

## **PROGRAM AND CONSTRUCTION MANAGEMENT AGREEMENT**

This PROGRAM AND CONSTRUCTION MANAGEMENT AGREEMENT (“Agreement”) is entered into on this \_\_\_\_ day of June, 2019, between the BASSETT UNIFIED SCHOOL DISTRICT (“District”) and DEL TERRA REAL ESTATE SERVICES, Inc., dba DEL TERRA GROUP (“Manager”) for program, project and construction management services.

### **RECITALS**

A. The District is a K-12 school district that operates in the County of Los Angeles, California.

B. The Manager is a corporation licensed to do business in California. The Manager represents it has the background, knowledge, experience, licenses and expertise necessary to provide the services set forth in this Agreement.

C. The District and Manager desire to enter into an agreement for the Manager to provide the District with professional services consisting of program and construction management services in connection with the planning, programming and construction of existing projects, and new construction projects related to the District’s Bond Program, known as Measure V, and any match funding (Campus Projects).

D. It is the intention of the parties that the Manager provide comprehensive program, project and construction management services under the supervision of the District’s Superintendent or designee that will enable the Campus Projects to be completed and constructed in accordance with the program and project schedules to be agreed to by the parties,

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

### **ARTICLE 1 GENERAL PROVISIONS**

#### **1.1 DEFINITIONS**

**1.1.1 Acceptance.** The point after Final Completion when Contractor has fully performed all of the requirements of the Contract Documents and the Work of a Campus Project is certified as complete and accepted by the District in writing.

**1.1.2 Addendum, Addenda.** Written or graphic information (including, without limitation, Drawings or Specifications) prepared and issued prior to the receipt of the Contractor’s Bid for a Campus Project, which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections to said Bid Documents.

- 1.1.3 Additional Services.** Services requested and approved by District in writing that do not arise, in whole or in part, from the fault, negligence or breach of this Agreement by Manager and which: (i) are not included within the scope of Basic Services described in Article 2; or (ii) except as otherwise provided in Paragraph 4.4.2 of this Agreement, are performed after the expiration of the Basic Term. Such Additional Services shall be compensated on an Hourly Rate Basis, see Exhibit B.
- 1.1.4 Applicable Laws.** All federal, state and municipal laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over the Project, Work, Site, District, or Manager, including ordinances, rules and regulations enacted by the District.
- 1.1.5 Application for Payment.** An itemized application for payment prepared and submitted by Manager for review and approval by District, with supporting documentation required by this Agreement.
- 1.1.6 Architect.** The Architect of Record for a Campus Project.
- 1.1.7 As-Builts.** The documents prepared by Contractor, and reviewed and approved by Inspector of Record, Architect of Record and the Manager, showing the condition of the Work of a Campus Project as actually built, including, without limitation, the locations of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown in the Contract Documents' diagrams. This term does not apply to existing District as-built documents that reflect the conditions existing prior to the commencement of Work on any Campus Project under this Agreement.
- 1.1.8 As-Planned progress.** The planned progress of the work by a Contractor pursuant to its as-planned construction schedule for a Campus Project.
- 1.1.9** Intentionally blank.
- 1.1.10 Basic Services.** All Program Management and Construction Management services specified in Article 2 of this Agreement.
- 1.1.11 Basic Term.** The term of this Agreement as defined in Section 4.4 of this Agreement.
- 1.1.12 Bid.** A Contractor's written bid proposal submitted to the District for a Campus Project in response to District's Notice Inviting Bids.
- 1.1.13 Bid Documents.** The following collection of documents prepared and issued for the purpose of soliciting Bids for construction of Work : (i) Notice Inviting Bids; (ii) Instructions to Bidders; (iii) Blank Bid Form; (iv) Construction Contract between the District and the Contractor; (v) General Conditions; (vi) Specifications; (vii) Plans and Drawings; (viii) Addenda; and (ix) reports,

addenda supplements, attachments, modifications and exhibits attached to the documents listed in Clauses (i) through (viii), above.

**1.1.14 Board of Trustees.** The governing board of the District.

**1.1.15 Campus Projects.** The individual works of improvement, modernization or new construction which, collectively, comprise the District's Measure K Bond Program, that are to be separately designed, bid and constructed under contracts between District and Design Consultants or Contractors and identified by the District pursuant to Section 1.2.1.

**1.1.16 Change Order.** A written instrument signed by District, Manager, Architect of Record by Contractor, describing an adjustment in a Construction Contract Sum or Construction Contract schedule, or both, pertaining to a deletion, addition or change to the Contractor's scope of Work.

**1.1.17 Claim.** A written demand or assertion by District, Manager or any other member of the Project Team seeking as a matter of right, an interpretation of contract, payment of money, recovery of damages, or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) defects in the Work first discovered by District after Final Payment by District to Contractor; (v) stop notices; and (vi) the right of District to specific performance or injunctive relief to compel performance.

**1.1.18 Claims Dispute Resolution Process.** The process of resolution of Claims as set forth in Article 9 of this Agreement.

**1.1.19 Construction Contract.** A written contract executed between District and a Contractor for construction of a portion or all of the Work of one or more Campus Project(s).

**1.1.20 Construction Costs.** The total cost of constructing a Campus Project, excluding the following: (i) the cost of professional services to be rendered by Design Consultants, Specialty Consultants, or Manager; (ii) land acquisition costs; (iii) finance costs; (iv) District's administrative costs; and (v) legal fees and related legal costs.

**1.1.21 Contract Documents.** Without limitation, the following collection of documents that are anticipated to be designated as the Contract Documents governing a Contractor's performance of the Work of a Campus Project: (i) The Notice Inviting Pre-Qualification Statements (if applicable), Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable); (ii) executed Construction Contract between District and Contractor; (iii) Notice Inviting Bids; (iv) Instructions to Bidders; (v) Bid Addenda; (vi) Contractor's Bid; (vii) General Conditions; (viii) Specifications; (ix) Performance and Payment Bonds; (x) insurance forms; (xi) Plans and Drawings; (xii) Modifications; (xiii) reports listed

in the Bid Documents; (xiv) Change Orders; (xv) Field Directives and (xvi) supplements, attachments and exhibits attached to the items listed in Clauses (i) through (xv), above.

**1.1.22 Contract Sum.** The total amount of compensation stated in a Construction Contract that is payable to a Contractor.

**1.1.23 Contract Time.** The total number of Days set forth in a Construction Contract within which Final Completion of the Work of a Campus Project must be achieved by Contractor, including approved extensions of time permitted under the terms of the governing Contract Documents.

**1.1.24 Contractor.** An individual or firm under contract with District to perform any Work on one or more Campus Project(s).

**1.1.25 Day.** Whether capitalized or not, unless otherwise specifically provided, a calendar day, including weekend days and legal holidays.

**1.1.26 Defective Work.** Work that does not fulfill the requirements of the Contract Documents or Construction Contract.

**1.1.27 Deliverables.** The written work product, consisting of reports, summaries, projections, budgets, schedules, plans, programs, procedures and minutes required to be prepared and submitted by Manager to the District under the terms of this Agreement.

**1.1.28 Deliverables Schedule.** The schedule setting forth the applicable contractual time periods and deadlines at which Manager is required to perform its Basic Services, including, without limitation, the production of its Deliverables.

**1.1.29 Design Consultant.** An individual or firm under contract with District to provide design, architectural, engineering and/or design administration services for a Campus Project.

**1.1.30 Design Costs.** The costs to District for conceptual, schematic, design development, construction documents and construction administration services required for completed design, engineering, administration and management of a Campus Project by Design Consultants and Specialty Consultants.

**1.1.31 Design Documents.** All plans, drawings, tracings, specifications, programs, reports, calculations, models and other material containing designs, specifications or engineering information prepared by Design Consultants and Specialty Consultants including, without limitation, computer aided design materials, electronic data files, files and paper copies.

**1.1.32 District Representative.** The Superintendent, or as designated by the Board of Trustees.

**1.1.33 Drawings.** The graphic and pictorial portions of the Contract Documents prepared by a Design Consultant and other Specialty Consultants showing the design, location and dimensions of the Work, generally including plans, elevations, subparagraphs, details, schedules and diagrams. The term “Drawings” may be used interchangeably with “Plans.”

