LACCD sustainability goals related to the building program, (b) maintains a repository of sustainability initiatives and accomplishments achieved, (c) serves as a sustainability liaison with internal departments and external partners, (d) works with District and Program Manager's leadership on special sustainability projects, (e) researches best practices in sustainability and benchmarking, (f) manages staff as directly assigned, (g) assists with the development, review and delivery of policies, procedures and training related to sustainability projects and goals, (h) coordinates activities with District sustainability manager and (i) coordinates with Program Manager and CPTs on project execution activities related to sustainability projects. Qualifications: BA in Environmental Engineering or similar, 6+ years' experience working in a similar/related field..

(19) **Health & Safety Manager**: The Health & Safety Manager (a) is responsible for the planning, training, and maintenance of all accident prevention and health/safety standards, (b) works with the QA/QC Manager to establish emergency response plans and environmental and hazardous materials handling, (c) conducts field site inspections and (d) maintains records of all safety meetings and injury reports. Qualifications: BS in Safety or related field, 5+ years' experience as a program-level Health and Safety Officer in California, recently completed OSHA's 40 hour course, 40 hour Hazmat course, and certified by OSHA as a "Competent Person

.3 For each person identified in the Technical Proposal to perform a Key Personnel function, the Proposer shall include the following:

(1) full name;

(2) a resume for the individual that includes, at a minimum, educational history, professional and industry associations and certifications, current licenses, and work history, which describes in detail and with specificity the roles and responsibilities assumed and performed by the individual for each such project or program, and any other information confirmatory of the fact that

the individual meets the "minimum" qualification requirements for that Key Personnel position as set forth above;;

(3) a brief summary of his/her experience in performing services comparable to the services that he/she is being proposed to provide for the Bond Program; and

(4) Project References for at least three (3) building projects or programs on which the individual has performed services within the past ten (10) years comparable to the Services that he/she is being proposed to provide for the Bond Program, including all of the information requested about each project or program that is requested in Section 1.3, below (applicable to Projects performed by the Proposer firm).

1.2.2 Each Technical Proposal shall identify all Subconsultants, including the following information:

.1 the Subconsultant's firm name;

.2 the name of the individual employed by the Subconsultant who will be performing Services in an Initial Key Personnel position and and the Initial Key Personnel position for which that individual is being proposed;

.3 a brief summary of the experience and qualifications of such individual and Project References for at least three (3) building projects or programs on which such individual has performed services within the past ten (10) years comparable to the Services that the individual is being proposed to provide for the Bond Program, including all of the information requested in Section 1.3, below (applicable to Projects performed by the Proposer firm); and

.4 a brief description of other working relationships or arrangements entered into between the Proposer and the Subconsultant within the past five (5) years involving the performance of project management/construction management services.

1.3 Proposer's Firm Experience

1.3.1 Each Technical Proposal shall describe the Proposer's experience in performing program management services on large, multi-year public works capital improvement programs involving multiple contracts, multiple projects, and geographically dispersed project sites. Experience shall be of the Proposer, as a firm or company, and not experience of individuals that occurred prior to their becoming employed by the Proposer.

1.3.2 Descriptions shall include, at a minimum, for each building program managed by the Proposer, the following information:

.1 the public agency, department, district, or political subdivision having authority to conduct the building program;

.2 the types of buildings or facilities design and constructed under the building program;

.3 the size of the building program as measured by total value of construction contracts managed by the Proposer;

.4 the period of time (dates and durations) that Proposer managed the building program;

.5 the funding sources for the building program;

.6 the approximate amount of total compensation paid to the Proposer for its performance as program manager;

.7 the names of any persons working on the building program who are among those included in the list of Key Personnel included in the Proposal;

.8 any significant achievements accomplished by the Proposer;

.9 the content of any evaluations or audits of the Proposer's performance, including both positive and negative evaluations; and

.10 any other significant factors that the Proposer would like the District to consider, focusing in particular on lessons learned that enable the Proposer to anticipate and proactively address the types of challenges that are likely to be faced in performing for the District's Bond Program.

1.3.3 Each Technical Proposal shall include a narrative summarizing the depth and extent of Proposer's experience working with the Division of the State Architect ("DSA") and Title 24 of the California Code of Regulations.

1.4 Proposer's Financial Capacity

1.4.1 All Proposers shall submit, in a separately sealed envelope, enclosed within the Technical Proposal package, containing the Proposer's completed and signed Attachment No. 6 – "Financial Capacity Questionnaire" and all financial information requested in the RFP as supporting information relating to the Proposer's financial capacity to perform. As described in the RFP Instructions, the Financial Capacity Questionnaire and its corresponding submittals

will be separately scored on a pass/fail basis by the District's independent financial consultant.

1.5 Claims History

1.5.1 Each Proposer shall submit as part of its Technical Proposal a summary of whether or not any of the following events has occurred within the past (5) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

.1 failure by Proposer or any Subconsultant to enter into a contract to which it has received an award by a public entity;

.2 forfeiture of a bid or proposal bond by Proposer or any Subconsultant;

.3 termination for default under a contract awarded by a public entity to Proposer or any Subconsultant;

.4 debarment of Proposer or any Subconsultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification);

.5 determination of Proposer or any Subconsultant as a non-responsible bidder by any municipal, county, state, federal, or local agency (note: such a determination is grounds for automatic disqualification);

.6 the filing of a lawsuit or arbitration in which the Proposer or a Subconsultant was a defendant or cross-defendant at any time within the past five (5) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Proposer or the Subconsultant of more than $100,000.00;

.7 conviction of Proposer, a Subconsultant, or any of their principals or officers for violation of a state of federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification);

.8 any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to Proposer or a Subconsultant;

.9 any fines or citations issued by any regulatory agency, such as, without limitation, OSHA, EPA, etc., during the past five (5) years; or

.10 any felony convictions by any person who is a director, officer, or managing employee or Proposer or any Subconsultant or who is a person who is proposed by the Proposer to occupy a Key Personnel position (note: such conviction is grounds for automatic disqualification).

