NOTICE IS HEREBY GIVEN, that the Board of Trustees of the Peralta Community College District (“PCCD” or “District”), Oakland, California, through the Department of General Services, is hereby requesting statements of qualification and statements of proposal for bond program management services. The successful vendor will furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project. Project scope will include establishing the overall organizational structure of the program, developing appropriate delivery methods for each project, procuring one or more design, project and construction management firms to manage the design and on-site construction activity of each project. The scope will also include coordination and communication with each of the campuses, assisting the District with the procurement of appropriate consultants and contractors, and otherwise generally perform the scope of basic services outlined in this RFQ/P.

Respondents to the RFQ/P should mail or deliver (1) original bound copy clearly marked “original” and one (1) copy on a flash drive of their Statement of Qualifications (“SOQ”) and Proposal (together, “Submittal”) to:

Seraphine Nzomo, Purchasing Department
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

ALL RESPONSES ARE DUE BY 2:00 P.M., on Tuesday, October 22, 2019. Any submittal received after that date and time will not be accepted and will be returned unopened.

Each Submittal must conform and be responsive to the requirements set forth in the RFQ/P.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified. The District reserves the right to take any action deemed in the best interest of the District. Interested firms are responsible for any and all expenses that they may incur in this process and all submitted information becomes the property of the District.

A complete copy of the RFQ/P is available at the Purchasing Department, located at 333 East 8th Street, Oakland, CA 94606, or on the District’s website
https://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfqs/

If you have any questions regarding the RFQ/P please email Seraphine Nzomo at snzomo@peralta.edu before 2:00 p.m. on Tuesday, October 8, 2019.
## SUBMITTAL SCHEDULE

<table>
<thead>
<tr>
<th>Issue</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ/P Number</td>
<td>19-20/04</td>
</tr>
<tr>
<td>Project Advertisement Dates</td>
<td></td>
</tr>
<tr>
<td>Project Advertisement Dates Friday, September 20, 2019</td>
<td></td>
</tr>
<tr>
<td>Project Advertisement Dates Friday, September 27, 2019</td>
<td></td>
</tr>
<tr>
<td>Mandatory Pre-submittal Meeting Date</td>
<td><strong>Tuesday, October 1, 2019, 10:00 AM</strong></td>
</tr>
<tr>
<td>Mandatory Pre-submittal Meeting Date</td>
<td>District’s Board Room</td>
</tr>
<tr>
<td>Mandatory Pre-submittal Meeting Date</td>
<td>333 East 8th Street, Oakland, CA 94606</td>
</tr>
<tr>
<td>Last Day for Written Questions</td>
<td><strong>Tuesday, October 8, 2019 at 2:00 PM</strong></td>
</tr>
<tr>
<td>Last Day for Written Questions</td>
<td>(by email to <a href="mailto:snzomo@peralta.edu">snzomo@peralta.edu</a>)</td>
</tr>
<tr>
<td>Addendum Issued</td>
<td><strong>Tuesday, October 15, 2019, by 5:00 PM</strong></td>
</tr>
<tr>
<td>Statements of Qualification and Statements of Proposals DUE</td>
<td><strong>Tuesday, October 22, 2019, by 2:00 PM</strong></td>
</tr>
<tr>
<td>Notification of interview finalists</td>
<td><strong>Tuesday, October 29, 2019, by 5:00 PM</strong></td>
</tr>
<tr>
<td>Interview Date</td>
<td><strong>Tuesday, November 5, 2019</strong></td>
</tr>
<tr>
<td>Board of Trustees Contract Approval Date</td>
<td><strong>Tuesday, November 26, 2019</strong></td>
</tr>
</tbody>
</table>
**INSTRUCTIONS FOR SUBMITTING SUBMITTAL**

| Submittal Address                  | Peralta Community College District  
Purchasing Department  
Attn: Seraphine Nzomo, Buyer  
333 East 8th Street  
Oakland, CA 94606 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Submittal Copies</td>
<td>One (1) Original copy clearly marked “original” AND One (1) electronic version in pdf format on a Flash Drive</td>
</tr>
</tbody>
</table>
| Submittal Envelope Requirements   | Submittal must be sealed and have the following information clearly marked and visible on the outside of the envelope:  
- RFQ/P Number  
- Name of Your Company & Primary Contact  
- Address  
- Phone Number  
- Email Address |
| Late Submittals                   | Statements of Qualification (SOQs) and Statements of Proposal (SOPs) received after the stated time and date will not be accepted. They will be returned, unopened, to the vendor. There are NO exceptions. |

**How to Obtain RFQ/P Documents.** The RFQ/P documents may be obtained from the Purchasing Department as listed below or through the District’s website as follows:

Peralta Community College District Purchasing Department  
333 East 8th Street  
Oakland, CA 94606  
Monday through Friday 9:00 AM to 4:00 PM (510) 466-7225  
**Website:** Click on “Business Opportunities,” and then “List of Current RFPs/Bids.” Download the RFQ/P packet. Or use the hyperlink:  
https://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfqps/  

**FULL OPPORTUNITY**

The Peralta Community College District hereby affirmatively ensures that, Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.
## EXHIBITS TO THIS SOLICITATION (TABLE)

<table>
<thead>
<tr>
<th>Title</th>
<th>Must Be Returned with Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A – Litigation and Claims Questionnaire</td>
<td>Yes</td>
</tr>
<tr>
<td>Exhibit B – Vendors Questionnaire and Certificate of Compliance</td>
<td>Yes</td>
</tr>
<tr>
<td>Exhibit C – Environmentally Sustainable Procurement</td>
<td>Yes</td>
</tr>
<tr>
<td>Exhibit D – Certificate Regarding Workers’ Compensation</td>
<td>Yes</td>
</tr>
<tr>
<td>Exhibit E – Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>Exhibit F – Small Local Business Enterprise/Small Emerging Local Business Enterprise Program</td>
<td>No</td>
</tr>
<tr>
<td>Exhibit G – SLBE/SELBE Self Certification Affidavit</td>
<td>Yes, If applicable</td>
</tr>
<tr>
<td>Exhibit H – Non-Collusion Declaration</td>
<td>Yes</td>
</tr>
<tr>
<td>Exhibit I – Basic Services Scope Description Guidelines</td>
<td>No</td>
</tr>
<tr>
<td>Exhibit J – Glossary of Terms – Key Personnel Definitions</td>
<td>No</td>
</tr>
<tr>
<td>Exhibit K – Iran Contracting Act Certification</td>
<td>Yes</td>
</tr>
<tr>
<td>Exhibit L – RFQ/P Acknowledgement and Signature Form</td>
<td></td>
</tr>
<tr>
<td>Exhibit M – Examples of Program Management Procedures and Forms</td>
<td>No</td>
</tr>
<tr>
<td>Exhibit N – Sample Agreement for Bond Program Management Services</td>
<td>No</td>
</tr>
</tbody>
</table>
PROGRAM OVERVIEW

Founded in 1964, the Peralta Community College District ("PCCD" or "District") is a collaborative community of colleges comprised of Berkeley City College, College of Alameda, Laney and Merritt colleges in Oakland, Calif. The Peralta Colleges provide a dynamic multicultural learning environment offering accessible, high-quality educational programs and services, including two-year degrees, certificates and university transfer programs, to more than 30,000 students. The District is seeking to select a bond program manager who will manage the Measure A and Measure G capital improvement bonds.

The District currently has an active program at all four sites. This capital construction project is funded by a combination of sources that includes funding from the State of California and local bond Measures. Approved by the voters in 2006 Measure A allows the District to issue and sell bonds of up to $390,000,000. The remaining unissued authorization under Measure A is $65,000,000. Measure G was approved by the voters in November 2018, allowing the District to issue and sell bonds in an amount of up to $800,000,000.

The District intends to select a qualified firm (or joint venture entity) to provide bond program management services. The term of the negotiated contract as a result of this RFQ/P will be up to five years.

In addition to providing the highest level and quality of comprehensive program management services for the bond program, proposers are advised that the successful firm will report to the District’s Vice Chancellor of General Services (or designee). The program manager will be expected to lead and coordinate independently contracted design and construction management vendors, implement consistent and “best in class” procedures for procurement, communication, and project and construction management execution, prepare contracts and reports, including board reports, coordinate the District’s PLA and other outreach efforts, and otherwise coordinate all aspects of the program. The program manager is also expected to collaborate with various District departments and staff, as well as the leadership at each campus, including the on-site facilities and/or business managers. The program manager will ensure that the projects satisfy the requirements of their educational and facility master plans in all matters of accreditation, and fully address the ongoing maintainability, functionality, and operability of the campus during and after construction.