**1.1.34 Environmental Law.** Any applicable federal, state or local laws, ordinances or regulations relating to the environment, health and safety, Hazardous Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Site, including soil, groundwater and indoor and ambient air conditions, and the following: Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601-9675), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901-6992k), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1307), the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601-2692), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), 15 U.S.C. §§ 2681-2692 and also 42 U.S.C. §§ 4851-4856, the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Indoor Radon Abatement Act, 15 U.S.C. §§ 2661-2671, and the Safe Drinking Water Act Amendments of 1996, Pub L. No. 104-182, 110 Stat. 1613 (1996) and all similar federal, state and local statutes and regulations.

**1.1.35 Field Directive.** A written instrument signed by Manager and District that requests performance of Work by Contractor in one of the following categories: (i) over which there is a dispute as to whether the Work is or is not extra work; or (ii) involving extra work which Manager and the District request be performed without a unilateral Change Order adjustment to the Contract Sum or Contract Time and before agreement on all terms of a Change Order to the Construction Contract.

**1.1.36 Final Completion.** With respect to the Work under a single Construction Contract, the point at which all conditions set forth in the Contract Documents for Final Completion of the Work, including post-construction services specified in Section 2.5, have been, and continue to be, fully satisfied.

**1.1.37 Force Majeure Circumstances.** Unavoidable circumstances beyond the reasonable control of Manager, including but not limited to Acts of God, strikes, lockouts, labor disputes, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations and controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, that interfere with Manager’s ability to complete its Services utilizing the resources authorized by the Staffing Plan or that prevent Manager from satisfying the requirements of the Deliverables Schedule or complying with its other obligations under this Agreement.

- 1.1.38 General Conditions.** That portion of the Contract Documents between District and a Contractor titled “General Conditions.”
- 1.1.39 Hazardous Substance.** 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” or words of similar import under any Environmental Law, including but not limited to the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCBs”) and PCB-containing materials, whether or not occurring naturally.
- 1.1.40 Hourly Rates for Services.** The hourly rates set forth in Exhibit “B” to this Agreement. The Hourly Rates for Services shall have an annual cost-of-living adjustment throughout the Basic Term and any extensions of the Basic Term.
- 1.1.41 Interest Rate.** The lesser of: (i) the “prime rate” reported in the Wall Street Journal from time to time; or (ii) the maximum rate permitted under California law for prejudgment interest.
- 1.1.42** Intentionally blank.
- 1.1.43 Loss, Losses.** Any and all losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. “Losses” do not include attorney fees, court costs, or consequential damages.
- 1.1.44** Intentionally blank.
- 1.1.45 Plans.** See “Drawings.”
- 1.1.46 Project Budget.** The District’s written statement of funds available to pay for Project Costs of a Campus Project, or collection of Campus Projects.
- 1.1.47 Project Construction Budget.** That portion of the Project Budget that sets forth the District’s budget for Construction Costs for a Campus Project or collection of Campus Projects.
- 1.1.48 Project Costs.** The total of all Design Costs, Construction Costs, Specialty Consultants Costs, costs, and fees of Manager and other related costs (such as, but not limited to, personnel relocation and temporary facilities costs, fixtures, furniture and equipment (if required)) for a Campus Project or collection of Campus Projects, excluding: (i) land acquisition costs; (ii) finance costs; (iii) District administrative costs; or (iv) legal fees and court costs.
- 1.1.49 Manager Representative.** Manager or his/her representative, identified to act on behalf of Manager with the authority set forth in Paragraph 1.5.4 of this Agreement.

- 1.1.50 Project Team.** District Representative, Manager Representative, Key Personnel as needed, Specialty Consultant(s), Design Consultant(s), Contractor(s), Subconsultant(s), Sub-subconsultant(s), and other firms or individuals retained by District or others with District approval participating in the planning, programming, design or construction of a Campus Project.
- 1.1.51 Reimbursable Expense.** Any expense that is reimbursable to Manager under Section 4.2 of this Agreement.
- 1.1.52** Intentionally blank.
- 1.1.53 Site.** The term “Site” refers to: (i) the District school sites and such additional parcels as may be purchased by District during the Basic Term on which Work is required to be performed under the Contract Documents; (ii) all areas adjacent to such parcels that may be used by Contractor or its Subconsultants for staging, storage, parking or temporary offices; and (iii) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.
- 1.1.54 Specialty Consultant.** The professionals, other than Manager, of any Tier, retained by a Design Consultant or District to provide professional services for any Campus Project, including master planners, programming consultants, soils and geotechnical engineers, environmental consultants, Hazardous Substance consultants, infrastructure consultants, or landscape designers.
- 1.1.55 Specifications.** The portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work, and performance of related services.
- 1.1.56** Intentionally blank.
- 1.1.57 Statement of Dispute.** A written description of a dispute regarding a Claim required to be submitted as part of the Claims Dispute Resolution Process.
- 1.1.58 Subconsultant.** A person or firm that has a contract with Manager to perform a portion of the services covered by this Agreement.
- 1.1.59 Subcontractor.** A person or firm that has a contract with a Contractor to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, and suppliers and vendors, of every Tier.
- 1.1.60 Submittals.** Shop drawings, samples, exemplars, models, product data and other similar submittals required to be submitted by Contractor under the Contract Documents.
- 1.1.61 Tier.** The contractual level of a Subconsultant with respect to Manager, a Consultant with respect to the Design Consultant retaining such Consultant 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.

**1.1.62 Work.** All labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations and complete a Campus Project (or a collection of Campus Projects under a single Construction Contract to a single Contractor), including any changes, additions or deletions approved by District, in accordance with the Contract Documents and all Applicable Laws.

## **1.2 SCOPE OF SERVICES**

**1.2.1 Campus Projects.** District shall, with input from Manager, develop the list of all Campus Projects to be included in the Bond Program. District shall furnish its list of Campus Projects to Manager not later than sixty (60) days after this Agreement has been fully executed by the Parties.

**1.2.2 Scope of Services.** Manager shall provide Program Management and Construction Management services, if and as needed, as specified in Article 2, for the Campus Projects, in accordance with the terms of this Agreement.

## **1.3 PERFORMANCE STANDARDS**

**1.3.1 Standard of Care.** Manager shall perform all services under this Agreement in a manner consistent with the standard of care, competence, skill, and knowledge under California law applicable to those who specialize in providing Program, Project and Construction Management services for projects of the type, scope and complexity of the Campus Projects.

**1.3.2 Relationship.** Manager serves as District’s agent and fiduciary in performing services under this Agreement. Manager shall, in this capacity, maintain confidences and provide professional services in a manner consistent with District’s economic, educational and governmental best interests.

## **1.4 AUTHORITY OF THE MANAGER**

Manager’s authority to act on behalf of District is limited to the scope of authority set forth in this Agreement and as directed by the District. Notwithstanding anything else stated in this Agreement or any Contract Documents, Manager does not have the express or implied authority to obligate District to any expenditure of money or extension of contractual time periods, or to any adjustment to the price or time of performance of any contract between District and its Contractors, Specialty Consultants or Design Consultants, including binding approval of Change Orders.



## **1.5 KEY PERSONNEL**

### **1.5.1 Additions, Removals, Replacements.**

**1.5.1.1 Additions.** It is contemplated that from time to time individuals will be added to the list of Key Personnel as necessary and appropriate to the stage of planning, programming, designing and constructing of the Project. Manager shall make staffing additions at its discretion and shall notify the District of such changes in writing within seven (7) days of such addition. Manager's staffing additions shall not serve to replace or substitute for services provided by existing Key Personnel.

**1.5.1.2 Removals.** If the District, in good faith, is dissatisfied with the services rendered by any Key Personnel, Manager, within a reasonable time after receipt of written demand from the District setting forth the basis of its dissatisfaction and request for replacement, shall promptly provide a substitute person acceptable to the District as discussed below.