1.5.2 Failure to disclose any circumstances requested in the preceding paragraphs is grounds for disqualification.

1.6 Program Management Plan/Technical Approach

1.6.1 Each Proposer shall include in its Technical Proposal a narrative summary of the Proposer's technical approach to performing the professional program management services required for the Bond Program under the terms of the Program Management Agreement. The Proposer's description of its technical approach shall be organized in accordance with, and shall be responsive to the questions set forth in, the outline set forth in Attachment No. 2 – "Required Elements of Program Management Plan" including the following "Required Elements:"

.1 Integration Management;
.2 Scope Management;
.3 Quality Assurance Management;
.4 Time/Schedule Management;
.5 Human Resource Management;
.6 Stakeholder/Communications Management;
.7 Risk Management;
.8 Procurement/Contracts Management;
.9 Cost/Financial Management;
.10 Governance Management.

1.6.2 As part of the Proposer's description of its Program Management Plan, for each of the above elements the Proposer shall delineate the following:

.1 Technical Narrative: A narrative describing the Proposer's approach to performing the management tasks required by that element of it Program Management Plan.

.2 Detailed Services: A list and description of proposed services to be provided within each category that is concise and thorough;

IMPORTANT NOTE: PROPOSERS ARE ADVISED THAT THEIR DETAILED DESCRIPTIONS OF PROPOSED SERVICES SHOULD BE DETAILED, CLEAR, COMPREHENSIVE, AND ARTICULATED IN MANNER THAT COMMITS THE PROPOSER TO ASSUMING A HIGH DEGREE OF RESPONSIBILITY IN PERFORMING THE TASKS AND SERVICES DESCRIBED. USAGE BY PROPOSERS IN THEIR DESCRIPTIONS OF WORDING THAT QUALIFIES THE LEVEL OF THE PROGRAM MANAGER'S LEVEL OF COMMMITTMENT AND PERFORMANCE TO "ENDEAVORING," "USING BEST EFFORTS," "ASSISTING," "PROVIDING ADVICE," OR SIMILAR PHRASEOLOGY, SHOULD BE AVOIDED WHEREVER APPROPRIATE AND REASONABLY POSSIBLE.

.3 Deliverables: A list and descriptions of proposed deliverables to be provided within the applicable element of the Program Management Plan;

.4 Technology Usage: A description of how the Proposer will utilize its technology, and what technology it proposes to use, to support its execution of its Program Management Plan; and

.5 Communications/Reporting: The methodology that the Proposer will use to gather source information (including, without limitation, information provided by CPTs) and communicate and report to the District with respect to the status of Proposer's performance of its Program Management Plan.

1.6.3 Paid Internships. Each Proposer shall separately describe as part of its Technical Approach and Program Management Plan a proposed plan for meeting the District's requirements in the Program Management Agreement for providing paid internship opportunities to currently-enrolled and qualified students of the Colleges, including, without limitation, proposed hourly intern compensation rates.

IMPORTANT NOTE: The foregoing Program Management Plan task assigned to the Proposers is for the purpose of facilitating an evaluation of the Proposer's ability to demonstrate and communicate in an organized, detailed and insightful manner, how it might organize and operate the Program Management office to meet needs of the District and its Colleges. Proposers acknowledge and agree that if selected, pursuant the processes set forth in the RFP Documents, for an Award of the Program Management Agreement, that as condition of such Award the District shall have the right, in its sole and absolute discretion, to designate any or all of the elements of the selected Proposer's Program Management Plan as enhancements to the descriptions of Basic Services set forth in Attachment No. 1 - Program Management Agreement. Those elements of a Proposer's Program Management Plan that are so-designated by the District shall be incorporated as written modifications to the descriptions of Basic Services set forth in Exhibit "D" to the Program Management Agreement. In addition to the foregoing, the District shall have the right, in its sole and absolute discretion, to designate any such enhanced elements of such Proposer's Program Management Plan that the District judges, in its sole and absolute discretion, to be of potentially significant added value to the District, as additional "Key Deliverables & Milestones" (as that term is defined in the Program Management Agreement) that shall be added to the list of Deliverables and Other Requirements set forth in Exhibit "E" to the Program

Management Agreement and with respect to which the District shall have the right to withhold additional amounts of "Milestone Retention" as defined in and pursuant to Paragraph 2.1.12 of the Program Management Agreement.

1.7 **Company Culture/Corporate Social Responsibility.** Proposers shall describe in detail in its Technical Proposal their firm/company's commitment to developing a culture of corporate social responsibility including, but not limited to the following elements:

1.7.1 Inclusivity: Proposers shall provide a detailed narrative that describes their past and present approach to inclusivity in general. This section should include one to two (1-2) examples that demonstrate the team's past performance and history of achievement on diversity and inclusion goals and commitments with public agency clients.

1.7.2 Advancing Equity and Social Justice: Proposers shall describe their approach to advancing equity and social justice within the District and beyond. The approach could include any one of the following:

.1 Cultural competency (justice, equity, inclusivity, and diversity) training and initiatives specific to the Proposer;

.2 Ability to obtain input from culturally diverse populations;

.3 Integrating the needs of historically disadvantaged populations into tasks and deliverables; and

.4 Opportunities for student engagement.

1.7.3 Corporate Social Responsibility: The District expects its vendors, consultants, and contractors to demonstrate corporate social, economic and environmental responsibility as "good citizens" of the community. Consistent with this expectation, Proposers shall describe their commitment to creating a culture of "Corporate Social Responsibility," which may include, without limitation, the following: (1) contributions, financial or otherwise, of a philanthropic, charitable, or altruistic nature to promote the welfare and well-being of the community, (2) policies and practices of sustainability to protect and preserve the environment and efficient use of resources; (3) ethical labor practices, including providing living wages and opportunities for advancement; and (4) encouragement of, and engagement in, volunteer activities.

1.7.4 Equal Employment Opportunity: Proposers shall include evidence of Proposer's equal employment opportunity policies and procedures which may include, but not necessarily be limited to adopted policies/plans and/or narrative responses.

1.7.5 Diversity, Equity, and Inclusion: District embraces an environment of diverse clientele, faculty, staff, students, researchers, practitioners, and professional support services. The District believes a workforce of differing backgrounds, professional and life experiences and perspectives

offer superior innovative, critically analyzed, and complete solutions to our unique business challenges. Demonstrate how Proposer's organization respects and support diversity, equity, and inclusion. Describe Proposer's commitments to diversity and related efforts, including efforts that encourage economic opportunities.