SCOPE OF SERVICES

The program management team will be the functional lead for managing all aspects of the bond program on day to day basis. This includes the final tranche of Measure A and all of Measure G. Any firm selected based on this RFQ/P process must be capable of providing full bond program management services from development of a program management plan through the preconstruction and construction phases of any and all selected Program projects. The desired Scope of Services is set forth in Exhibit “A” to the District’s form of Agreement for Bond Program Management Services ("Agreement"), which is distributed with this RFQ/P as Exhibit “N” and incorporated herein by this reference.

As a guideline assist proposers in developing a technical approach that will ensure the highest level and quality of services to the District, the District has provided descriptions of basic services to be provided by the Bond Program Manager. The Basic Services Scope Description Guidelines are set forth in Exhibit “I” and incorporated herein by this reference.
In addition to providing the highest level and quality of comprehensive program management services for the bond program, Proposers are advised that the Bond Program Manager will report to the District’s Vice Chancellor of General Services or designee, with ongoing collaboration and coordination with campus Administrative leadership, including but not limited to the President, Vice-President of Instruction, Vice President of Student Services, and the Business and/or Facilities Manager. The Bond Program Manager will ensure that construction projects satisfy the requirements of the educational, facility and technology master plans, and fully address the ongoing maintainability, functionality, and operability of the campus during and after construction.

The Proposers are encouraged to refer to the following link for additional information: “FACILITIES, TECHNOLOGY MASTER PLAN UPDATE | BOARD APPROVED MARCH 13, 2018”


SUBMISSION REQUIREMENTS AND FORMAT

The District has scheduled a mandatory pre-qualification meeting as shown on the schedule. Please present and label your responses in the order presented on the scoring sheet provided (later) in this document. Respond to the following submission requirements in a straightforward, concise format to meet the requirements of the RFQ/P. PCCD will use your responses to objectively determine your capabilities and experience. Limit your SOQ to forty (40) pages total (excluding any appendix and the required attachment forms provided with this RFQ/P). The scoresheet is shown on the next page.

Responses may not be longer than a maximum of forty (40) pages (20 pages double sided for the printed version, excluding tabs or separator sheets), on 8 ½” x 11” paper and formatted in no smaller than 11 point font. Each section shall be labeled according to the sections below. All submitted material must be bound. Submittals must be able to fit into a 9 x 11½ inch folder. Please include one (1) original clearly marked “original” and one (1) electronic version in PDF format on a Flash Drive.

Contract and Compensation. Following this qualification-based selection process, fees for services will be negotiated with the most highly qualified firm based on the submitted SOP and determined in accordance with the provisions of the agreement. Subsequently, if an agreement on fees cannot be reached in a timely manner with the highest qualified firm, the District will seek to reach an agreement with the next best qualified firm, and so on. Should the District not be able to reach an agreement with any of the top three ranked firms, the District shall select additional firms in order of their competence and qualifications and continue negotiations with the next highest ranked firm.
# SCORING SHEET

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Letter of Interest.</strong> Company information &amp; executive summary (3 points); adherence to the 40 page limit and submission of all required forms (3 points).</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td><strong>Technical Approach Guidelines.</strong> Elaboration and response to the twelve (12) items listed in the “Technical Approach Guidelines” demonstrating experience managing programs of similar size, scope of work, and complexity (4 points each).</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td><strong>Relevant Experience.</strong> Demonstrate company and staff qualifications (and experience) with programs of similar size and complexity, including specific experience managing projects with the following characteristics (5 points each): 1. State Funded projects; 2. DSA; 3. Community College decision making experience; 4. Multi-site programs; 5. Experience of key personnel; 6. Knowledge &amp; experience with the design and construction community in the Bay Area; 7. Understanding and experience managing programs with community outreach programs; 8. Fit with culture, community and values of PCCD.</td>
<td>40</td>
</tr>
<tr>
<td>4</td>
<td><strong>Environmental sustainability.</strong> Understanding of environmental sustainability practices and initiatives. Knowledge of District practices and policies in this area.</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td><strong>Financial strength of company.</strong> Demonstrates financial health suitable to execute a long term contract with the District.</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td><strong>SLBE and SELBE.</strong> Company (prime vendor) meets the District’s definition of SLBE or SELBE, and/or has demonstrated a willingness to partner in a significant manner with such firm (JV or JV partner of significant influence is 5 points, sub-consultants gain 2 points each to a maximum of 5 points).</td>
<td>5</td>
</tr>
</tbody>
</table>

Total: 100
COMPANY QUALIFICATIONS (LETTER OF INTEREST)

Please provide the following information in a letter of interest signed by the Principal in Charge or Executive responsible for the program.

A. Firm Background. Briefly furnish background information about your firm:
1. Legal form of business under which firm operates (i.e., corporation, partnership, sole proprietor);
2. Years in business including date founded;
3. Number and location of offices, location of company headquarters/main office;
4. Principal lines of business;
5. Total number of employees and number of employees in the office serving PCCD;
6. Any mergers or acquisitions occurring within the past three (3) years and any mergers or acquisitions currently planned to occur in the next twelve (12) months;
7. Name of Principal in Charge or Executive responsible for program; and
8. Name, telephone number and email address of the responsible point of contact for your proposal.

The Proposer shall demonstrate the ability to manage large dollar value programs and must have managed at least three (3) programs in the past five (5) years of similar size and scope. Scope must include experience with public sector education clients, including K-12, community colleges, and universities, in excess of $250 million total program value for each individual client.

B. References. Please provide at least three references to support the number of years of experience and dollar value with public sector education clients. Describe the proposer’s experience in performing program management services on large, multi-year public works capital improvement programs involving multiple contracts, multiple projects, and geographically dispersed project sites. For each reference please provide:
1. Name, title, and organization of reference;
2. Contact information, including email address and telephone number;
3. Dates that services were provided;
4. Role of company for particular reference (i.e: program manager, construction manager);
5. Total value of program or projects managed by proposer for the reference.

C. Identify three (3) areas that the proposer believes are the most important for a successful bond program and describe how to mitigate those challenges.
TECHNICAL APPROACH GUIDELINES

1. **Provide the following sample documents.** These documents will be returned to the vendor after the selection process is complete. Provide sample “Program Procedures Manual” and sample “cost estimate” for review by the selection committee.

2. **Provide an organizational chart.** Provide organization chart showing the organization of all key personnel and description of responsibilities (full resumes may be included in an appendix). Specifically include in the organizational chart: Bond Program Manager; Design and Planning Manager; Financial and Contract Manager; Program Admin Assistant; others as deemed necessary in your staffing plan.

3. **Implementation Plan.** Provide a sample Program Management Procedures Manual. The document does not count in the overall page count. Describe the process and timing for the delivery of a program procedures manual, which will provide the framework on how the program will be executed on a day-to-day basis. The manual should identify team member’s roles and responsibilities, approval processes, lines of authority, reporting requirements, external communications with District leaders, stakeholders, and any additional procedures necessary for the success of the program.

4. **Training.** Describe how you train and incorporate personnel into the program team, particularly as it relates to purchasing procedures, quality control, and business operations.

5. **Customer Satisfaction.** How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.

6. **Capabilities and Capacity.** Firm shall clearly define its in-house capacity to perform the work identified in this RFQ/P. Your response must describe the technologies, tools, methods, and technical expertise that you will provide to District and how they will benefit the team. If not already made clear in the organizational chart or elsewhere in the SOQ/P, identify the subcontractors who will provide any of the services requested in this RFQ/P and the role they will play.

7. **Program Management Software.** Describe any Program Management software your firm will employ to assist the team and District with document control and management, workflow and contract management.