**1.5.1.3 Replacements.** If any Key Personnel ceases employment with Manager or is requested to be removed by District pursuant to Paragraph 1.5.1.2 above, then Manager shall promptly notify District of a proposed substitute person of at least equal qualifications to perform the same functions who is approved by District, which approval may be granted or withheld in its reasonable discretion. Manager shall bear, at its own expense and without reimbursement by District, all costs associated with replacing, for any reason, any Key Personnel.

**1.5.2 Project Representative.** The Project Representative has the authority to act on behalf of the Manager in respect to all matters that are the subject of this Agreement, including the power and authority to enter into agreements or modifications to agreements that contractually bind Manager.

**1.5.3 Manager's Employees.** All persons employed by Manager shall be the employees of Manager and not of District. Manager shall be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance and any other employer obligations with respect to all employees working for Manager.

## **1.6 SUBCONSULTANTS**

Manager may, with prior approval by District, not to be unreasonably withheld, enter into written contracts with Subconsultants to perform portions of the services provided for in this Agreement. Manager's request for hiring of a Subconsultant shall be submitted in a writing that describes the scope of work to be contracted and the name of the proposed Subconsultant. If Manager proposes to enter into a contract with a Subconsultant for Additional Services, Manager shall also provide to District the total price and/or hourly rates for the Subconsultant's services. Subconsultants' services shall not be considered Additional Services unless they satisfy the requirements under Section 4.3.

Manager shall not separately invoice fees for services rendered by Subconsultants. However, if a Subconsultant performs Additional Services, fees for such Additional Services shall be separately identified in Manager's invoices. Only the District's approval of the Subconsultant in writing shall be effective to convey the District's approval. District shall use its best efforts to approve or disapprove proposed Subconsultants within fourteen (14) Days of Manager's request. Subconsultants identified by name by the Manager shall be deemed approved by District. Manager shall remain solely responsible to District for the quality and performance of all Subconsultants' services. Manager may, upon advance written notice and approval of District, terminate and replace the services of any Subconsultant. Every subcontract or agreement of any kind entered into between Manager and Subconsultant (or between any Subconsultant and other independent contractor consultants) shall contain appropriate language whereby Subconsultant, without creating any contractual obligation on the part of the District to the Subconsultant or anyone working under contract to Subconsultant, accepts and agrees to be bound by all applicable provisions of this Agreement and agrees to include in its contracts with its Subconsultants a contingent assignment of the contract to District, or its designee, effective only upon written acceptance by District or its designee.

## **1.7 OWNERSHIP OF DOCUMENTS**

All Design Documents and all documents that are prepared, reproduced or caused to be prepared by Manager or its Subconsultants, of any Tier, in furtherance of their obligations under this Agreement shall be and remain the sole property of District. Without limitation to the foregoing, District shall hold, and Manager shall be deemed to have irrevocably assigned to District, in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights to such documents. The District hereby grants to Manager and its Subconsultants a license, revocable at will of District, to use and copy such documents during the term of this Agreement for the sole purpose of performing the Work required under this Agreement. Upon the earlier of termination of this Agreement or completion of performance of this Agreement, Manager and its Subconsultants, of every Tier, shall, if requested by District, deliver all of the originals of such documents prepared in the course of their performance of this Agreement to District within fifteen (15) days. Manager may retain a copy of such documents for its records.

## **ARTICLE 2 BASIC SERVICES**

### **2.1 GENERAL SUMMARY OF MANAGER'S BASIC SERVICES**

The Basic Services to be performed under this Agreement by Manager are described below on a summary level by scope category, and more specifically by phase of delivery of services in Sections 2.2 to 2.5.

**2.1.1 Program Management.** Provide program management services during all phases (i.e. planning, pre-construction, bidding and award of contracts,

construction, post-construction) of each Campus Project. Program management services will include management, oversight, and coordination of all Contractors, Subconsultants, vendors, and suppliers' Work, in connection with, and in the performance of, the delivery of the Campus Projects.

**2.1.1.1 Reports.** Program management services shall include progress reporting at monthly intervals, in the format described as follows: Prepare reports (to be provided in writing and electronically) to the District, according to an approved format developed by the Manager. This summary report must include:

- a) Program Status Reports for each project;
- b) Project Schedules for each project including an update of actual performance against the approved baseline schedule;
- c) Budget, Actual, Budget Available Balances (this portion of the report shall be provided quarterly);

**2.1.1.2 Coordination.** Program management services shall include coordination of all work with campus personnel (including affected District Site staff where necessary), District facilities staff, public agencies and utilities that are necessarily involved in the planning and execution of the Campus Projects. These services do not include the coordination of services that are not included within Basic Services or the performance or provision of legal services on behalf of the District.

**2.1.2 Status Meetings.** Meet with District staff and other necessary individuals to coordinate all phases of the Campus Projects. Chair meetings, prepare meeting minutes (if meeting is Program Management-related meeting with District, Manager shall prepare meeting minutes; For all meetings with contractors, the Architect shall prepare and distribute the meeting minutes), and distribute meeting minutes to attendees. Meet monthly with District Representative to provide a written summary of the status of progress on Campus Projects. Present a status update to the Board of Education, as directed by the Superintendent or designee, at a regularly scheduled public meeting of the Board. Such presentations shall contain material from the reports described in Section 2.1.1.1, including but not limited to highlights/accomplishments, potential and actual cost savings. Attend meetings of the Cost Containment Committee or the Citizens' Oversight Committee and provide progress report or interim progress reports as requested by District. The contents and details contained within such reports must be defined and agreed upon by Manager.

**2.1.3 Schedule Management.** Develop, review, and maintain a Master Program Schedule listing each Campus Project independently, and provide a Master Summary Schedule for the Campus Projects. Prepare a proposed "baseline" schedule for each of the Campus Projects for review and approval by District.

Report progress against the approved baseline schedule for coordination, tracking, reporting, and recording purposes.

**2.1.4 Inspection Services.** Monitor the status of the inspection of the Work and the maintenance of appropriate inspection reports and inspection logs relating to the Work staff. District shall select any necessary independent inspectors, including Division of State Architect inspectors. Manager shall have no obligation to personally inspect the Work. To the extent that Manager becomes or is made aware of any Work that does not conform to the Specifications or Drawings, communicate said defective conditions to District and the appropriate independent inspectors retained by District to perform inspections on the Campus Project. Manager shall not have responsibility or liability for the quality or completeness of the inspections, inspection reports and/or inspection logs.

**2.1.5 Document Control.** Implement a document control and master file archives system. This activity is limited to the files and documents created by the Manager and not to any of the pre-existing documents generated by its predecessors. All equipment and supplies for control and filing of program documents will be completely burdened by the District from its bond funds. Manager shall acquire advance approval by District for the purchase of any and all such equipment and/or supplies for this purpose.

**2.1.6 Cost Estimating.** Monitor the cost estimating services provided by consultants/general contractors, and provide recommendations where applicable for the reduction of costs of design, construction and maintenance. If the Manager is requested to provide among other things, feasibility analysis, and use of alternative approaches to building systems, project delivery and procurement of these services are deemed Additional Services.

**2.1.7 Schedule.** Manage a process for (i) evaluation of Contractor's schedules and schedule updates, including the preparation of independent critical path schedules and short-term ("look ahead") schedules, (ii) receiving and evaluating requests for time extensions and claims for compensation for delay, and (iii) evaluating As-Planned to As-Built progress to assure that the District is fully advised on issues that could affect timely completion of a Campus Project. Construction schedules shall be provided to District by Manager monthly and shall be considered General Services.

## **2.2 PRE-CONSTRUCTION**

For each Campus Project for which Manager is authorized by District to proceed, Manager shall perform the following services as deemed necessary by Manager, until the commencement of Work by Contractor(s). This section shall apply only to those projects of NEW projects/construction commenced by the Manager.

**2.2.1 Project Prioritization.** Assist District in identifying and prioritizing Campus Projects, including determining which tasks may be performed

through single or multiple Contractors, based on availability of funds and District and campus areas of need.