1.7.6. Commitment to Sustainability

.1 Proposers shall describe their past and current approach to achieving goals for sustainability and mitigating the impact of impact of its business on the environment. Describe Proposer's current expertise in environmental policies and practices as they relate to the District's adopted Board Resolution on Sustainability dated July 10, 2020.

.2 Describe Proposer's experience in the following areas:

(1) Demonstrated LEED and ZNE experience and capabilities.

(2) Expertise in state policies and goals concerning, and efforts to reduce, Greenhouse Gas (GHG) emissions.

(3) Implementation strategy and management of projects involving green and/or sustainable design with achievements in energy and environmental design, including LEED certification or other similar certifications.

1.7.7. Internship/Mentorship Program Experience Describe Proposer's internship or mentorship programs that have been established within its business form. If no internal programs exist, describe Proposer's role participating in internship programs with LACCD or other public agencies and specifically what value Proposer's program added to the development of those interns or mentees.

Include in the response to this section any of Proposer's internal programs that may exist within Proposer's organization related to promoting opportunities for formerly incarcerated persons, foster youth, or emancipated youth.

1.7.8 LSEDV Participation. Describe Proposer's plans to maximize the participation of Local, Small, Emerging, and Disabled-Veteran (LSEDV) owned businesses as part of its performance of the Program Management Agreement as well as within the overall Bond Program. Proposers should note that the Board has established goals and policies for LSEDV that apply to all Build Program contracts. Accordingly, Proposers should highlight the efforts they will commit to in order to advance this important Board goal consistent with its efforts in the other Company Culture/Social Responsibility factors set forth above. The District considers this an important factor in selection of the successful Proposer and it will be evaluated and scored as part of the evaluation of Technical Proposals as described below

1.8 References

1.8.1 Each Proposer shall list in its Technical Proposal three (3) References of a public agency, department, district, or other political subdivision for which Proposer has performed program management services on large, multi-year public works capital improvement programs involving multiple contracts, multiple projects, and geographically dispersed project sites. References provided may be the same or different from references given for Key Personnel; but if Reference Interviews are conducted for the purpose of evaluating past performance (as distinguished from communications with third parties for the purpose of investigating and confirming information provided in a Proposal), such Reference Interviews will be of only those References given in response to this Part 1.8.

1.8.2 For each Reference given in response to the preceding request for References, Proposer shall state:

.1 name;
.2 title;
.3 organization;
.4 name of project;
.5 contact Information, including address, telephone number, fax number, and email address;
.6 dates that services were provided;
.7 amount of total compensation under contract performed for Reference;
.8 Proposer's position or role;
.9 total value of facilities projects managed by Proposer for Reference; and
.10 if Proposer has performed more than one contract for the Reference, a brief overview of the history of the business relationship between the Proposer and the Reference.

PART 2 – TECHNICAL PROPOSAL EVALUATION CRITERIA

2.0 In the First Phase of the RFP process, the District will evaluate the qualifications, experience and capabilities set forth in each Technical Proposal and score each Technical Proposal according to the following Primary Evaluation Criteria:

	First Phase - Primary Evaluation Criteria	Max. Possible Points
1.	Proposer's Demonstrated Qualifications and Experience	400
2.	Proposer's Technical Approach/Program Management Plan	300
3.	Company Culture/Social Responsibility	200
4.	Claims History	100
	First Phase - Total Max. Possible Points	**1,000**

2.1 The Primary Evaluation Criteria set forth above shall be scored by the Evaluation Panel using the following allocation of maximum possible points for each of the following major evaluation subfactors:

2.1.1 Proposer's Demonstrated Qualifications and Experience = Maximum Possible 400 pts

.1	Firm Quals & Experience	=	Maximum Possible 150 pts
.2	Key Personnel Qual & Experience	=	Maximum Possible 250 pts

2.1.2 Proposer's Technical Approach/Program Management Plan = Maximum Possible 300 Pts

.1 Maximum possible 30 points for each of the ten (10) Required Elements of the Program Management Plan

2.1.3 Company Culture/Social Responsibility = Maximum Possible 200 Pts

.1	Response to Elements of Culture/Social Responsibility	= Maximum Possible 100 pts
.2	Response to LSEDV Participation Plan/Efforts	= Maximum Possible 100 pts

2.1.4 Claims History

.1	Bid/Proposal Contract & Bond Issues	=	Maximum Possible 30 pts
.2	Litigation/Termination for default	=	Maximum Possible 30 pts
.3	License/Regulatory Issues & Debarment	=	Maximum Possible 40 pts

PART 3 –INTERVIEW REQUIREMENTS

3.0 In the Second Phase of the RFP process, the District will conduct Technical Interviews of the Short-Listed Proposers.

3.0.1 Technical Interviews.

.1 The Short-Listed Proposers will be invited to continue to participate in the RFP process by participating in Technical Interviews.

.2 Topics covered at Technical Interviews are at the discretion of the District evaluators conducting the interviews. At the option of the District, exercised in its sole and absolute discretion, scripted questions may be provided to the Proposers. Whether or not scripted questions are provided, Proposers should be generally prepared to address the following topics:

(1) Proposer's scope of services required to achieve the District's objectives;
(2) Proposer's assessment of current Bond Program issues and potential risks;
(3) Proposer's approach to managing and mitigating perceived Bond Program issues and risks;
(4) Proposer's commitment and ability to respond to the District's needs;
(5) Proposer's record and experience delivering quality services on similar Programs;
(6) Proposer's record of meeting cost and schedule commitments on similar Programs;

.3 The following Key Personnel shall, at a minimum (others are permitted), be present at the Proposer's Technical Interview:

(1) Program Director;
(2) Deputy Program Director;
(3) Project Controls Manager; and
(4) Director of Construction.

.4 The total number of persons attending for the Proposer shall not exceed eight (8). The Proposer has the discretion to decide who, in addition to those listed above, will attend the Technical Interview. However, it is recommended, though not required, that such other persons be members of the Proposer's Key Personnel. The opening presentation and closing statement shall be conducted by a person who is a member of the Proposer's Key Personnel and not a salesperson.

3.0.2 The schedule and timing of Technical Interviews will be announced by RFP Addendum.

3.0.3 Technical Interviews will begin with an opening presentation by the Proposer. The duration of this presentation is limited to a maximum fifteen (15) minutes. The Proposer may at its discretion use PowerPoint or other visual aids during the presentation; provided that each member of the Evaluation Panel is given one printed copy and one electronic copy of any visual aids used during the presentation. The Proposer will be responsible for providing all software, hardware, screens, projectors, easels, and any and all other necessary tools or appliances necessary to present the visual aids.