8. **Ability to Establish Budgets and Control Costs on Projects.** Describe your understanding of the fiduciary and budget management responsibilities as a program manager for publicly funded projects. Include the following:
   a. Describe your understanding of “total project budget” as compared to a “construction budget;”
   b. Describe any systematic cost control methods utilized during the design phase and any systematic cost control methods utilized during the construction phase;
   c. Describe your methodology for working with the project architect/engineer and their consultants, contractor selection process and general oversight of all consultants throughout the program and projects.
9. **Ability to Meet Schedules.** Describe how you will develop, maintain, and update a program schedule and specific project schedules during each phase of a project. Provide an example of how these techniques may be used, including a specific scheduling challenge and solutions. The example may include key aspects of a program such as:

a. Master project/program schedule  
b. Adherence to design schedule  
c. Construction phasing and site logistics  
d. Alternative delivery methods as a way to accelerate project delivery.

10. **Quality Assurance and Quality Control.** Describe your quality assurance program and include procedures for implementing industry’s “best practices” as defined by the Construction Industry Institute or a similar organization. Explain the methods used to ensure quality control during all phases of the program and projects. Provide specific examples of how these techniques or procedures are used. Include key metrics, if applicable.

Areas of interest to the District, include:

a. Total cost of ownership  
b. Change order management  
c. Close out procedures  
d. Timely close out with DSA  
e. Commissioning

11. **Ability to Identify and Resolve Problems.** Describe your understanding of the administrative challenges and opportunities associated with providing Program Management Services, and your strategy for resolving any issues.

a. Describe your plan for communicating constructability, phasing, value engineering, and other budget options and opportunities in a manner that will quickly facilitate DCCCD’s decision-making.  
b. Describe potential challenges with clients, consultants, project managers, architects/engineers, or subcontractors and describe the methods your firm employs to resolve those conflicts.  
c. When do you engage the PCCD administrators in problem-solving and when do you handle the issue?

12. Describe any special benefits or advantages in selecting your company and describe your company’s specific knowledge, experience, and expertise in Program Management Services.
RELEVANT EXPERIENCE

The Proposer shall provide a description of the three (3) most relevant (similar in size and scope) program management contracts held by the firm involving school construction programs for K-12, community colleges, or four year colleges and universities, within the last five years.

The proposer should describe any experience with providing services related to:

1. State funded projects (identify the project and include the name of the CCCCO facilities specialist);
2. DSA project review and tactics to keep on schedule
3. Experience with community college decision making experience
4. Multi-site programs;
5. Experience of key personnel;
6. Experience working with design community in the Bay Area;
7. Community outreach programs;
8. Understanding of the culture, fit and community values of PCCD.

In no more than one page per project, please also include:

1. Role of the firm;
2. Dollar value and duration (or expected duration) of the program;
3. Dollar value of the proposer’s fee;
4. Program description (including successes and challenges);

ENVIRONMENTAL SUSTAINABILITY

Demonstrate knowledge and understanding of District's sustainability policy and plans, and understand best practices for environmental procurement.

Familiarity with State requirements for sustainability, particularly related to GHG reduction, water savings and onsite energy production.

Experience engaging with student and faculty groups interested in sustainable measures, incorporating ideas into project plans in financially sustainable manner.

Familiarity and experience with state incentive and rebate programs, third party measuring parties such as AASHE, LEED and ACUPCC. Experience with obtaining PGE rebates and other incentives available to community colleges and public institutions.
### FINANCIAL STRENGTH OF COMPANY

Each Proposer’s financial strength will be evaluated with reference to the following factors:

<table>
<thead>
<tr>
<th>Ratio</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liquidity</strong></td>
<td></td>
</tr>
<tr>
<td>Current Ratio</td>
<td>Current Ratio = (Current Assets)/(Current Liabilities)</td>
</tr>
<tr>
<td>Acid Test/Quick Ratio</td>
<td>Acid Test Ratio = (Cash + Marketable Securities + Accounts Receivable + Short Term Notes Receivable)/(Current Liabilities)</td>
</tr>
<tr>
<td><strong>Solvency</strong></td>
<td></td>
</tr>
<tr>
<td>Debt-to-Worth Ratio</td>
<td>Debt-to-Worth Ratio = Total liabilities/Tangible Net Worth</td>
</tr>
<tr>
<td>Interest Coverage Ratio/Times Interest Earned Ratio</td>
<td>Interest Coverage Ratio = Earnings Before Interest and Taxes / Interest Expense</td>
</tr>
<tr>
<td><strong>Profitability</strong></td>
<td></td>
</tr>
<tr>
<td>Return on Net Worth</td>
<td>Return on Net Worth = Profit Before Taxes / Tangible Net Worth</td>
</tr>
</tbody>
</table>

Each Proposer shall submit an unaudited financial statement as of the close of its 2018 fiscal year. Please also provide a summary in the following format:

<table>
<thead>
<tr>
<th>Current Assets</th>
<th>US$________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Liabilities</td>
<td>US$________________________</td>
</tr>
<tr>
<td>Working Capital</td>
<td>US$________________________</td>
</tr>
<tr>
<td>Total Assets</td>
<td>US$________________________</td>
</tr>
<tr>
<td>Financial Strength</td>
<td>US$________________________</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>US$________________________</td>
</tr>
<tr>
<td>Net Worth</td>
<td>US$________________________</td>
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</tbody>
</table>
PROCESS DESCRIPTION FOR FIRST PHASE AND SECOND PHASE SELECTION

Selection Procedure. A PCCD committee consisting of faculty, classified staff, managers, students and others as determined by the District, will evaluate and score all submissions according to the evaluation criteria above. Based on these evaluations and reviews, the District will select up to five (5) companies to be interviewed by the selection committee.

Phase One. The District will evaluate the qualifications, experience and capabilities set forth in each Statement of Qualification and score each proposal based on the SOQ/P. Selections will be made based on the scoring sheet provided and requests for information as provided in this document.

Phase Two. The District will conduct interviews of up to five short-listed firms. The format of the interview will include a presentation by the firm and a question and answer period. References checks will be performed at the discretion of the District at any time during the selection process.

Interviews. Topics covered at interviews are at the discretion of the District selection committee, but short listed finalists should be prepared to address the following topics:

1. Demonstrated experience with programs of similar scope and size;
2. Overview of topics covered in the proposer’s SOP;
3. Approach to managing the District’s decision making process;
4. Approach to meeting cost and schedule commitments; and
5. Demonstrate an understanding of the District’s culture and commitments to the community.

The following personnel shall be present at the interview:

1. Principle in Charge;
2. Program Manager;
3. Design & Planning Manager; and

Key joint venture partners and participants are also invited. The committee will evaluate whether the key day to day leaders of the team have participated in the interview satisfactorily, demonstrating leadership, commitment and understanding of leading a large program team on a day to day basis.

The schedule and timing of the interview is listed in Part A of this RFQ/P. Please reserve this date, unless it is changed by RFQ/P Addendum.

PRICING PROPOSAL REQUIREMENTS

Pricing information must be provided in a separate, sealed envelope. The SOP shall include a fixed fee for all of the scope included in the proposal, based on the approach submitted by the team. The price should include all services. It should be made clear how the fixed proposal price was arrived at.

Proposal shall also include hourly rates for each member of the principal firm, subcontractors and consultants. Any reimbursable expenses should also be listed. Travel and related expenses shall be compensated in accordance with the District’s travel policies.
DISCLOSURES

Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services, which will be in writing and executed by both parties.

Addenda

The District may modify this RFQ/P or any of its deadline dates set forth in the RFQ/P prior to the date fixed for submission of proposals by posting an addendum on its website at:

https://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfqs/

The District will make every effort to send notification of an addendum to all firms who have received an RFQ/P packet or attended the pre-proposal meeting. It is each Proposer’s responsibility to ensure they have received all addenda.

District Investigations

The District may perform investigations of responding parties that extend beyond contacting the references identified in the Submittal. The District may request a respondent to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

Pool of Qualified Applicants and Recertification

The District intends to maintain a pool of qualified bond program management services firms. Requests for recertification may be sent every two (2) years. Firms who do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District’s sole discretion.

Reservations

The District reserves the right to cancel this RFQ/P at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQ/P.

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFQ/P. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFQ/P. The awarding of contract(s), if at all, is at the sole discretion of the District.

The District may reject any or all proposals and may waive any immaterial deviation or minor irregularity in a proposal. The District’s waiver of an immaterial defect shall in no way modify the RFQ/P documents or excuse the Proposer from compliance with the other provisions of this RFQ/P.
The SOQs, Proposals, and any other supporting materials submitted to the District in response to this RFQ/P, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, SOQs and Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ or Proposal.

Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation/selection process, or the award of the contract with any member of the District, Board of Trustees, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Prevailing Wages

Proposers are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public work” and “maintenance” projects. The Proposer must agree to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws to the extent applicable.
EXHIBIT A - LITIGATION AND CLAIMS QUESTIONNAIRE

Provide any details of all past or pending litigation or claims filed against your company (or Division of company performing work) or key personnel that would affect your company's performance under an Agreement with PCCD. Provide relevant details for the following, if applicable:

1. Failure to enter into a contract or professional services agreement once selected;
2. Withdrawal of a proposal as a result of an error;
3. Termination or failure to complete a contract;
4. Debarment by any municipal, county, state, federal or local agency;
5. Involvement in litigation, arbitration or mediation;
6. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance;
7. Knowing concealment of any deficiency in the performance of a prior contract;
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract; and
9. Willful disregard for applicable rules, laws or regulations.

Certify that the firm is legally permitted or licensed to conduct business in the State of California for the services being offered. Only individual firms or lawfully formed business organizations may apply. (This does not preclude a firm from using consultants.) District will contract only with the individual firm or formal organization that submits a Statement of Qualifications.
EXHIBIT B – VENDOR’S QUESTIONNAIRE AND CERTIFICATE OF COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Telephone</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Fax</th>
<th>Email Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City/State</th>
<th>Zip Code + 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City/State</th>
<th>Zip Code + 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Type of Organization (Check one)

- Individual
- Partnership
- Corporation

**The District is identifying vendor ownership as follows:**

<table>
<thead>
<tr>
<th>Total #</th>
<th>% of assets</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**The District is identifying vendor workforce as follows:**

<table>
<thead>
<tr>
<th>Total #</th>
<th>% of assets</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

What are you interested in providing the District? (e.g., construction, consulting, goods or services).
<table>
<thead>
<tr>
<th>Main Headquarters Office(s)</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address/Telephone</td>
<td>2.</td>
</tr>
<tr>
<td>(List all as applicable)</td>
<td>3.</td>
</tr>
</tbody>
</table>

Total # of Employees ______

<table>
<thead>
<tr>
<th>Local Office(s) Address/Telephone</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address/Telephone</td>
<td>2.</td>
</tr>
<tr>
<td>(List all as applicable)</td>
<td>3.</td>
</tr>
</tbody>
</table>

Total # of Employees ______

<table>
<thead>
<tr>
<th>Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please use the Zip+4®) Use separate sheet as necessary</td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>4.</td>
</tr>
<tr>
<td></td>
<td>5.</td>
</tr>
<tr>
<td></td>
<td>6.</td>
</tr>
</tbody>
</table>
EXHIBIT C – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non-polystyrene food containers, non-petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

The District’s formal Environmental Sustainability Policy 2.40 is available for download at: https://web.peralta.edu/trustees/files/2013/12/BP-2.40-Environmental-Sustainability-Policy.pdf

Vendor Statement and Signature.  The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does your product or service promote the District’s Environmentally Sustainable Procurement goal?

Yes*  __ No______  

*If Yes, you are required to describe how your product or service that you are providing to the District will promote the District’s environmentally sustainable procurement goal. Please do so here:

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

Contractor Name: ___________________________ Title: ________________________________

Authorized Signature: ___________________________ Date: ________________
EXHIBIT D – CERTIFICATE REGARDING WORKERS’ COMPENSATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
2. Secure from the Director of Industrial Relations (DIR), a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the DIR of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract and will require all subcontractors to do the same.

_______________________________________
Signature of Vendor

_______________________________________
Title

_______________________________________
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)
EXHIBIT E - STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY

I hereby certify that

____________________________________________
(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or preference, and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor’s questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

1. Actual racial, gender and residential workforce composition of your company for the contract work.
2. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
3. Number of apprenticeships or interns selected to participate in the contracted work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

By: __________________

Date: __________________
EXHIBIT F – SMALL LOCAL BUSINESS ENTERPRISE / SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District's Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

SLBE. A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE. A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function. Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

1. The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
2. If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.
3. If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one year requirement does not apply to businesses whose sole establishment is located within the District’s market area.
Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SELBE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the self-certification affidavit, below. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after the Notice of Intent to Award (NOI). Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.
EXHIBIT G – SLBE / SELBE SELF CERTIFICATION AFFIDAVIT

I certify that my firm meets the District’s definition of a Small Local Business Enterprise (SLBE) or a Small Emerging Local Business Enterprise (SELBE) and resides in the geographic location of the District’s market area and qualifies for the preference. Points will be awarded as shown in the scoresheet, up to the maximum allowed. If the prime contractor is a SLBE or SELBE, the firm will be awarded the full five (5) points. If the vendor is a Joint Venture (JV) entity with the SLBE or SELBE performing 25% of the contract value, the JV entity will be awarded the full five (5) points. Prime contractors may also add consultants to the team and will be awarded two (2) points for each vendor up to four (4) points total. If the total amount of work awarded to the sub consultants is 25% of the contract value, then one (1) additional point will be awarded.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Points claimed (fill in points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm is a SLBE or SELBE</td>
<td>Five (5) points awarded</td>
<td></td>
</tr>
<tr>
<td>Joint venture entity, with SLBE or SELBE receiving 25% of work</td>
<td>Five (5) points awarded</td>
<td></td>
</tr>
<tr>
<td>Sub consultants on Team</td>
<td>Two (2) points awarded per consultant, up to four (4) points total</td>
<td></td>
</tr>
<tr>
<td>Total value of work awarded to sub consultants meets 25% goal</td>
<td>One (1) point awarded</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self-certification affidavit the District is authorized to impose penalties which may include any of the following: 1) Refusal to certify the award of a contract, 2) Suspension of a contract, 3) Withholding of funds, 4) Revision of a contract for material breach of contract, 5) Disqualification of my firm from eligibility for providing goods and services to the District for a period of up to five (5) years.

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after the notice of award of contract. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

________________________________________________________________________

Signed & Dated

________________________________________________________________________

Printed name & Title
EXHIBIT H - NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the ______________ [Title] of _________________ [Name of Firm], the party making the foregoing Statement of Proposal (SOP).

The SOP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The SOP is genuine and not collusive or sham. The firm has not directly or indirectly induced or solicited any other SOP to put in a false or sham SOP. The firm has not directly or indirectly colluded, conspired, connived, or agreed with any firm or anyone else to put in a sham SOP, or to refrain from submitting a proposal. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the SOP price of the proposal or any other firm, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other firm. All statements contained in the SOP are true. The firm has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, SOP depository, or to any member or agent thereof, to effectuate a collusive or sham SOP, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a firm that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the firm.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ________________, [Date]
at ______________________, __________.  
[City] [State]

Date: __________________________
Proper Name of Firm: __________________________
Signature: __________________________
Print Name: __________________________
Title: ______
EXHIBIT I - BASIC SERVICES SCOPE DESCRIPTION GUIDELINES

The following descriptions of basic services to be provided by the Bond Program Manager are intended as a guideline for proposers in developing a technical approach that will ensure the highest level and quality of services for the District.

**Comprehensive Decision Management.** “Comprehensive Decision Management” refers to the process of continuously identifying, assessing, comparing, evaluating, reconciling conflicts among, and providing realistic recommendations on ways to meet the expectations of the boards and committees that provide input for the Bond Program, including, without limitation, the Board of Trustees, District and campus leadership, and Citizen’s Bond Oversight Committee. The Program Manager will be expected to establish and implement a comprehensive plan for reporting and communication in order to keep these decision-makers apprised on a regular, on-going basis. The program manager will have experience with the decision making processes on a California community college campus.

**Integrated Process Management.** “Integrated Process Management” refers to identifying, defining, combining, unifying, and coordinating the actions of the many participants in a program of this size and scale. Examples include maintenance and operations, IT, college administration, campus project managers, Design teams, CMs and various other consultants, who work together to achieve the goals set by the District and College decision-makers. The program manager will be expected to assess, make recommendations, review with the District, obtain approval, and revise accordingly, the existing District bond program standard operating procedures, the program implementation plan, and all associated District contract documents and forms. The Program Manager will be required to provide training to all necessary Bond Program personnel (within District and all consultants/contractors) on these new processes and procedures.