**2.2.2 Campus Project Cost Estimates, Budget.** In conjunction with the District and the District's Architect, review Initial Budget of the Construction Cost for each Campus Project developed by the Campus Project Architect. Review and evaluate the detailed cost estimate for each Campus Project developed by the Campus Project Architect. Review and update current project budgets for each Campus Project based on the Architect's approved detailed cost estimate.

**2.2.3 Design, Constructability, and Value Engineering Review.** Perform a general evaluation of Design Documents for accuracy and completeness and advise District on Design Costs, cost-effective design alternatives, materials, building systems, equipment and methods of delivery. In performing these services the Manager does not assume responsibility for the adequacy of the design of a Campus Project.

**2.2.4 Communications.** Maintain and track communications among Campus Project participants.

## **2.3 CONSTRUCTION**

For each Campus Project, Manager shall perform the following services from the award of Construction Contract(s) to Contractors to Final Completion of all Construction Contract(s).

**2.3.1 Pre-Construction Conference.** Conduct pre-construction conference prior to Contractor mobilization with Project Team, relevant public agencies and utilities. Review plans, scheduling, General Conditions, compliances, staging, security, reporting procedures, Site rules, and other key elements.

**2.3.2 Site Construction Management, Coordination, and Inspection.** Maintain sufficient personnel for consistent Site monitoring and coordination of construction activities, as the District's agent. Ensure regular coordination and communication among Manager, District staff, Contractors, and other relevant personnel. Monitor the Contractor's Schedule, and direct, manage, and coordinate the construction process, and coordinate the inspection and documentation of all the Work. However, Manager shall not be required to direct the Contractor's Means and Methods of their construction implementation.

**2.3.3 Schedule Maintenance.** Maintain and monitor master schedule to ensure all Work, submittals, and reviews are accomplished. Update schedule as necessary and distribute to appropriate Project Team Members.

**2.3.4 Contract Compliance Supervision.** Monitor construction activities to ensure compliance with Contract Documents, Project Costs, Specifications, and Drawings, budgets, schedules, and/or need for Change Orders. Advise District on

options to address failure by a Contractor, Subcontractor (of any Tier), or Subconsultant (of any Tier) to complete their respective duties by established deadlines.

- 2.3.5 Information and Submittals.** Log, process, and expedite Contractor, Subcontractor (of any Tier), Design Consultant, and Subconsultant (of any Tier) requests for information and submittals. Analyze and evaluate time and cost impacts of suggested modifications and make recommendations to District.
- 2.3.6 Change Order Management.** Investigate, estimate, negotiate, recommend, and process Change Order requests. Make recommendations to District for District's final decisions on each Change Order.
- 2.3.7 Progress Monitoring and Reporting.** Maintain daily log of Work and conditions. Conduct and record weekly Site progress meetings, and adhere to reporting requirements of Section 2.1.1.1.
- 2.3.8 As-Builts.** Regularly review Contractor(s)'s As-Builts for general accuracy and completeness and ensure that the Contractor provides the final set of As-Built drawings to the District in accordance with the Contractor's Project close-out obligations.

## **2.5 POST-CONSTRUCTION**

For each Campus Project, Manager shall perform the following services from the Final Completion of all Construction Contract(s) until the end of the Basic Term.

- 2.5.1 Installation, Relocation, and Move-In.** Assist with coordination of delivery and installation of furniture, furnishings, fixtures, and equipment.
- 2.5.2 Training and Warranties.** Coordinate all training for building engineering and District staff. Ensure extended warranties are identified with contact names and warranty descriptions.
- 2.5.3 User Complaints.** Respond to initial post-occupancy complaints about missing or malfunctioning equipment or building components. Manager shall only be obligated to 12 (twelve) months post-acceptance by the District.

## **ARTICLE 3 DISTRICT RIGHTS AND RESPONSIBILITIES**

### **3.1 PROJECT BUILDING PROGRAMS, BUDGETS, SCHEDULES**

District shall provide all financial information, including but not limited to budget goals, objectives and constraints, that is necessary for Manager to develop Project Budgets for the Campus Projects. District reserves the right to modify the Project Budgets, Master

Schedule, Project Schedules or other requirements or designs for the Campus Projects, for any reason, by written notice to Manager. Manager shall at all times perform its obligations under this Agreement in a manner that is consistent with the Project Building Programs, Project Budgets, Master Schedule, Project Schedules and other Project requirements, as modified from time to time by District. Except where the modification is the result of Manager's negligence, errors or omissions, Manager shall be allowed an adjustment in resources and Manager's fees to achieve modified requirements subject to District's approval, which approval shall not be unreasonably withheld.

### **3.2 PROJECT INFORMATION**

District shall furnish available information concerning the Project, including surveys, soil reports, subsurface investigations, existing improvements, descriptions of legal limitations, utility plans, existing as-builts and other information. All such information shall be furnished at the District's expense. District does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein. However, in performing the Basic Services set forth in this Agreement, Manager shall be entitled to rely on such information provided to Manager by the District until such time as Manager has determined that such information is inaccurate, at which time Manager shall inform District of its determination, and the basis thereof.

The District Representative shall act on the District's behalf with respect to the Campus Projects. Manager shall act pursuant to the direction of the District Representative as directed by the Board of Trustees.

If the District observes or otherwise becomes aware of any fault or defect in the Work, or nonconformance with the Plans or Specifications, or nonconformance with the District's Security requirements, the District shall give reasonable notice thereof to Manager.

### **3.3 DISTRICT**

District's Representative shall promptly render upon written request by Manager its decisions or approvals required under this Agreement. No failure by District to render any decision or approval shall excuse Manager from fully and timely performing under this Agreement unless Manager has notified District in writing before such decision or approval is required, stating:

- a) a description of the decision or approval required;
- b) the date by which such decision or approval is required so as to not delay the Deliverables Schedule; and
- c) a statement that the Deliverables Schedule will or may be delayed if the decision or approval is not received by the stated date.
- d) proposed alternatives and cost saving measures in the event approval is not rendered as requested.

District shall coordinate the services of any Campus Project team members for whom Manager has no responsibility with the services provided by Manager.

To facilitate coordination between Manager and District staff, District shall communicate to its staff involved with the Campus Projects the Manager's scope of work, including the Manager's rights and obligations under this Agreement.

District hereby delegates responsibility to Manager to act as the District's agent to manage and oversee Contractor's Work on Campus Projects and that District shall support Manager's administration of the Contractor's Work. Absent exigent circumstances, District shall include Manager in any communications or meetings with Contractor relating to Contractor's performance on Campus Projects unless such notification is contrary to the District's interests.

## **ARTICLE 4 COMPENSATION, TIME OF PERFORMANCE**

### **4.1 BASIC SERVICES COMPENSATION**

**4.1.1 Basis of Compensation.** In exchange for the full, timely and complete performance of all of the requirements of this Agreement, the District shall pay Manager in accordance with this Agreement. Manager's fee for Program and Construction Management services for the Campus Projects included in the Bond Program shall be as set forth in Exhibit B to this Agreement. In addition, District shall reimburse Manager for eligible expenses described in section 4.2.1.

### **4.2 REIMBURSABLE EXPENSES**

#### **4.2.1 Reimbursement by District.**

**The District shall provide adequate office space, furniture, equipment and access for Manager to execute its work for District.**

District shall reimburse Manager for the out-of-pocket expenses listed in this Section that are incurred and paid for by Manager in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are generated in connection with the operations of the Bond Program:

- a) Office supplies; Office Equipment, Telecomm services, Computer equipment and supplies
- b) Out-of-town travel (including transportation, lodging and meals) as approved in advance in writing by District;



- c) Other equipment or software necessary for performance of this Agreement if and to the extent approved in advance by District, which approval may be granted or withheld in the reasonable discretion of District, and which shall be owned by the District at all times, including after services have been provided by Manager; and
- d) Fees paid for securing approval of authorities having jurisdiction over the Campus Projects.

Reimbursable expenses shall be subject to a markup for overhead in the amount of five percent (5%).

**4.2.2 Property of District.** All materials or equipment, other than consumables, purchased for the Project and reimbursed by District as a Reimbursable Expense shall become property of the District, be labeled as property of District and delivered to District upon termination of this Agreement.