3.0.4 Proposers will be informed, in advance of the Technical Interviews and by means of RFP Addendum, of the exact number of persons who will be present on behalf of the District at the Technical Interviews.

3.0.5 Following the opening presentation by the Proposer, there shall be a period of questions and answers from the Evaluation Panel of approximately thirty-five (35) minutes (or such longer period as the District deems appropriate, in the exercise of is sole discretion).

3.0.6 Following the completion of the question and answer period, each Proposer will be permitted a five (5) minute closing statement.

PART 4 – INTERVIEW EVALUATION CRITERIA AND SCORING

The Technical Interviews will be evaluated and scored based on the Evaluation Criteria shown in the following table:

	Second Phase Evaluation Criteria	Maximum Points
1.	Quality of Proposer's Presentation	300
2.	Proposer's Response to Questions	400
3.	Key Personnel's Ability to Communicate/Interpersonal Skills	100
4.	Proposer Interview: Demonstrated Knowledge	200

Second Phase - Total Max. Possible Points 1000

PART 5 - CALCULATING TOTAL FIRST PHASE AND SECOND PHASE SCORES

Each Short-Listed Proposer's total score for the First Phase and Second Phase shall be combined and then weighted, as between the First and Second Phases, based on 60% weight being given to the First Phase score and 40% weight being given to the Second Phase score. The resultant weighted scores will then be totaled to arrive at the Proposer's overall, final score that will be used for purposes of ranking the Short-Listed Proposers and for conducting Negotiations.

PART 6 – STAFFING AND PRICING PROPOSAL REQUIREMENTS

6.0 **Staffing Plans.** Proposers shall include in their Staffing and Pricing Proposal the following Proposed Staffing Plans:

6.0.1 **Proposed Initial (6-Month) Staffing Plan.** Each Proposal shall include a proposed Initial (6 month) Staffing Plan that estimates the numbers of hours of Basic Services that are projected to be performed monthly by Proposer's Key Personnel and other personnel at the "Agreed Hourly Rates" as that term is defined in the Program Management Agreement and the Program Management Fees and Reimbursable Expenses that Proposer anticipates will be expended to perform Basic Services, the first 6 months of the Maximum Extended Term of 5 years.

6.0.2 Proposed Original (Two-Year) Term Staffing Plan. Each Proposal shall include a proposed Original (Two-Year) Term Staffing Plan that estimates the numbers of hours of Basic Services that are projected to be performed monthly by Proposer's Key Personnel and other personnel at the Agreed Hourly Rates and the Program Management Fees and Reimbursable Expenses that Proposer anticipates will be expended to perform Basic Services, for the first two (2) years of the Maximum Extended Term of 5-years.

6.0.3 Proposed Full (5-Year) Term Staffing Plan. Each Proposal shall include a proposed Full (5-Year) Term Staffing Plan that estimates the numbers of hours of Basic Services that are projected to be performed monthly by Proposer's Key Personnel and other personnel at the Agreed Hourly Rates and the Program Management Fees and Reimbursable Expenses that Proposer anticipates will be expended to perform Basic Services for the duration of the Maximum Extended Term.

6.0.4 Other Staffing Plan Requirements.

.1 Each Proposed Staffing Plan shall be in an Excel or equivalent spreadsheet format, and showing the following:

(1) each person projected to perform Basic Services, including all Key Personnel and other personnel, but only persons occupying those Key Personnel and other personnel positions listed in Attachment 3 – Key Personnel and Mandatory Hourly Staffing Rates;

(2) for each such person projected to perform Basic Services:

(a) job title;
(b) Agreed Hourly Rates (as defined in Attachment No. 1 – Program Management Agreement);
(c) hours assigned by time increments of four-weeks;
(d) total hours for each such person for **(i)** the full period of time covered by the Proposed Staffing Plan and **(ii)** each twelve (12) months of the Proposed Staffing Plan ;
(e) conversion to FTE units (as defined below);
(f) total FTE units for each such person totaled annually and over the full period of time covered by the Proposed Staffing Plan;
(g) total FTE units for each such person for **(i)** the full period of time covered by the Proposed Staffing Plan and **(ii)** each twelve (12) months of the Proposed Staffing Plan; and
(h) total Program Management Fees for each such person totaled for the full period of time covered by the Proposed Staffing Plan;

(2) Reimbursable Expenses for which reimbursement is permitted under the terms of the Program Management totaled for **(a)** the full period of time of the Proposed Staffing Plan and **(b)** for each twelve (12) months of the Proposed Staffing Plan;

(3) Proposer shall state in each of its Proposed Staffing Plans the Proposer's proposed Maximum Compensation Limitations on Program Management Fees and Reimbursable Expenses, which may be less than, but shall not exceed, the maximums required by the RFP Instructions. The Proposer's Proposed Staffing Plans shall, in all respects and in all of its constituent parts, be consistent with and not exceed the Proposer's proposed Maximum Compensation Limitations; and

(4) Proposer's sum of proposed Program Management Fees and Reimbursable Expenses projected in its Proposed Staffing Plans for each 12-month period in the Proposed Staffing Plan shall not exceed the District's budgeting objective of 1/5th of the applicable Maximum Compensation Limitation. For example, if the Proposer's proposed Maximum Compensation Limitation on Project Management Fees is $100 million, then the sum of Program Management Fees projected in each 12-month period of each Proposed Staffing Plan shall not exceed $20 million.

.2 "FTE units," or "FTE's," as those terms are used herein mean a Full Time Equivalent unit measurement of workload that is computed by dividing the total hours projected to be performed over a specific time period by the number of hours that is assumed to comprise a full-time workload for one worker. For purposes of preparing Proposed Staffing Plans, the assumed full-time workload for one worker shall be 2080 working hours per year.