**Contract Management and Administration.** “Contract Management and Administration” refers to the document preparation, administration, and coordination of all bond program procurement activities (including, without limitation, requests for qualifications (RFQs) and requests for proposals (RFPs), request for proposals (RFPs), prequalification, competitive negotiations, on-call services, purchase orders, bidding, notice of award of contracts, post-award submittals, bid/proposal, performance, contractor insurance, payment and stop payment notice bond reviews, approval and execution of contracts, invoice and payment application review and approval, and contract audit procedures, and related document control management). The program manager is expected to lead and coordinate the procurement efforts and processes for the bond program, including furniture, fixtures and equipment (FF&E), and to assess, provide, revise as necessary, and implement recommendations on necessary improvements to any current document control management systems.

**Planning and Design Management.** “Planning and Design Management” refers to the complete and comprehensive oversight, coordination, and management at the program-level of planning and design activities for new and revised College Projects (including, without limitation, third party professional service providers, existing facility and building systems assessment, building program evaluation, EIR assessment and tracking, DSA interface, constructability reviews, value engineering reviews, cost estimating, development and enforcement of District and/or College design standards, development and enforcement of the Owner Project Requirements (OPR), hazardous materials surveys, achievement of goals related to sustainability and LEED certifications and energy savings, setting the path for Zero Net
Energy campuses, basis of design, utilities incentives, total costs of ownership, acquisition and distribution of furniture, fixtures, and equipment, technology requirements, phasing, maintenance and operation, accessibility, pre-purchases, FF&E, utilities re-location and expansion, temporary facilities, develop colleges site logistical plans, and related scheduling). The Program Manager will be expected to provide a comprehensive system, at the program-level, for managing all aspects of the planning and design process. The Program Manager is expected to develop a realistic comprehensive logistical, schedule milestone, budget and management plan to deliver the bond projects for the Colleges and District.

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

**Program Controls & Reporting.** “Program Controls & Reporting” refers to document preparation, implementation, and monitoring of a program-wide system of controls. The scope may include, without limitation, financial documentation such as contracts, purchase orders, change orders, and professional service amendments, cash flow projections and budget reconciliation, fiscal and financial controls and reporting, and the processing and review of account payable activities. The Program Manager will be expected to develop and administer a comprehensive set of procedures for program controls and reporting, including a plan to establish an integrated system of cost tracking between the Program Manager, the CM and the District. Additional control tasks include developing a bond website for bond activities and CBOC reports. Additional program control and reporting activity includes coordination with the warehouse and purchasing department for asset tagging for bond purchases (including a process and criteria to dispose of surplus property), evaluating and recommending a program management software system (if needed), and recommending strategies to implement a district wide document control system for the maintenance of the District’s plan room, including as-builts drawings, M&O manuals, program records, DSA applications, etc.

**Risk Management.** “Risk Management” refers to the conventional processes of managing risk by means of insurance and bonding (including the tracking of insurance coverages by consultants, contractors, and vendors and maintaining a database of expiration dates of required in-place insurance). This activity includes a process for continuously and proactively anticipating, identifying, tracking, assessing, monitoring, and mitigating risk (such as, for example, alternate project delivery methods, joint use of facilities, bid strategies) and specific approaches targeted at particular risks.

**Dispute Resolution Support.** “Dispute Resolution Support” refers to the reviewing and providing advice to the District on claims asserted and the supervision of the activities leading to their resolution by means of settlement or the dispute resolution procedures and/or applicable laws. Under the direction of
the Vice Chancellor of General Services or its designee, the Program Manager will be expected to provide comprehensive services for claims and dispute resolution support, including evaluating, making recommendations on, and implementing, terminations and suspension of contracts based upon default or for convenience, developing and maintaining a procedure for tracking the status and pertinent statutory deadlines relating to stop payment notices and related enforcement actions; responding to requests for production or copying of public records pertaining to the Bond Program, monitoring the handling of judicial, administrative, and extra-judicial proceedings by legal counsel, and providing continuous reporting on status and critical decisions, administering contracts with claims consultants in a manner designed to preserve and protect all legal privileges and confidentiality; participating as an advisor in the processes for dispute resolution, including stepped negotiations, mediation, arbitration, litigation, and related discovery proceedings, assisting legal counsel in responding to requests for discovery, preparing under the oversight of legal counsel written agreements memorializing settlements of claims, and making recommendations for timely submission of claims with insurance carriers providing insurance.

Construction Management (CM) Coordination. “Construction Management Coordination” refers to preparing, implementing, and monitoring performance of the CMs. The Program Manager will be expected to prepare, implement, monitor, and enforce a program-wide construction management plan for all projects with procedures and appropriate forms. See Exhibit 10 for list of potential procedures and

Outreach and Labor Compliance. “Outreach and Labor Compliance” refers to enforcing the District’s current and/or future enacted policies and procedures related to the District’s PLA, small emerging local business enterprise program (SELBE), workforce development and others. Program Manager will track results of outreach efforts, report results, develop a database of small, local and emerging companies, and provide assistance to the Colleges and the CMs in implementing the District’s outreach policies. Program Manager will ensure that DIR registration and compliance is adequate.

Other. The District may at its own discretion, retain the services for a firm(s) to perform either all or part of these services. The District will not reimburse any firms for any costs involved in the preparation and submission of proposals nor to prepare for and attend interviews. This RFQ/P does not obligate the District to award a contract or accept or contract for any expressed or implied services. District reserves the right to reject or accept any and all proposals, and to waive informalities and minor irregularities in any proposal reviewed. District reserves the right to request any firm submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection of a selected firm, and modify or alter any of the requirements herein. In the event that the proposal guidelines change materially, all Proposers who submit a proposal will be given an opportunity to modify their proposal in the specific areas that are impacted. Further, District may reject any proposal which does not conform to the instructions contained within this RFQ/P.
EXHIBIT J – GLOSSARY OF TERMS – KEY PERSONNEL DEFINITIONS

**Bond Program Manager:** The Bond Program Manager shall be the Program Manager’s functional lead, responsible for directing and managing all aspects of the Bond Program on day to day basis. This includes quality checks for all written communications between the Program Management Office and the District Staff, including scheduling of briefings and reports, submittal of studies, responses to requests for information, and maintains a historical database of all communications and meeting minutes. The Program Manager shall act as a ‘Subject Matter Expert’ to the District Staff with respect to district bond regulations and requirements, attends all Bond Program meetings called by the District and or advisory committees and participates as an advisor on policy and procedure determinations, coordinates and interfaces with program auditors and the District’s Director, Internal Audit and Advisory Services, and prepares bi-annual reports on bond compliance and makes recommendations for adjustments and improvements, as well, oversees contract competitive bid, competitive negotiation, and award processes, prepares, organizes training, and implements standardized common construction management practices, monitors the activities of the CMTs and Program Professional Consultants, construction progress, and contractor performance, coordinates construction management with program controls, risk, quality, health, and safety field inspection functions, and oversees change management, reporting, commissioning, and closeout processes; plans and implements a program-wide Risk Management Plan; administers claims made against the District, including investigations into claims and evaluation and settlement of claims within the guidelines set by the District, establishes a procedure for collecting, evaluating, and filing documentation to support rejection or payment of claims. The Program Manager reports to the District’s Director, Facilities Planning & Construction and Executive Vice Chancellor, (“Vice Chancellor”).

Qualifications: 10+ years’ experience in managing multi-million dollar, multi-year, and multi-project building programs for educational institutions’ capital improvement programs; BA in Business Administration or Construction Management or related field such as engineering, architecture, or planning, familiar with application of metrics and project controls software applications; MS in Business Administration or Construction Management or related fields as above as well as AIA or PE license, PMP or CCM certification are preferred.