**4.2.3 Equipment.** District will provide general office supplies, printers, photocopiers, telephones and fax machines.

**4.2.4 Approval Limitations.** Any Reimbursable Expense wherein a single item exceeds \$500 in value, or the collective value of all reimbursable expenses exceeds \$2500 whether leased or purchased, must be approved in writing in advance by District. Failure to obtain such approval shall result in the cost of such item being borne by Manager without reimbursement by District.

**4.2.5 Records.** Manager shall maintain accurate and detailed records of Reimbursable Expenses pertaining to the Project on the basis of generally accepted accounting practices. Manager shall make these records available at District's request for inspection, auditing and/or copying by District and its representatives pursuant to Section 6.1.2.

**4.2.6 Payment.** Payment for undisputed Reimbursable Expenses shall be made monthly, on the basis of the Manager's submittal of appropriate invoices and accompanying documentation (if any) Reimbursable Expenses shall be invoiced separately from the Basic or Additional Services.

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Additional Services.** Manager shall be entitled to compensation for Additional Services. Additional Services are services not included in Manager's Basic Services and include: (a) services directed to be performed by District, (b) services for projects other than the Campus Projects as initially identified by the District under Section 1.2.1, (c) services made necessary by a substantial and material failure of a Contractor or the District to meet their obligations under Applicable

Laws or contracts, and (d) services as requested by the District Administration, (e) services listed below.

**4.3.1.1 Screening of Design Consultants and Specialty Consultants.**

Subject to the District's written direction for each Campus Project, chair, manage, or participate in the prescreening and interview of Design Consultants and Specialty Consultants. Provide written recommendations concerning selection of Design Consultants and Specialty Consultants. This task may and will be subject to the requirement and acceptance of the transfer of design responsibility of original design from the original AOR to the new AOR.

**4.3.1.2 Bidding and Awarded of Contracts**

For each Campus Project for which Manager is authorized by District to proceed, Manager shall perform the following services as deemed necessary by Manager, through the award of Construction Contract(s).

- a) **Bid Preparation.** Review Drawings and Specifications and work with District staff, including Design Consultant(s) as necessary, to prepare Bid Documents. Recommend bundling of Bids where appropriate. Assist District staff in properly advertising request for Bids. Provide information uniformly to bidders, conduct pre-bid conference and pre-bid job walks. Monitor Campus Project Architect's responses to bidder questions and issuance of Addenda and assist in the preparation of Addenda as necessary.
- b) **Bid Review.** Review Bids for price proposals, conformance to requirements, adequacy of bid bonds, accuracy of quantities, rates and unit prices, and time and schedule impacts. Make recommendations for awards and evaluate bid protests.
- c) **Awards.** Review performance and material/labor bonds for compliance with District requirements and Applicable Law. Arrange pre-award conference, as appropriate. Coordinate preparation and execution of Contract Documents.

**4.3.1.3 Permits, Bonds, Insurance.** Monitor Contractor's efforts to obtain all required permits, bonds and insurance coverages required for a Campus Project.

**4.3.1.4 Change Order and Claim Analysis.** Analyze and Process of change orders and claims for additional compensation or time extensions, with immediate notification to District of such requests and claims, and related cost overruns. On a monthly basis, prepare tabulated Change Order monitoring and impact reports describing work, cost and progress.

- 4.3.1.5 Testing, Inspection and Special Services.** Monitor the performance of the overall testing inspections and special services for a Campus Project. Required tests and inspections are developed by the Architect of Record for a Campus Project in conjunction with the Division of State Architect (DSA) and are reflected in the Campus Project Specifications and/or the DSA Test and Inspection Sheets. It is the Inspector of Record's responsibility to coordinate and schedule the testing or inspection activities. Special services such as site surveys and geotechnical services are defined by the Campus Project Architect of Record or its Subconsultants. All Special services are to be at the cost of the District.
- 4.3.1.6 Safety Program.** Review each safety program to ensure compliance with Contract Document requirements and monitor the Contractor's implementation of Site Safety Program and ensure that accidents are investigated and reported. The Contractor is responsible for developing and implementing a site safety program at each Campus Project Site.
- 4.3.1.7 Document Control and Recordkeeping.** Maintain files for Campus Projects utilizing Manager's filing structure and recommended document control system. All recordkeeping shall include all files on Construction Contracts, submittals, design, engineering, construction, Change Orders, test reports, inspections reports, regulations, and other records. Should District wish to obtain remote access to Manager's document control and/or project management systems, all necessary hardware, software and software licenses to obtain such access, if any, shall be purchased by the District at its sole cost and expense.
- 4.3.1.8 Progress Payments.** Manage the monthly Application for Payment (AFP) of Contractor(s), confirm submission of appropriate waivers, insurance certificates and other required documents, and recommend approval on AFPs.
- 4.3.1.9 Cost Accounting and Payments.** Maintain records of actual costs and Change Orders, monitor Contractor cost compliances, and submit Contractor's progress payment requests to District.
- 4.3.1.10 Initial Start-Up, Punch Lists and Building Inspections.** Monitor testing, balancing and start-up of utilities, equipment and operational systems, schedule job walks and building inspections, and assist Design Consultant(s), where applicable, in preparing and managing punch lists for incomplete Work or Defective Work.

**4.3.1.11 Operations and Maintenance Manuals and Warranties.**

Assemble manuals, warranties and certificates for equipment and building systems provided by the Contractor.

**4.3.1.12 Cleanup of Sites.** Monitor Contractor's Site clean up obligations and ensure Contractor complies with said obligations.

**4.3.1.13 Closeout Documentation.** Coordinate completion, issuance and Contractor's submission of all closeout documents to District including, such as As-Builts, lien waivers and releases, operations and maintenance manuals and warranties, permit inspections, and certificates and notices of completion, occupancy and Acceptance.

**4.3.1.14 Final Project Report and Payment.** Recommend and prepare the final payment for Contractor(s). Provide a final report to District that includes a financial summary of Construction Costs, Change Orders, costs of construction management and other services, and direct purchase items; a construction summary with schedule review; and a final acceptance summary of signed receipts from District staff of all closeout documents, furnishings, fixtures and equipment.

**4.3.2 Compensation.** Manager's compensation for Additional Services shall be at the Hourly Rates for Services set forth in Exhibit A hereto or mutually agreed upon Fee amount.

**4.3.3 Notice.** Manager shall notify District Administration in writing within seven (7) days after it receives any direction or request that Manager believes constitutes a request for the performance of Additional Services. The District Administration shall promptly respond to Manager's request for performance of Additional Services. Manager shall not perform any services it believes to be Additional Services until either it has received confirmation from the District Administration that such services are Additional Services, or until the District Administration has directed it to perform such services.

**4.3.4 Disputes.** If a dispute arises as to whether any service required constitutes an Additional Service or a Basic Service, Manager will nevertheless promptly perform such services, if directed to do so by District in writing. Neither District's request, Manager's performance, nor the acceptance of such disputed services by District will constitute or be deemed to be a waiver on the part of District or Manager of their respective rights concerning the appropriate classification of the services rendered.

#### **4.4 TERM**

**4.4.1 Basic Term.** When this Agreement has been fully executed by the Parties, the Term shall commence on the date first set forth above and shall end when the District has issued notices of completion for all Campus Projects and all punchlist items for the Campus Projects have been completed or waived by District, or upon the termination of this Agreement as set forth in Article 7, whichever occurs earlier. Manager's obligations under this Agreement shall survive and continue uninterrupted after expiration of the Basic Term to the extent necessary to achieve complete and satisfactory performance of its obligations under this Agreement, as requested by the District, and subject to Manager's right to payment for Additional Services.

**4.4.2 Additional Services.** Manager shall be entitled to compensation for all services performed after the Basic Term as Additional Services unless such services should have been performed during the Basic Term and were not because, in whole or in substantial part, of the fault, default or negligence of Manager. Manager shall be entitled to compensation as Additional Services for Construction Management services for an individual Campus Project that is delayed, through no fault of Manager, more than sixty (60) days past the original as-planned duration of the Campus Project.