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PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 5 – REFERENCE DOCUMENTS

REFERENCE DOCUMENTS

1. Bond Measures Overview and Individual Bond Measure Links available at: https://www.build-laccd.org/about-buildlaccd/the-bond-measure/
2. Past Accomplishments available at: https://www.build-laccd.org/about-buildlaccd/accomplishments/
3. Ongoing Construction Project information and links to upcoming procurements available at: https://www.build-laccd.org/work-with-build-laccd/construction/
4. Fact Sheet on Significant Projects available at: https://www.build-laccd.org/media-room/
5. Dashboard Reports and Facilities Master Planning information available at: https://www.build-laccd.org/resources/reports/
6. Citizens' Oversight Committee information, Annual Reports and Audits available at: https://www.build-laccd.org/resources/oversight/
7. Labor Compliance and PLA documents available at https://www.build-laccd.org/resources/project-labor-agreement-pla/#PLA.
8. Other documents available at or through https://www.build-laccd.org/

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 6 – FINANCIAL CAPACITY QUESTIONNAIRE

Financial Capacity Questionnaire

Instructions: Proposers shall fully complete this Financial Capacity Questionnaire, certify its accuracy and submit the completed form and all required submittals in a separate sealed envelope with its Technical Proposal as described in the RFP Instructions. The Proposer will be immediately disqualified if the answer to any of the questions below is "NO," or if its submittals do not substantiate the responses provided.

1. Is the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information attached?
   ☐ Yes ☐ No

   NOTE: A financial statement that is not either reviewed or audited is not acceptable. The financial information shall also conform to "generally accepted accounting principles" (GAAP). A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

2. Does your firm's total gross revenues for the last three years exceed an average of $90 Million per year?
   ☐ Yes ☐ No

   NOTE: Please List individual year amounts below:

   2020: _____ 2021: _____ 2022: _____

   Total of last three years: _____

3. Did your firm have "Free Cash Flow" exceeding $5 Million dollars for its 2022 financial year?
   ☐ Yes ☐ No

   NOTE: The term "Free Cash Flow" shall mean the firm's operating cash flow minus its capital expenditures, as documented by the Proposer's audited or reviewed financial statement submitted with this questionnaire.

4. Confirm your firm has not been the debtor in a bankruptcy case at any time within the last ten (10) years?
   ☐ Yes ☐ No

5. Confirm your firm nor any of its owners, officers, or partners has ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
   ☐ Yes ☐ No

I, the undersigned, _____ (name) as the authorized representative for _____ (company) certify that the foregoing information is true, accurate, and correct. I understand that any untrue or inaccurate information provided herein shall be grounds for disqualification from further consideration for this RFP.

Name: _____

Signature: _____

Title: _____

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PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 7 – ACKNOWLEDGMENT OF ADDENDA

ACKNOWLEDGEMENT OF ADDENDA

The Proposer acknowledges receipt of all RFP Addenda as follows:

RFP ADDENDUM NO.	SIGNATURE

Date: _____

_____
[NAME OF PROPOSER]

_____
[Signature of Proposer (if individual) or its Officer]

_____
[Typed Name of Person Signing]

_____
[Office or Title]

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 8 – CONFLICT OF INTEREST CERTIFICATION

CONFLICT OF INTEREST CERTIFICATION

As a Proposer for RFP 23-12 the undersigned hereby certifies that:

1. Neither the Proposer nor any officer, director, agent, employee, or affiliate of the Proposer, has a conflict of interest within the meaning of that term under the laws of the State of California.

2. Neither the Proposer nor any officer, director, agent, employee, or affiliate of the Proposer, has a financial interest in or with any consultant or contractor currently under agreement to perform work or services for the District or any of the District's colleges, excepting the following firms: _____.

3. Neither the Proposer nor any officer, director, agent, employee, or affiliate of the Proposer, has directly, or indirectly through an intermediary, received from, or paid to, any consultant or contractor currently under agreement to perform work or services for the District or any of the District's colleges any gift or any gratuity, except for the following gifts or gratuities: _____.

4. Neither the Proposer nor any officer, director, agent, employee or affiliate of the Proposer, has any business relationship or close personal or family relationship with any official, officer, agent, or employee of the District, or of any consultant or contractor retained by the District, who makes recommendations to the District, or of any consultant or contractor retained by the District, who makes recommendations to the District with respect to the award of the Program Management Agreement or the expenditure of monies by District, except for the following relationships: _____.

5. No portion of the services covered by the Proposer's Proposal is anticipated to be performed by a person or entity that is already providing, or that Proposer has reason to believe may provide in the future, services, advice, or consultation to (1) the District or any of its nine colleges in connection with the District's Bond Program, (2) any consultant or contractor retained by the District in connection with the District's Bond Program, or (3) any subconsultant or subcontractor of any consultant or contractor retained by District, except for the following: _____.

6. No officer, director, agent, employee, or affiliate of the Proposer has used any undue influence or taken advantage of any relationship that would cause the award of a Program Management Agreement to be made other than in accordance with the terms governing the procurement of the Program Management Services Agreement.

7. The Proposer does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following: _____.

8. The Proposer agrees to assume continuing duty to disclose to the District any circumstances that may arise in the future within the scope of the requests for disclosure of conflicts of interests stated above.

Proposer: _____

Signature: _____

Name and Title: _____

Date: _____

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 9 – NON-COLLUSION DECLARATION

NONCOLLUSION DECLARATION

THE UNDERSIGNED DECLARES:

I am the _____ of _____, the party or proposer ("Proposer") submitting the proposal ("Proposal") that is being submitted with this declaration.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

_____
[NAME OF PROPOSER]

_____
[Signature of Proposer (if individual) or its Officer]

_____
[Typed Name of Person Signing]

_____
[Office or Title]

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 10 – NON-DISCRIMINATION DECLARATION

NON-DISCRIMINATION CERTIFICATION

Proposer hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 20__.

Date:_____

_____
[NAME OF PROPOSER]

_____
[Signature of Proposer (if individual) or its Officer]

_____
[Typed Name of Person Signing]

_____
[Office or Title]

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 11 – AUTHORIZATION TO RELEASE INFORMATION

AUTHORIZATION TO RELEASE INFORMATION

The undersigned Proposer hereby authorizes and consents to the District obtaining information from third parties, including, but not limited to any individual(s) or individual representative(s) of any firm(s), entity(ies) or organization(s) listed in the Proposal, for the purpose of verifying the information provided by the Proposer or for any other purpose related to the evaluation of Proposer's qualifications. Proposer recognizes that to ensure the effectiveness of the RFP process, such individuals must be able to speak frankly and openly. Accordingly, Proposer hereby fully and unconditionally releases and discharges such third parties, and the firms, entities and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the District in connection with the processing, investigation, and evaluation by District of the Proposer's Proposal.