**Design and Planning Manager:** The Design and Planning Manager establishes guidelines, standards, design tools, processes, and procedures for the preparation, coordination, review, and approval of all District Projects. These services include enforcement of District-wide design standards, DSA integration process, and coordination of interfaces between College Administration Committees and those performing various review efforts, including, constructability, value engineering, LEED certifications, energy incentives strategies, basis for design, zero net energy “ZNE” and sustainability implementation, and DSA reviews. The Design and Planning Manager oversees application of BIM modeling, oversees and interfaces with construction estimating consultants, oversees the project design consultant solicitation process, oversees the project competitive bidding, competitive negotiation, and award processes, and negotiates contracts. The Design and Planning Manager creates quality standards to be incorporated into comprehensive procedures governing the Bond Program and establishes an organized quality audit system that tracks compliance with Bond Program processes and procedures, develops performance metrics to be met by CMT’s and Program Manager’s staff overseeing CMT’s, monitors compliance by CMT’s and Program Manager’s staff with such metrics, organizes training programs for dissemination of
information on Bond Program processes and procedures, reports on status of quality assurance procedures, such as on-going continuous improvement training and tracking areas of concern that need improvement, provides recommendations for adjustment to processes and procedures, and develops lessons-learned library. Qualifications: BS in Architecture or Engineering, architecture or professional engineering/architectural license. LEED accreditation, CCM, DBIA and/or PMP certifications are preferred. Ten years’ experience in school design in the State of California, 5 years’ experience working on large school bond programs, familiarity with DSA standards and quality process development, quality control and assurance, and continuous process improvement.

**Financial and Contract Manager:** The Financial and Contract Manager oversees and administers all bond program budget activities, financial transactions, cash flow analysis, program forecasts and projections, reports, financial statements, contracts and purchase orders, tracking, performance evaluation, encumbered purchase orders (contracts), approval, and processing of all invoices, account payables activities and transactions, approval and processing of cash disbursements, disbursements of funds, coordinates bond drawdown, coordinates with external auditors, maintains vendor files, B/L chart of accounts and project/financial 1D numbers, performs other financial reconciliations and other functions related to capitalization of assets and asset management. The Financial and Contract Manager oversees the administration of all Bond Program procurement activities, monitors adherence to State of California and SBCCCD procurement practices for construction contracts, professional services and FF&E, monitors procurements for conduct in a manner that is fair, ethical, and complies with laws and regulatory requirements, serves as liaison with the CMT’s to implement the goals of the Bond Program while maintaining compliance with all applicable policy, regulatory, and legal requirements, and oversees the inventorying, photographing, tagging, and posting to a database of all FF&E items. Qualifications: BS in Financial Management BA in Business Administration, CPA or CMA certification with 5+ years’ experience working in a school bond program environment, procurement in procurement of large bond program management, experience with different Financial Management software, ability to establish and implement financial policy and procedures, and have a passion for accuracy and details.

**Program Controls Analyst:** The Program Controls Analyst assists the Financial and Contract Manager with all finance and contract management aspects including but not limited to encumbered purchase orders (contracts), processes and tracks all invoices, account payable activities, payments, contracts and purchase orders; obtains approval and processing of cash disbursements, issues purchase requests for approved contracts, disburses purchase orders to various vendors, processes and receipts invoices and payments utilizing the District ERP system (Oracle Cloud), maintains records on contract and purchase order change, responses to internal and external auditors, complies bids and contracts and submits them to business services with cover sheets, works collaboratively with district fiscal services, business services and facilities planning department, adheres district internal business and fiscal policies, follows with vendors on expired insurance certificates, contracts and payments, and maintains comprehensive digital copies of all program related documents.

**Program Admin Assistant:** The Program Admin Assistant supports the program management team on all administrative and clerical activities and tasks and as deemed necessary. The Program Management Team supports Campus Projects by proactively implementing processes and methodologies related to planning, scheduling, cost analysis, estimating, risk assessment, cost, and schedule performance, resource requirements, capacity, and productivity analyses, implements integrated planning, cost, and
scheduling control concepts and techniques, including assessment of critical paths, change order process tracking, and earned-value analysis, evaluates changes in contracts, schedules, finances, and resources to determine their impacts on the program and reports potential problems and recommends solutions to the program management team, routinely reviews project risk/issue logs, assesses risk impact and takes immediate action in the form of routine corrective or short-term workarounds, reports on significant residual impacts after actions are taken with respect to cost, schedule, quality, technical, and programmatic risks, employs analytical skills and the use of software to transform and summarize project data into tailored information to facilitate communication within various levels of the Bond Program organization, and teams with management to plan manpower requirements, workload distribution, proposal development cost factors, and organization budgets.
EXHIBIT K - IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: ________________ between the Peralta Community College District ("District") and ________________________________ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204. The bidder/proposer must complete ONLY ONE of the following two options. To complete OPTION 1, check the corresponding box and complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.

**CERTIFICATION:**
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>
EXHIBIT L – RFQ/P ACKNOWLEDGMENT AND SIGNATURE FORM

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the RFQ/P, the Specifications and all of the documents for this project, and accurately completed the Vendor’s Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFQ/P, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement:

The following addendum(s) are acknowledged in this RFQ/P (list them):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Acknowledgement and Signature:

No Qualification is valid unless signed in ink by the person authorized to make the Qualification. I have carefully read, understand and agree to the terms and conditions on all pages of this Qualification. The undersigned agrees to furnish the services stipulated on this Qualification.

Vendor Name:______________________________________________________________

Contact Person (print):_____________________________________________________

Authorized Signature and Date:_____________________________________________

Title:____________________________________________________________________

Address of Firm:___________________________________________________________

Telephone:________________________________________________________________

Email of contact person:_____________________________________________________

Contractor or Professional Services License No.:_______________________________

Expiration Date:___________________________________________________________

Federal Tax Identification Number:___________________________________________
EXHIBIT M – EXAMPLES OF CONSTRUCTION MANAGEMENT PROCEDURES AND FORMS

1. Organizational reporting structure and responsibilities;
2. Roll-up reporting of project status;
3. Mobilization and issuance of notices to proceed;
4. Tracking CM performance and staffing plans;
5. Review and approval of CM invoices;
6. Regular project status reviews;
7. Compliance with budgetary guidelines;
8. Cost estimating assistance (by others) and related data base;
9. Documentation management;
10. Coordination with the Purchasing Department on procurement and contract administration, including FF&E;
11. Quality control and DSA inspection;
12. Schedule review and critical evaluation (including evaluation of options for phasing);
13. Health, safety, and environmental protection and oversight of CM operational site planning, including safety plans, emergency response plans, movement management plans, site logistics and circulation plans;
14. Coordination of field schedules with Bond Program milestones and campus academic schedules;
15. Monitoring of LEED certifications; sustainability and Zero Net Energy goals, to be determined;
16. Monitoring of compliance with environmental requirements;
17. Maintaining a change management process for construction change orders that tracks and evaluates the causes for changes and recommends approaches to reducing changes;
18. Coordinating relocation and move-management services;
19. Regulatory compliance, including but not limited to DSA, CEQA, PGE, local planning, etc.
20. Coordination of commissioning;
21. Project closeout and punch-lists;
22. Warranty inspections;
23. Process improvement training;
24. Confirming close-out of all contracts, receipt of DSA certifications, and making of final payments;
25. Confirming close-out of all contracts, receipt of as-built drawings, warranties and guarantees, coordination and gathering of maintenance manuals, overstock and other material from the builder; and
26. Responsibility for setting up training of internal staff on the systems within a new or modernized building.
AGREEMENT FOR BOND PROGRAM MANAGEMENT SERVICES

PERALTA COMMUNITY COLLEGE DISTRICT

AND

____________________________

____________________________, 2019
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AGREEMENT FOR BOND PROGRAM MANAGEMENT SERVICES

This Agreement for Bond Program Management Services ("Agreement") is made as of __________, 2019, between the Peralta Community College District, a California community college district ("District"), and ______________ ("Bond Program Manager") (both collectively "Parties"), for the District's Measure “A” and “G” Bond/Capital Improvement Program ("Program"). In consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1 Agreement: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2 Architect: The architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s).

1.1.3 Board: The District’s Governing Board.

1.1.4 Construction Budget: The total amount indicated by the District for the Program and each Project plus all other costs, including design, construction, administration, financing, and all other costs.

1.1.5 Construction Cost Estimate: The total cost to District of all elements of each Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement. The Construction Cost Estimate does not include the compensation of the Project Design Team, the Bond Program Manager, the Construction Manager and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.

1.1.6 Consultant(s): Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Bond Program Manager.

1.1.7 Contractor: One or more licensed and registered contractors under contract with the District for construction of all or a portion of each of the Projects.

1.1.8 Design Team: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or
1.1.9 **DIR**: California Department of Industrial Relations.

1.1.10 **District**: The Peralta Community College District.

1.1.11 **District Representative**: The individual identified herein that is authorized to act on the District’s behalf with respect to the Program. The initial District’s Representative shall be [Name], [Title]. District may change the District’s Representative by notice as set forth herein.