### **ARTICLE 5 PAYMENTS**

#### **5.1 PAYMENT SCHEDULES**

Not later than ten (10) days after this Agreement has been fully executed by the Parties, Manager will submit for District's approval Manager's proposed schedule for the payment of Manager's fee for Program Management services, which approval will not be unreasonably withheld by the District.

#### **5.1 APPLICATIONS FOR PAYMENT**

**5.1.1 Monthly Payment Applications.** Manager shall submit a monthly Application for Payment to the District on or before the fifteenth Day of the month, setting forth in detail:

- a) the amount invoiced for Program Management services in accordance with the approved payment schedule;
- b) the amount invoiced for Construction Management services for each Campus Project;
- c) the amount invoiced for authorized Additional Services rendered; and

- d) authorized Reimbursable Expenses incurred during the previous month.

## **5.2 PAYMENT BY DISTRICT**

Payments of undisputed sums invoiced by Manager shall be made by District monthly within thirty (30) days after receipt by the District of a proper and timely Application for Payment.

## **5.3 PAYMENT DISPUTES**

In the event of any good faith dispute as to whether a particular payment or a portion of a particular payment is owed or not owed by District to Manager under this Agreement, the District may withhold the disputed portion of such payment but shall timely pay all undisputed portions.

Should District withhold any amount invoiced by Manager, District shall so notify Manager in writing of the reasons therefor. Within ten days of receipt of such notice from District, Manager shall submit to District an explanation or justification of the amounts in dispute. District shall, within ten days of receipt of Manager's explanation or justification, either pay the disputed amounts or provide Manager a written explanation of its continuing objection. The District and Manager will resolve all such disputes in a reasonable time not to exceed sixty (60) days from the date the amount invoiced by Manager would have been due but for the dispute. If District continues to object, the amount in dispute shall be treated by Manager as a Claim and resolved in accordance with Article 9.

Upon the resolution of any dispute, District shall promptly pay any amounts found to be owed to Manager. If it is subsequently determined that the amount was not properly withheld nor the subject of a good faith dispute, District shall pay interest at the rate of one point nine percent (1.9%) on the withheld amount from the date such payment was due until paid. If District elects to pay a disputed amount and it is subsequently determined that District overpaid Manager, Manager shall refund to District the amount of such payment plus accrued interest computed at the rate of one point nine percent (1.9%) from the date of such overpayment until refunded.

## **ARTICLE 6 MANAGER'S RECORDS AND FILES**

### **6.1 RECORDS**

**6.1.1 Maintenance of Project Books and Records.** Manager shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by District to verify the scope or charges for any services provided under this Agreement. Manager shall maintain such records in sufficient detail to permit 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.

**6.1.2 Audit of Records.** District, District's independent auditors, or their designee, upon reasonable notice 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 Manager's performance of this Agreement. Such right to audit shall include but not be limited to, inspection at all reasonable times at Manager's offices or facilities. In addition, Manager shall furnish facilities and cooperate fully with the audit. Upon request, Manager shall provide reproducible copies of books, records and other documents that are applicable to this Agreement for reproduction by the District or its designee at the District's cost.

**6.1.3 Privileged Communications.** Manager acknowledges that any communication between Manager and District's attorneys, or work which is received from or performed at the request of District's attorneys, are work product and communications shall be protected by the attorney-client and attorney work product privileges and shall be maintained in confidence by Manager except as authorized in writing by District's counsel, or its authorized designee.

## **ARTICLE 7 EARLY TERMINATION OF AGREEMENT**

### **7.1 TERMINATION BY DISTRICT**

**7.1.1 For Cause.** If District determines that Manager has failed to perform in accordance with the terms and conditions of this Agreement, District may terminate all or part of the Agreement for cause. This termination shall be effective if Manager does not cure its failure to perform within thirty (30) days or, if the failure to perform cannot be cured within thirty days, if Manager does not commence to cure within thirty days, after receipt of a written notice of intention to terminate from District specifying the failure in performance. If a termination for cause does occur, District will have the right to withhold contested monies otherwise payable to Manager until Final Completion of all Campus Projects. If District incurs additional costs, expenses or other damages due to the failure or negligence of Manager to properly perform pursuant to this Agreement, these costs, expenses or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to Manager upon Final Completion of all Campus Projects.

**7.1.2 For Convenience.** District may terminate or suspend performance of this Agreement for convenience and without cause, including but not limited to, declaration of bankruptcy or insolvency, loss of funding and/or permanent

abandonment of the project(s) at any time upon thirty (30) Days written notice to Manager, in which case District will pay Manager for all Services and authorized Additional Services performed, and all authorized Reimbursable Expenses incurred and paid, under and in accordance with this Agreement up to and including the date of termination, as well as reasonable costs of termination and demobilization. Such payment shall be limited to, Services and authorized Additional Services performed through the date of termination, reimbursable expenses incurred through the date of termination, and reasonable demobilization expenses. Manager shall not be entitled to compensation for any lost profits or compensatory or consequential damages in the event of such termination.

## **7.2 TERMINATION BY MANAGER**

**7.2.1 For Cause.** Manager may terminate this Agreement under any of the following conditions:

- a) If District fails to make any undisputed payment to Manager when due in accordance with this Agreement and such failure remains uncured for sixty (60) Days after written notice to District of such default and of Manager's intent to terminate;
- b) If the District fails to enforce its obligation to require District staff to cooperate with and support the Manager in the performance of its obligations under this Agreement; or
- c) If the Project is suspended for more than one hundred eighty consecutive (180) Days due to lack of funds or adverse bond market conditions, upon thirty (30) Days' notice to District, provided District does not reactivate the Project within such thirty Day period. If the Project is reactivated and this Agreement is still in full force and effect, District shall equitably adjust Manager's compensation to provide for reasonable and necessary expenses incurred by Manager which are directly attributable to the interruption and resumption of service.

**7.2.2 Payment for Services.** In the event of a termination of this Agreement by Manager in accordance with Section 7.2, District shall pay Manager the amounts described in Section 7.1.2 subject to the limitations set forth therein.

## **7.3 FORCE MAJEURE**

Any prevention, delay or stoppage due to Force Majeure Circumstances shall excuse the performance by either party for a period equal to any such prevention, delay or stoppage, except the obligations imposed pursuant to this Agreement with regard to payment by District (unless expressly excused). If the Force Majeure Circumstances persist for more than one hundred consecutive Days, District may at its option terminate the Agreement upon written notice to Manager.



## ARTICLE 8 INDEMNIFICATION AND INSURANCE

### 8.1 INDEMNIFICATION

**8.1.1 Manager Indemnification.** To the fullest extent permitted by law, Manager agrees to indemnify, defend and hold harmless, District, Board of Trustees, and each of their members, officers, employees, agents, insurers and volunteers (“Indemnatee(s)”), through legal counsel selected by the District, from any and all Losses, to the extent arising out of or relating to any of the following:

- a) Negligent performance or nonperformance of this Agreement ,willful misconduct by Manager or its Subconsultants;
- b) Negligent activities or acts or willful misconduct of Manager or its Subconsultants on the Site or on other District properties;
- c) The nonpayment by Manager undisputed amounts to anyone with whom Manager has entered into a contract to furnish Work for a Campus Project; or
- d) Any personal injury or property damage to third persons arising from negligent acts or omissions or willful misconduct by Manager or its Subconsultants.

Nothing contained herein shall be construed as obligating Manager to indemnify any Indemnatee for Losses resulting from the Indemnatee’s sole or active negligence or willful misconduct. Nothing in the Contract Documents shall be construed to give rise to any expressed or implied right in favor of Manager for indemnity or contribution from District.

**8.1.2 District Indemnification.** To the fullest extent permitted by law, District agrees to indemnify, defend and hold harmless, Manager, its officers, employees, agents, insurers and volunteers (“Indemnatee(s)”), through legal counsel selected by Manager, from any and all Losses, to the extent arising out of or relating to any of the following:

- a) The District’s negligent performance or nonperformance of this Agreement or willful misconduct;
- b) Any personal injury or property damage to third persons arising from the sole negligent acts or omissions or willful misconduct by District.