_____
Name of Proposer

_____
Signature

_____
Name and Title

_____
Date

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 12 – RESERVED

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 13 – VENDOR CODE OF CONDUCT

BUILDLACCD VENDOR CODE OF CONDUCT

A. INTRODUCTION

The Los Angeles Community College District (LACCD) is committed to a procurement process that fosters fair and open competition, meets the highest ethical standards and enjoys the complete confidence of the public. To achieve these important public purposes, the LACCD adopts this Vendor Code of Conduct (Code).

B. SCOPE

This Vendor Code of Conduct is applicable to all Vendors, as that term is defined below, involved in the procurement process of the LACCD Bond program referred to as BuildLACCD for the award or performance of contracts for goods, services, public works and miscellaneous procurements.

C. DEFINITIONS

As used in this Code, the following terms have the following meanings:

1. **"LACCD"** or **"District"** means the Los Angeles Community College District and any of its nine colleges and satellite centers including: Los Angeles Trade Technical College; West Los Angeles College; East Los Angeles College; Pierce College; Valley College; Los Angeles Mission College; Los Angeles City College; Los Angeles Southwest College, Los Angeles Harbor College, Van De Kamp Innovation Center, Corporate Center and Southgate Center.
2. **"BuildLACCD"** means LACCD's Bond funded construction program managed by a contracted Program Manager.
3. **"Program Manager"** means the firm, and its direct subcontractors, hired by the District to manage BuildLACCD.
4. **"Program Management Office" (PMO)** means the employees of the Program Manager as well as all persons hired through task orders from the staff augmentation contracts to work at the PMO or as part of individual College Project Teams.
5. **"Vendor"** means any individual or entity seeking to or doing business with the District through BuildLACCD including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing,

as well as any subcontractors, subconsultants and sub-suppliers at all lower tiers.

6. **"Primary Contracting Party"** means the Vendor who intends to directly enter into or has a contract with the District through BuildLACCD.
7. **"Gift"** means any item having more than truly nominal value, as in an amount up to $500 for a single gift or gifts given in a calendar year by a single vendor as set forth by the CA Fair Political Practices Act, including, without limitation, money, services, loans, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward any individual or entity.
8. **"Immediate Family"** means a spouse, children, parents, brothers and sisters.
9. **"Point of Contact"** means the individual designated to be a Vendor's only contact with the District or the PMO following the public advertisement of a solicitation until the award of a resulting contract.
10. **"Prohibited Contact"** means contact with any officeror other employee of the District or the PMO, other than the Point of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of the procurement. This prohibition includes, without limitation, personal meetings, telephonic communications, letters, faxes, texts, e-mails, or any other form of electronic communication. This prohibition does not include contacts with District employees or PMO staff solely for the purpose of discussing existing on-going work unrelated to the subject of the solicitation: Inquiries regarding the status of a procurement, while not Prohibited Contacts for purposes of this Vendor Code of Conduct, should also be directed to the Point of Contact.
11. **"Staff"** means any employee of the District or staffcontracted to work in BuildLACCD, which includes the PMO, CPT and other staff hired through personnel augmentation contracts and/or task orders to Build-LACCD.

D. LIMITATIONS ON CONTACT WITH THE DISTRICT

1. The PMO will identify the Point of Contact for each solicitation issued.
2. Once the Point of Contact is established, neither the Vendor nor any person or entity acting on the Vendor's behalf, including, without limitation, those providing compensated or uncompensated lobbying,

advocacy, consulting or other service, may make a Prohibited Contact, provided that such contact will not be prohibited if specifically authorized by the Point of Contact in furtherance of the procurement process.

3. Any communication, including, telephonic communications, letters, faxes, texts, e-mails, or any other form of electronic communication. must only through the Point of Contact. Any outside communication will be investigated.
4. Each Vendor shall direct every individual or entity retained, employed, designated by or acting for or on behalf of the Vendor to attempt to influence the procurement process with the District, to limit their contacts with the District concerning specific procurement actions to the PMO's designated Point of Contact for that procurement.

E. NON-COLLUSION

1. The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any other competing Vendor for the purpose of restricting competition.
2. Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any other competing Vendor prior to the closing date for bids or proposals.
3. The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

F. NO GIFTS OR CONTINGENT FEES

No bidder, proposer, vendor or contractor or any of their employees, consultants or proposed subcontractors shall offer, give, or promise to offer or give, directly or indirectly, any gift to any LACCD Board Member, LACCD District employee or BuildLACCD staff (including persons employed and/or contracted with PMO/BuildLACCD) as influence, inducement or consideration to qualify or to obtain contract award in any procurement for materials, supplies, equipment or services. A gift means the transfer, without equivalent consideration, of anything or benefit, tangible or intangible, having more than nominal value, including, but not limited to, loans, forbearance, services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, promises, tickets to entertainment or

sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. If any bidder, proposer or contractor is evidenced to have obtained such qualification or award as a result of such prohibited gift(s), such qualification or award may be immediately cancelled and could result in the bidder, proposer or contractor being disqualified from the procurement process and/or debarred from future procurement opportunities with the LACCD.

1. Notwithstanding the foregoing, if a Vendor has a family member or personal relationship with Staff, a gift, that is unconnected with the Staff's duties at the District or PMO and/or any procurement selection process, is not necessarily prohibited. In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered: (a) the history of the relationship between the donor and the recipient; (b) whether the item was purchased by the donor; and (c) whether the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client. However, regardless of the family or personal relationship between a Vendor and an Staff, a Gift is strictly forbidden when it is being given under circumstances where it can reasonably be inferred that it was intended to influence Staff in the performance of his or her official duties.
2. The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a District contract upon any agreement or understanding of a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

G. CERTIFICATION

1. Every bid or proposal made to and every contract with the District/BuildLACCD must contain a certification that no individual or entity has been or will be offered or given any Gift in connection with such bid or contract and that no conflicts of interest exist.
2. Additionally, as a condition of being considered for the award of any contract with BuildLACCD, the Primary Contracting Party will be required to submit with its bid or proposal and include in its contract a further certification executed by an officer of that Party. This certification must attest that the Primary Contracting Party and all

officers and personnel who may interact or have interacted with the District or PMO during the course of the procurement or contract have been provided with a copy of this Vendor Code of Conduct.