1.1.12 **DSA**: Division of the State Architect in the California Department of General Services.

1.1.13 **Extra Services**: District-authorized Services outside of the scope in Exhibit “A” or District-authorized reimbursables not included in Bond Program Manager’s fee.

1.1.14 **Fee**: The Bond Program Manager’s Fee is defined in Section 6.1, payable as set forth in Article 6 and in Exhibit “D.”

1.1.15 **Program Budget**: The total amount available for all costs related to the Program including, but not limited to, Program design, Program administration, Program financing, the services pursuant to this Agreement, and the construction of the Program. The Program Budget is the sum of all the Construction Budgets. The Program Budget is derived from the funds designated by the District for the Program; thus the Bond Program Manager shall ensure that no additional funds are necessary for the Program. The District’s Board may, at its sole discretion, determine to expand the Program Budget based on receipt of additional funding.

1.1.16 **Projects**: The projects listed in Exhibit “C”.

1.1.17 **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Bond Program Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of each Project.

ARTICLE 2. Scope, Responsibilities and Services of Bond Program Manager

2.1 **Scope**: Bond Program Manager shall perform all Services for the Program as described herein and under Exhibit “A,” attached hereto and incorporated herein by reference. The Parties agree that the Bond Program Manager’s Services herein are based on a
program manager/construction manager/general contractor structure on each Project. The District reserves the right to change this structure including without limitation, utilizing a multi-prime, lease-leaseback or design-build delivery methods.

2.2 In addition to those Services set forth in Exhibit “A”, Bond Program Manager’s Services shall include, but not be limited to:

2.2.1 Developing and implementing the final tranche of Measure “A” and all of Measure “G” Bond/Capital Improvement Program based on the District’s Facilities Master Plan.

2.2.2 Providing the District with budget recommendations, based on documented estimates, for the Projects. The District’s Board shall make the final decisions as to all budgets.

2.2.3 Providing the District with recommendations for all pre-design and preconstruction testing and analysis necessary to ensure that the District’s Program is completed within the Program Budget.

2.3 Coordination: In the performance of Bond Program Manager’s services under this Agreement, Bond Program Manager agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District’s Design Team, and the persons responsible for operation of the District’s Labor Compliance Program, if any. If the Bond Program Manager employs sub-consultant(s), the Bond Program Manager shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.

2.4 Review of General Obligation Bond Program Report and District’s Facilities Master Plan: Bond Program Manager shall review the District’s Facilities Master Plan for the District and other written materials made available by the District to Bond Program Manager to understand fully the nature, extent and intent of the Facilities Plan and the Projects.

2.5 Review of Measure A and G: Bond Program Manager shall review Measure A and G and other written materials made available by the District to Bond Program Manager which relate to Measure A and G to fully understand the extent of funding available to implement the General Obligation Bond Program Report plans for the District, the anticipated schedule for issuance of Bonds under the last tranche of Measure A and all of Measure G relative to the anticipated design, bidding and construction of projects.

2.6 Additional Scope of Work: Should the District’s Board determine to expand the scope of the Program and/or supplement the Program Budget based upon the availability of additional funds,
Bond Program Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.

2.7 **Conflicts of Interest Prohibited:** The Bond Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any Project: Design Professional, Project Construction Management, IOR or Test/Inspection. If the Bond Program Manager identifies potential Design Professionals, Project Construction Managers, IORs or Test/Inspection services in connection with a Project, the Bond Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither the Bond Program Manager nor any person who holds any equity interest in Bond Program Manager’s organization is a former or current holder of any equity interest in the firm identified and that neither the Bond Program Manager nor any holder of any equity interest in the Bond Program Manager’s organization has any financial interest in the firm identified. The District reserves the sole discretion to waive this subsection’s requirements on a case-by-case basis.

**ARTICLE 3.  Bond Program Manager Staff**

3.1 The Bond Program Manager has been selected to perform the work herein because of the skills and expertise of key personnel.

3.2 The Bond Program Manager agrees that the following key people in Bond Program Manager’s firm shall be associated with the Program in the following capacities:

- Principal In Charge: ___________________
- Sr. Program Director: ___________________
- Bond Program Manager: ___________________
- Project Manager: ___________________
- Director of Budget & Accounting: ___________________
- Other: ___________________
- Other: ___________________
- Other: ___________________

3.3 The Bond Program Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Bond Program Manager. Regardless of the reason for the change in key personnel, District shall be allowed to interview and approve replacement personnel.
3.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice by the District, the Bond Program Manager shall immediately remove that person from the Project and provide a temporary replacement. Within seven (7) days of such removal, Bond Program Manager shall provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.

3.5 Bond Program Manager represents that the Bond Program Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Bond Program Manager.

ARTICLE 4. Schedule of Work

The duration of Bond Program Manager’s Services under this Agreement shall be from ______________, 2019, through ______________. Bond Program Manager shall prosecute the work diligently as described in Exhibit “A” in accordance with the schedule attached as Exhibit “C.”

Time is of the essence and failure of Bond Program Manager to perform work on time as specified in this Agreement is a material breach of this Agreement. If the time to complete its scope of work under Exhibit “C” exceeds five (5) years, the District may, at its sole discretion, extend the term of this contract for five separate twelve-month option periods by providing written notice to the Bond Program Manager no less than ninety (90) days before the contract expiration date. The total duration of any associated contract shall not exceed five (5) years.

ARTICLE 5. Program Budget; Construction Cost Estimates

5.1 The Bond Program Manager shall have responsibility to develop, review, and reconcile each Project Construction Cost Estimate with the Architect and the District throughout the design process and construction. Bond Program Manager shall develop and present for Board approval the Program Budget and each component thereof. Bond Program Manager shall revise these until the Board accepts a final Program Budget and all the components thereof.

5.2 The Bond Program Manager shall specify all pre-design and pre-construction investigations and analyses necessary to prevent cost overruns, differing site conditions claims, other construction claims, design omissions, and budget overruns.

5.3 The Construction Cost Estimate shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s), as defined in Article 1. The Construction Cost Estimate does not include the compensation of the Bond Program Manager, the Project design professional(s), sub-
consultants, the cost of the land, rights-of-way, financing or other cost which are the responsibility of the District.

5.4 Bond Program Manager shall work cooperatively with the Projects’ design professional(s) throughout the Program, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase of each Project, as described in Exhibit "A," so that the construction cost of the work designed by each Project Design Team will not exceed the Construction Cost Estimate for each Project, as may be adjusted subsequently with the District’s written approval. The Bond Program Manager shall notify the District if it believes the construction cost of the work by any Project Design Team will exceed the Construction Cost Estimate. The Bond Program Manager, however, shall not perform or be responsible for any design or architectural services. The Bond Program Manager shall notify the District immediately if it believes the construction cost of a Project will exceed the Construction Cost Estimate for that Project.

5.5 Evaluations of the District’s Program Budget, and preliminary and detailed cost estimates prepared by the Bond Program Manager, represent the Bond Program Manager’s best judgment as a professional familiar with the construction industry in the geographic area of the District.

5.6 If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Estimate shall be adjusted at District’s request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.

5.7 Bond Program Manager specifically acknowledges that the District is relying on Bond Program Manager to monitor, review, verify, and revise each Project Construction Cost Budget at multiple instances throughout the Program. If any of the following events occur:

5.7.1 Bond Program Manager also specifically acknowledges that the District shall have the right to take any or all of the options listed below for one or more of the Projects.

5.7.2 If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Estimate, or

5.7.3 If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Estimate, or

5.7.4 If the Construction Cost Estimate increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is
located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy,

5.7.5 Then the District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.7 occur:

5.7.5.1 Give Bond Program Manager written approval of an agreed adjustment to the Construction Cost Estimate.

5.7.5.2 Authorize Bond Program Manager to re-negotiate, when appropriate, and/or re-bid one or more projects within three (3) months’ time of receipt of bids (exclusive of District and other agencies’ review time) at no additional cost to the District.

5.7.5.3 Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

5.7.5.4 Within three (3) months of receipt of bids, instruct design professional(s) to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project(s) within the Construction Cost Estimate for re-bidding with Bond Program Manager performing cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

ARTICLE 6. Fee and Method of Payment for Basic Services

6.1 District shall pay Bond Program Manager an amount not to exceed ____________________________ Dollars ($_____________________________) for all services contracted for under this Agreement and based on the Fee Schedule set forth in Exhibit “D.”