Nothing contained herein shall be construed as obligating District to indemnify Manager for Losses resulting from the Manager’s sole or active negligence or willful misconduct. Nothing in the Contract Documents shall be construed to give rise to any expressed or implied right in favor of District for indemnity or contribution from Manager.

## **8.2 INSURANCE**

**8.2.1 Basic Insurance Requirements.** Prior to commencing Work, Manager and each of its Subconsultants shall procure and maintain insurance at Manager's own cost and expense for the duration of the Basic Term against Losses or claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or services hereunder by Manager, its agents, representatives, employees, or Subcontractors.

**8.2.1.1** Without affecting the indemnity provided in Section 8.1, Manager shall secure before commencement of the Work and maintain throughout the Basic Term the types and amounts of insurance specified in Section 8.2. Other provisions of this Agreement may require Manager to maintain a policy or type of insurance coverage beyond the end of the Basic Term.

**8.2.1.2** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6, unless otherwise approved by District.

**8.2.1.3** Each insurance policy required by Section 8.2 shall be endorsed to state that coverage shall not be canceled except after thirty Days prior written notice by certified mail, return receipt requested, has been given to District in accordance with the notice provisions of this Agreement.

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

**8.2.2.1** Commercial General Liability Insurance (CGL) with a limit of not less than one million dollars per occurrence/one million dollars in the annual aggregate.

**8.2.2.2** Business Automobile Liability Insurance with a limit of not less than one million dollars per accident.

**8.2.2.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than one million dollars per occurrence/one million dollars in the annual aggregate.

**8.2.2.4** Workers' Compensation Insurance as required by the State of California.

**8.2.2.5** Employer's Liability Insurance in the amount of one million dollars per accident for bodily injury or disease.

**8.2.3 Minimum Scope of Insurance.**

**8.2.3.1** CGL insurance shall be written 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.

**8.2.3.2** Business Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles).

**8.2.3.3** 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 three years after Final Completion of the Project. The “retro date” must be shown and must be before the date of this Agreement.

**8.2.4 Deductibles and Self-Insured Retentions.** Any self-insured retentions in excess of fifty thousand dollars must be declared to and approved by District. At the option of District, the insurer shall reduce or eliminate such self-insured retentions as respect District, its officers, officials, employees or volunteers; or Manager shall provide a financial guarantee satisfactory to District guaranteeing payment of Losses and related investigation, claim administration and defense expenses.

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

**8.2.5.1** District, its officers, officials, employees, and volunteers 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 Manager including materials, parts or equipment furnished in connection with such Work or operations, under the CGL policy. District and other additional insureds mentioned in the Paragraph shall not, by reason of their inclusion as additional insured, become liable for any payment of premiums to carriers for such coverage.

**8.2.5.2** For any claims related to this Project or any Campus Project, insurance coverage shall be primary as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it.

**8.2.5.3** 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 Subdivision (b) of Section 2782 of the Civil Code.

**8.2.6 Waiver of Subrogation.** For Commercial General Liability, Workers’ Compensation, and Employer’s Liability insurance, the insurer shall agree, in writing, to waive all rights of subrogation against District, its officers, officials, employees, and volunteers for Losses arising from activities and operations of insured in the performance of services under this Agreement.

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

**8.2.8 Verification of Insurance.** Manager shall furnish District with original certificates and amendatory endorsements effecting coverage required by Section 8.2. 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. All certificates and endorsements are to be received and approved by District before Work commences. District reserves the right to review complete original or certified copies of all required insurance policies at any time, including endorsements affecting the coverage required by these specifications.

**8.2.9 Subconsultants.** Manager shall include all Subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each Subconsultant. All coverages for Subconsultants shall be subject to all of the requirements stated in Section 8.2.

## **ARTICLE 9 DISPUTE RESOLUTION**

### **9.1 RESOLUTION OF CLAIMS**

Claims shall be resolved by the parties in accordance with the provisions of this Article, in lieu of any and all rights under the law that either party have its rights adjudged by a trial court or jury. All Claims shall be subject to the Claims Resolution Process set forth in this Article, which shall be the exclusive recourse of Manager and District for determination and resolution of Claims.

### **9.2 RESOLUTION OF OTHER DISPUTES**

Disputes between District and Manager that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Los Angeles, and shall not be subject to the Claims Dispute Resolution Process.

### **9.3 SUBMISSION OF CLAIM**

**9.3.1 By Manager.** Manager's right to commence the Claims Dispute Resolution Process shall arise upon District's written response denying all or part of a Claim. Manager shall submit a written Statement of Dispute to District within fourteen

(14) Days after District rejects all or a portion of Manager's Claim. Failure by Manager to timely submit its Statement of Dispute shall result in the decision by District on the Claim becoming final and binding. Manager's Statement of Dispute shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Manager under this Agreement. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Manager's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Manager's time for performance. Adequate supporting data to a Statement of Dispute submitted by Manager involving Manager's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data or documents as required to demonstrate the grounds for, and precise amount of, the Claim.

**9.3.2 By District.** District's right to commence the Claims Dispute Resolution Process shall arise at any time following District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude District from asserting Claims in response to a Claim asserted by Manager. A Statement of Claim submitted by District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by District as a result of such events and all supporting data or document as required to demonstrate the grounds for, and precise amount of the claim.

## **9.4 CLAIMS DISPUTE RESOLUTION PROCESS**

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence in which they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

**9.4.1 Direct Negotiations.** Designated representatives of District and Manager shall meet as soon as possible (but not later than ten Days after receipt of the Statement of Dispute) in a good faith effort to resolve the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve the Claim, subject only to District's right and obligation to obtain Board of Trustees approval of any agreed settlement or resolution. If the Claim involves a claim by a Subconsultant against Manager that is in turn being asserted by Manager against District, then such Subconsultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be

confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**9.4.2 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Section 9.4.1, the parties shall submit the Claim to non-binding mediation before a mutually acceptable third party mediator.

**9.4.2.1 Qualifications of Mediator.** The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five years of experience in public works construction contract law and in mediating public works construction disputes.

**9.4.2.2 Submission to Mediation and Selection of Mediator.** The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within fifteen Days after the receipt of such written notice, then the parties shall submit the matter to the Los Angeles County Superior Court for selection of a mediator in accordance with this Agreement and Applicable Law.

**9.4.3.3 Mediation Process.** The mediation shall be conducted at a District office. The costs of mediation shall be shared equally by both parties. The mediator shall provide an independent assessment on the merits of the dispute and recommendations for resolution. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

## **9.5 NON-WAIVER**

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including but not limited to any defense based on the assertion that the rights of Manager that are the basis of a Claim were previously waived by Manager due to failure to comply with the Agreement, including, without limitation, Manager's failure to comply with any time periods for providing notice of requests for adjustments of the Staffing Plan or Deliverables Schedule or for submission of Claims or supporting documentation of Claims.

## **ARTICLE 10 GENERAL CONDITIONS**

### **10.1 NON-DISCRIMINATION IN EMPLOYMENT**

**10.1.1** 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, or disability in accordance with requirements of

Applicable Laws. Manager shall ensure 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, or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

- a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- b) Selection for training, including apprenticeship.

**10.1.2** Manager agrees to post in conspicuous places in each of Manager's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of Section 10.1 and any other notice required by Applicable Laws.

**10.1.3** Manager shall, in all solicitations or advertisements for employees placed by or on behalf of 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, or disability, in accordance with requirements of Applicable Laws.

**10.1.4** 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 Manager's commitments under Section 10.1.

**10.1.5** 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, or disability in accordance with the requirements of Applicable Laws.

**10.1.6** In accordance with Applicable Laws, 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 Section 10.1. Manager shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of Section 10.1.

**10.1.7** If the District finds that any of the provisions of this Section 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 Manager has violated State or Federal anti-

discrimination laws shall constitute a finding by District that Manager has violated the provisions of this Section.