3. The Primary Contracting Party will obtain similar certifications from all its lower-tier subcontractors, subconsultants and suppliers, as well as from any other subcontractors, subconsultants and suppliers from whom that Party is soliciting or has received proposals for work on a BuildLACCD contract. Receipt and retention of lower-tier certifications by the Primary Contracting Party shall be subject to audit by the District.

H. PENALTIES

For violation of any provision of this Vendor Code of Conduct, the District may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible, disqualified from competition, debarred, or in material breach of the contract.

I. REPORTING OBLIGATION

1. Notwithstanding the provisions of Paragraph D ("Limitation on Contact with the District") above relating to Contact, the Vendor is obligated to immediately report to the PMO or Bond Program Monitor any and all requests for a Gift made to the Vendor by any officer, LACCD Employee or Staff.
2. The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to the District and PMO, including but not limited to disclosure of conflicts of interest.

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 14 – VENDOR CODE OF CONDUCT CERTIFICATION

VENDOR CODE OF CONDUCT CERTIFICATION

The undersigned, a current officer or owner of the undersigned _____ ("Vendor") and being authorized by Vendor to execute this certification, hereby certifies the following facts pertaining to Request for Proposals No. 23-12 (the "RFP"):

1. I hereby certify that have reviewed the Build-LACCD Vendor Code of Conduct (Attachment No 13 to the RFP, hereinafter referred to as the "Vendor Code") and to the best of my knowledge after diligent inquiry and investigation, the Vendor identified below and on whose behalf this certification is submitted has complied with the requirements of the Vendor Code and there are no facts or circumstances of which I am aware indicating that there has been a violation of the Vendor Code by the Vendor or any of its officers, directors, employees or representatives or by any other person acting in concert with, or with the cooperation of, the Vendor or any of its officers, directors, employees or representatives.

2. I hereby certify that no individual or entity has been or will be offered or given any Gift (as defined in the Vendor Code) in connection with the procurement for which this certification is being submitted ("Procurement") or any contract issued therefrom ("Contract") and that no conflicts of interest exist.

3. I hereby certify that all officers and personnel who may interact or have interacted with the District or Program Manager of the District's Bond Program during the course of the Procurement or the Contract have been provided with a copy of the Vendor Code.

4. I hereby certify that Vendor has obtained the certifications stated herein from all its Subconsultants being proposed as part of the Procurement and will obtain such certifications from any other Subconsultants from whom the Vendor solicits or receives proposals for services or work under any Build-LACCD contract. Vendor shall remain such certifications, which shall be subject to audit by the District.

5. I hereby certify that by submitting a proposal for this Procurement, Vendor agrees to fully comply with the Vendor Code.

_____
(Vendor/Proposer Name)

By: _____

Name: _____

Title: _____

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 15 – VERIFICATION

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF _____

I have read the Proposal (including, without limitation all attached or accompanying pages) titled _____ submitted by _____ [name of Proposer] to which this Verification is attached or with which this Verification is being submitted ("Proposal") and know its/their contents.

The matters stated in the Proposal are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

I am an _____ officer, a partner, _____ a member, ___ sole proprietor of _____, a _____, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

Executed on _____ (date), at _____ (city), California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____ (Print Name) (Signature)

RFP NO. 23-12
PROGRAM MANAGEMENT SERVICES

ATTACHMENT NO. 16
BUSINESS OPERATIONS POLICY AND PROCEDURES PP-04-09

PP-04-09 BID PROTESTS AND APPEALS

I. OVERVIEW

It is the intent of the District to provide an efficient administrative process to bidders and proposers (including in the District's Bond Program) that have participated in a competitive procurement process and believe that the intended award of a contract does not comply with the procurement's terms, conditions, and/or applicable law.

This section also establishes the rules and procedures for vendors and/or suppliers to protest a recommended award resulting from requests for quotes, requests for qualifications, invitations for bids, requests for proposals and other formal procurements. (This section does not apply to non-competitive or informal purchases.) Bidders, proposers, vendors and suppliers are collectively referred to hereinafter as "Bidders."

The District previously had separate procedures for protests relating to Bond Program procurements and for non-Bond Program purchases. This procedure replaces both prior procedures, providing a single process for general procurements above the statutory bid threshold and for contracts procured through the Bond Program.

These procedures extend to bids that are deemed non-responsive and Bidders that are deemed to be non-responsible. Different rules and procedures apply to procurements below and above the statutory bid threshold.

Since most procurements below the statutory bid threshold are delegated to the colleges and procurement regions and are transacted informally, the corresponding protest procedures are abbreviated and college-based. Because procurements equal to or above the bid threshold are transacted in a more formal manner, with resulting contracts requiring approval from the Board of Trustees prior to award, the protest process is correspondingly more formal.

Compliance with these protest procedures is mandatory for all challenges to District awards. Bidders who do not strictly follow these procedures waive any right to challenge the contract award.

II. PROCESS

A. Procurements and purchases above statutory bid threshold

1. Application

This section applies to solicitations that are either (1) estimated to equal or exceed the statutory bid threshold or (2) issued by the Bond Program (Measures A, AA, CC, and/or J)

2. Filing of protest

A Bidder that has timely submitted a bid to the District under a solicitation and wishes to file a protest against an intended award shall comply with the following:

a. Submit the protest in writing to either:

(i) If the solicitation was issued by the Bond Program, then to the Chief Facilities Executive at the District's offices at 770 Wilshire Boulevard, Los Angeles, California 90017 (District Office), with a copy to the Program Management Office, at 1055 Corporate Center Drive, Monterey Park, CA 91754; or

(ii) If the solicitation was issued by District's Procurement Unit, then to the Director of Business Services at the District Office at 770 Wilshire Boulevard, Los Angeles, California 90017 .

(iii) If the solicitation was issued by the District's Facilities Planning and Development Office, then to the Director of Facilities Planning and Development at the District Office at 770 Wilshire Boulevard, Los Angeles, California 90017.

b. Protests must be received by the District within five (5) business days of notification to the Bidder in writing ofany of the following: 1) of the proposed award 2) that the bid is nonresponsive 3) that the bidder has been determined to be non-responsible or 4) that the bid has or will otherwise be rejected, whichever occurs earlier. In the event that there is no notification then the protest must be submitted within five (5) business days prior to the Board's action approving the award.

(i) If District staff determines or intends to recommend that the Board determine a Bidder to be not responsible, then the Bidder shall be given written notice containing the reason(s) for the proposed non-responsibility finding prior to the award of the contract. If a bidder submits a protest of such a proposed non-responsibility finding and requests a hearing on the Bidder's responsibility, it must be submitted within five (5) business days of such notice. District staff shall review any such protest and if a hearing is required, it shall be subject to the hearing procedures set forth in District Administrative Regulation B-29.

c. The protest must state in writing the basis for the protest, all facts and information in support thereof, and the remedy sought. The protest must be signed under penalty of perjury under the laws of the State of California, and be accompanied by any documents that support the basis of theprotest.

d. The protest must include the e-mail address where further correspondence and notice regarding the protest shall be sent.

3. Initial action on protest

a. The Chief Facilities Executive or Director of Business Services (whichever is applicable to the procurement) must take one of the following actions within ten (10) business days of timely receipt of a protest:

(i) Cancel the notice of intended award and refer the matter back the unit handling the procurement for further action;

(ii) Cancel the procurement; or

(iii) Reject the protest.

b. Unless the Chief Facilities Executive or Director of Business Services extends to the time to take action, a failure to act within the time shall be deemed arejection of the protest at the close of business on the tenth business day.

c. The Chief Facilities Executive or Director of Business Services may, but shall not be obligated to, request additional information from the protestor or request a response or information from the intendedawardee prior to taking action on the protest, in which case the time for acting on the protest shall be extended to ten (10) business days from receipt of the requested information.

4. Appeal

a. If the action is to reject the protest, the protestor may file a written appeal within three (3) business days from notice of the rejection or the failure to take action on the protest. The appeal must be filed at the same location as the initial protest, and must clearly reference the underlying protest and the request for an appeal hearing.

b. At any time prior to the appeal hearing, the Chancellor may cancel the notice of intended award or refer the matter back the unit handling the solicitation for further proceedings or cancel the solicitation.

5. Appeal hearing

a. Notice of the hearing date and time and place of the appeal shall be given in writing within fifteen (15) business days from the date of receipt by the District of a timely written appeal. The hearing shall occur no earlier than five (5) business days after the date that notice of the hearing is given.

b. The intended awardee shall also be given notice of the hearing and a copy of the protest and shall have the opportunity to attend the hearing and to submit evidence prior to or at the hearing.

c. The hearing shall be set before either (1) a designated hearing officer, or (2) a standing committee or subcommittee of the Board ("Hearing Officer"). The designation of the Hearing Officer is within the discretion of the Chancellor.

d. All evidence and testimony supporting the protest and appeal shall be provided at the hearing. The Hearing Officershall make a determination, which shall be forwarded to the Board.

e. The Board may uphold or reject the protest or take any other action, in its sole discretion. The Board shall take action within 30 days of receiving the Hearing Officer'sdetermination.

B. <u>Procurements below statutory bid threshold</u>

1. Filing of protest

A Bidder that has submitted a quote or proposal to a college for an amount less than the statutory bid threshold who desires to protest an award must file a protest in writing to the Vice President of Administrative Services ("Vice President") of the college to issue the procurement. The protest must be submitted within five (5) business days of notification of the proposed award, and the protest must state the basis for the protest and the remedy sought, and contain any documentation supporting the protest. If no notification of proposed award is given, then the protest must be submitted within five (5) business days of the award. The protest must be signed under penalty of perjury under the laws of the State of California.

Upon receipt of a protest, the Vice President will:

a. Notify the bidder recommended for award about the protest by providing a copy of the protest; and

b. Invite such bidder to submit to the Vice President and the protestor, within five (5) business days of receipt of the bid protest, any information in support of the award.

2. Determination of protest

The Vice President may deny or uphold the protest by issuing a written determination to the protestor and the proposed awardee. Alternatively, the Vice President may declare the college's intention to: (a) award to another supplier; (b) cancel the solicitation; or (c) take any other action that is appropriate and/or required by applicable law.An action to cancel the solicitation or otherwise not award thecontract will be deemed final and not subject to appeal.

3. Appeal

The protestor may, within five (5) business days of notice, appeal the decision in writing to the President of the college to whom the bid was submitted. The appeal shall include the same informationas required for the original protest. The determination of the appeal will be handled in the same manner as the protest. The College President's decision on the appeal will be conveyed in writing and shall be final.

4. District Office transactions

If the protested transaction is for the District Office, the initial protest described above will be directed to the Director of Business Services and the appeal will be to the Deputy Chancellor, whose decision in the matter will be final. In the event the Deputy Chancellor position is vacant, the Chancellor may designate an alternate to handle the appeal. The procedures in this section shallalso govern the timing and determination of the protest.

III. TERMS AND CONDITIONS

1. Compliance with these protest procedures is mandatory and is a condition precedent to the filing of any court action. A protestor's failure to raise an issue or basis for relief in the protest process shall be deemed a failure to exhaust its administrative remedies on that issue.

2. The filing of a California Public Records Act request will not extend the five (5) business day deadline within which a protest must be filed.

3. The filing of a protest will not automatically suspend an award. The District retains its discretion to move forward with the intended award as permitted by law. The District may, nonetheless, choose to suspend an intended award while a protest is pending.

4. Any protest filed after the required deadline will not be considered, except in the District's sole discretion.

5. The District may in its sole discretion, but is not obligated to, notify any other Bidders about the institution of protest proceedings and/or allow any other Bidders to participate in the protest proceedings. Notification to a Bidder, or a Bidder's actual participation in protest proceedings, shall not constitute a waiver of the District's right to raise the defense that the Bidder failed to exhaust its administrative remedies by not filing a timely protest/appeal or otherwise complying with this procedure.

6. If any other public entity and/or authority provides funding to a specific procurement subject to this procedure, and mandates protest procedures different from those stated herein as a condition for providing such funding, then these Procedures may be modified to include such requirements, subject to the sole discretion of the District.

7. A true and accurate summary of the rules and procedures for filing a protest as described herein should be included in full or by reference in all requests for bids or requests for proposals and if not, is hereby deemed incorporated therein by reference.