## 10.2 NOTICES

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

- a) on the date delivered if delivered personally;
- b) on the third business day after the deposit thereof in the United States mail by certified or registered mail, postage prepaid, and addressed as hereinafter provided; and
- c) on the date sent if sent by facsimile transmission; and

**10.2.1 Notice Recipients.** All notices, demands or requests shall include the Project name and the number of this Agreement and be addressed to the parties as follows:

**To District at:**

Bassett Unified School District  
Attn: Superintendent  
904 North Willow Avenue  
La Puente, California 91746

With an additional copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Manager at:**

Luis Rojas  
Del Terra Group  
13181 Crossroads Parkway North,  
Suite 540  
City of Industry, CA 91746

With an additional copy to:

Chris Roux, Esq.  
Alston + Bird LLP  
333 South Hope Street, 16<sup>th</sup> Floor  
Los Angeles, California 90071



### **10.3 HAZARDOUS SUBSTANCES**

If Manager becomes aware that a Hazardous Substance is on Site, or on campus related to the Project, the Manager shall immediately notify the District and upon approval of the District direct the responsible Contractor to take the appropriate action to mitigate the unsafe condition. Further, the Manager will document such actions in accordance with the Safety Program.

### **10.4 CONFLICTS OF INTEREST**

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

### **10.5 PERMITS AND LICENSES**

Manager, at its sole expense, shall obtain and maintain during the term of this Agreement, all business and professional permits, licenses and certificates which are required for its performance of its services on the Project.

### **10.6 FEDERAL GRANTS**

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

### **10.7 WAIVER**

Provisions of this Agreement may be waived by District or Manager only in writing signed by the Superintendent or Manager’s President 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.

### **10.8 THIRD PARTIES**

10.8.1 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 law.

10.8.2 If District receives any claim relating to this Agreement or Work performed under this Agreement by any person other than Manager, District shall notify Manager

of such claim within ten (10) Days. Project Manger shall reimburse District for the reasonable costs incurred by District to provide such notice.

## **10.9 EXTENT OF AGREEMENT**

This Agreement represents the entire Agreement between District and Manager for furnishing of Campus Program management services and supersedes all prior negotiations, representations or agreements, either written or oral, except as otherwise expressly provided. This Agreement may be amended only by written instrument signed by authorized representatives of both District and Manager, which has no force or effect until it has been formally approved or ratified by the Board of Education.

## **10.10 SEVERABILITY**

In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.

## **10.11 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon District and 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 Manager without the prior written consent and approval of District, which may be granted or withheld in District's sole discretion.

## **10.12 CONFIDENTIALITY**

Manager shall treat all information and data furnished to it by District or any other Project Team member or otherwise obtained or prepared by Manager concerning the Project, 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 Manager's performance of this Agreement or any governmental filings or applications. Manager's obligations of confidentiality shall not apply to:

- a) Information which was in or subsequently enters the public domain through no fault of Manager;
- b) Information that was in the possession of Manager prior to disclosure by the District; or
- c) Information that is disclosed to Manager by a third party under no obligation of confidentiality to the District.

Manager shall not engage in or permit any public references or statements to the Project, District or Manager's services hereunder, including 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 at the District's discretion. Manager shall instruct all of its employees of this obligation and

shall use its best efforts to ensure full compliance with this Section. The provisions of this Section shall survive termination of this Agreement, in perpetuity.

#### **10.13 ENDORSEMENT**

Nothing in this Agreement shall be construed as conferring on any party the right to use the other party's name as an endorsement of any product or service to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Nothing in this Agreement shall be construed as an endorsement of any commercial product or service by District, its officers, or employees.

#### **10.14 NUISANCE**

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

#### **10.15 INDEPENDENT CONTRACTOR**

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 Manager or any of Manager's officers, agents or employees, except as herein set forth. 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.

#### **10.16 COMPLIANCE WITH APPLICABLE LAWS**

Manager shall, at all times in its performance of its obligations under this Agreement, comply with all Applicable Laws.

#### **10.17 TIME OF ESSENCE**

All time limits set forth in this Agreement pertaining to Manager's performance of any obligation to District or for the benefit of a Campus Project are of the essence to this Agreement.

#### **10.18 ASSIGNMENT OF CLAIMS**

In entering into this Agreement, Manager offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time that District tenders final payment to Manager, without further acknowledgment by the parties.

#### **10.19 GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California. For all purposes, the parties shall be considered to have performed their respective obligations under this Agreement in the County of Los Angeles. The parties understand and agree that the appropriate venue for any and all legal action is the federal or state court having jurisdiction within the County of Los Angeles, California.

**10.20 PLURAL, SINGULAR**

Definitions of terms that are phrased in the singular shall be deemed to include the plural, and vice versa, where appropriate to the circumstances.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement, on the day and year first above written.

**BASSETT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

**DEL TERRA GROUP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### HOURLY RATE SCHEDULE FOR ADDITIONAL SERVICES

POSITION/CLASSIFICATIONS	RATE
Principal/Project Executive	\$ 210.00
Program Director	\$ 190.00
Program Manager	\$ 180.00
Senior Project Manager	\$ 170.00
Sr. Construction Manager	\$ 160.00
Project Manager	\$ 150.00
Construction Manager	\$ 145.00
Design Manager	\$ 140.00
Estimator	\$ 130.00
Scheduler	\$ 130.00
Field Superintendent	\$ 120.00
Assistant Project Manager	\$ 120.00
Assistant Construction Manager	\$ 110.00
Field Engineer	\$ 100.00
Accounting	\$ 95.00
Project Coordinator	\$ 85.00
Document Control	\$ 75.00
Administrative Assistant	\$ 75.00
*Rates quoted above subject to yearly cost of living adjustments.	

## EXHIBIT B

**Bassett Unified School District**  
**Del Terra Group: Program and Construction Management Contract**  
**Fee Extension Forecast: June 2019 v.3 - CM Fee Reduction and Overall PM Fee Reduced**

Project Name	Project Value	Start of PM/CM Effort	Est'd End of PM/CM Effort	PM Fee (4.0%)	CM Fee (5.9%)	Total Fee (100%)	PM Fee Allocation			CM Fee Allocation		
							Program Development (40%)	Pre-Constr., Planning, Design (50%)	Bid Award (10%)	Percent Complete of Constr. (90%)	Close Out (10%)	Total Fee (100%)
<b>Projects</b>												
Bassett HS Swimming Pool Remodel: Option A	\$3,850,000			\$ 154,000	\$ 227,150	\$ 381,150	\$ 61,600	\$ 77,000	\$ 15,400	\$ 204,435	\$ 22,715	\$ 381,150
DSA Close Out: Outstanding 'A' #s	\$235,000			\$ 9,400	\$ 13,865	\$ 23,265	\$ 3,760	\$ 4,700	\$ 940	\$ 12,479	\$ 1,387	\$ 23,265
BHS Gym: New HVAC	\$1,271,875			\$ 50,875	\$ 75,041	\$ 125,916	\$ 20,350	\$ 25,438	\$ 5,088	\$ 67,537	\$ 7,504	\$ 125,916
Locker Room Renovations: Various Sites	\$1,320,000			\$ 52,800	\$ 77,880	\$ 130,680	\$ 21,120	\$ 26,400	\$ 5,280	\$ 70,092	\$ 7,788	\$ 130,680
AB1266 Compliance	\$310,000			\$ 12,400	\$ 18,290	\$ 30,690	\$ 4,960	\$ 6,200	\$ 1,240	\$ 16,461	\$ 1,829	\$ 30,690
BHS Football Field Renovation	\$1,056,000			\$ 42,240	\$ 62,304	\$ 104,544	\$ 16,896	\$ 21,120	\$ 4,224	\$ 56,074	\$ 6,230	\$ 104,544
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PROGRAM</b>	<b>\$ 8,042,875</b>			<b>\$ 321,715</b>	<b>\$ 474,530</b>	<b>\$ 796,245</b>	<b>\$ 128,686</b>	<b>\$ 160,858</b>	<b>\$ 32,172</b>	<b>\$ 427,077</b>	<b>\$ 47,453</b>	<b>\$ 796,245</b>
				Total Previously Invoiced			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				Total Amount Remaining			\$ 128,686	\$ 160,858	\$ 32,172	\$ 427,077	\$ 47,453	\$ 796,245