6.2 District shall pay Bond Program Manager the Fee pursuant to the provisions herein and in Exhibit “D.”

6.3 Bond Program Manager shall bill its work under this Agreement on a percent of completion basis in accordance with Exhibit “D.”

6.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by Bond Program Manager’s error.

6.5 The Bond Program Manager’s fee set forth in this Agreement shall be full compensation for all of Bond Program Manager’s Services
incurred in the performance hereof as indicated in Exhibit “D,” including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project(s) location, (travel reimbursements must be approved by the District prior to travel), offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in Exhibit “A.” The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e., offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.

ARTICLE 7. Payment for Extra Services

7.1 District-authorized Services outside the scope in Exhibit “A” or District-authorized reimbursables not included in Bond Program Manager’s fee are “Extra Services.” Any charges for Extra Services shall be paid by the District as described in Exhibit “B” at the rates set forth in Exhibit “D” only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.

7.2 A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Bond Program Manager to the District for written approval before proceeding with any Extra Services.

ARTICLE 8. Ownership of Data

8.1 All of the work product of the Bond Program Manager, prepared or generated, in connection with this Agreement is the property of the District.

8.2 Upon request of the District, the Bond Program Manager shall make available to the District all work product completed or in progress at the time of such a request.

8.3 After completion of the Program or, if the District exercises the right to terminate this Agreement pursuant to the terms hereof, after termination of this Agreement, Bond Program Manager shall assemble and deliver to District all of the work product of the Bond Program Manager generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, a complete set of Program records, including without limitation all documents generated by Bond Program Manager, copies of all documents exchanged with or copied to or from all other Program participants, and all closeout documents. Said Program records shall be indexed and appropriately organized for easy use by District personnel.

8.4 All Program records are property of the District, whether or not those records are in the Bond Program Manager’s possession.
ARTICLE 9. Termination of Contract

9.1 If Bond Program Manager fails to perform Bond Program Manager’s duties to the satisfaction of the District, or if Bond Program Manager fails to fulfill in a timely and professional manner Bond Program Manager’s material obligations under this Agreement, or if Bond Program Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Bond Program Manager. In the event of a termination pursuant to this subdivision, Bond Program Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District’s costs because of Bond Program Manager’s actions, errors, or omissions that caused the District to terminate the Bond Program Manager.

9.2 District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Bond Program Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Bond Program Manager if there is a termination for convenience.

9.3 The Bond Program Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Bond Program Manager. Such termination shall be effective after receipt of written notice from Bond Program Manager to the District.

9.4 Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

9.5 If, at any time in the progress of the Program, the District determines that the Program should be terminated, the Bond Program Manager, upon written notice from the District of such termination, shall immediately cease work on the Program. The District shall pay the Bond Program Manager only the fee
associated with the services provided and approved by District since the last paid invoice and up to the notice of termination.

9.6 If the Program is suspended by the District for more than one hundred and eighty (180) consecutive days, the Bond Program Manager shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the schedule shall be adjusted and the Bond Program Manager’s compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Bond Program Manager’s services. Upon resumption of the Program after suspension Bond Program Manager shall make every effort to maintain the same personnel.

ARTICLE 10. Indemnity

10.1 To the fullest extent permitted by California law, Bond Program Manager shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Bond Program Manager, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Bond Program Manager shall also, to the fullest extent permitted by California law, defend the Indemnified Parties at Bond Program Manager’s own expense, including attorneys’ fees and costs, from any and all Claim(s) and allegations relating thereto.

10.2 Bond Program Manager shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Bond Program Manager’s obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein. Bond Program Manager’s obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Bond Program Manager proposes to defend the Indemnified Parties. The District’s acceptance shall not be unreasonably withheld.

10.3 District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Bond Program Manager from amounts owing to Bond Program Manager.
ARTICLE 11. Conduct on Project Site

11.1 Unacceptable and/or loud language will not be tolerated. “Cat calls” or other derogatory language toward students or public will not be allowed.

11.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District’s property. No students, staff, visitors or contractors are to use drugs on District’s property.

ARTICLE 12. Responsibilities of the District

12.1 The District shall examine the documents submitted by the Bond Program Manager and shall render decisions so as to avoid unreasonable delay in the process of the Bond Program Manager’s services.

12.2 The District shall provide to the Bond Program Manager as complete information as is available to District regarding the District’s requirements for the Program.

12.3 The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).

12.4 Unless the contract documents require that contractor(s) provide any of the following, the District shall, in a timely manner, and with Bond Program Manager’s assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Bond Program Manager’s and/or the design professional(s) duties to recommend or provide same.

12.5 The District, its representatives, and consultants shall communicate with the contractor(s) either directly or through the Bond Program Manager.

12.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District’s behalf with respect to the Program. The District’s representative for the Program shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 13. Liability of District

13.1 Other than as provided in this Agreement, District’s obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort,
for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

13.2 Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of Bond Program Manager in its performance hereunder, shall be paid to District by Bond Program Manager as provided for herein and/or under California law.

13.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Bond Program Manager, or by its employees, even though such equipment be furnished or loaned to Bond Program Manager by District.

13.4 The Bond Program Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Bond Program Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Bond Program Manager’s insurance company on behalf of the District.

ARTICLE 14. Insurance

14.1 Bond Program Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Bond Program Manager, their agents, representatives, employees and sub-consultant(s).

14.2 Minimum Scope and limits of Insurance: Coverage shall be at least as broad as the following scopes and limits:

14.2.1 Commercial General Liability. Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

14.2.2 Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per occurrence.
14.2.3 **Workers’ Compensation.** Statutory limits required by the State of California.

14.2.4 **Employer's Liability.** One million dollars ($1,000,000) per accident for bodily injury or disease.

14.2.5 **Professional Liability.** This insurance shall cover the Bond Program Manager and its sub-consultant(s), if any, for one million dollars ($1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

14.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.

14.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars ($25,000) must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Bond Program Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.5.1 All policies except for the worker’s compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.

14.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Bond Program Manager; instruments of service and completed operations of the Bond Program Manager; premises owned, occupied or used by the Bond Program Manager; or automobiles owned, leased, hired or borrowed by the Bond Program Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
14.5.3 All endorsements shall waive any right to subrogation against any of the Additional Insureds.

14.5.4 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.5.5 The Bond Program Manager’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

14.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.5.7 Bond Program Manager’s insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Program. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Bond Program Manager’s insurance and shall not contribute with it.

14.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best’s rating of no less than A:VII.

14.7 **Verification of Coverage:** Bond Program Manager shall furnish the District with:

14.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

**ARTICLE 15. Nondiscrimination**

Bond Program Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the fact or perception of that person’s race, color, national origin, ancestry, religion, age, physical or mental disability, sex, sexual orientation or perceived sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status of such person. Bond Program Manager shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.
ARTICLE 16. Covenant Against Contingent Fees

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

ARTICLE 17. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Bond Program Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Bond Program Manager specifically acknowledges that in entering into this Agreement, Bond Program Manager relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 18. Non-Assignment of Agreement

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

ARTICLE 19. Law, Venue

19.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

19.2 Alameda County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 20. Alternative Dispute Resolution

20.1 Notwithstanding any disputes, claims or other disagreements between the Bond Program Manager and the District, the Bond Program Manager shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.
20.2 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

20.3 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Bond Program Manager shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Bond Program Manager’s right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Bond Program Manager submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

ARTICLE 21. Tolling of Claims

Bond Program Manager agrees to toll all statutes of limitations for District’s assertion of claims against Bond Program Manager that arise out of, pertain to, or relate to Contractors’ or subcontractors’ claims against District involving Bond Program Manager’s work, until the Contractors’ or subcontractors’ claims are finally resolved.

ARTICLE 22. Severability

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

ARTICLE 23. Employment Status

23.1 Bond Program Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Bond Program Manager performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Bond Program Manager shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
23.2 Bond Program Manager understands and agrees that the Bond Program Manager’s personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

23.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Bond Program Manager or any employee of Bond Program Manager is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Bond Program Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

23.4 Should a relevant taxing authority determine a liability for past services performed by Bond Program Manager for District, upon notification of such fact by District, Bond Program Manager shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to Bond Program Manager under this Agreement (again, offsetting any amounts already paid by Bond Program Manager which can be applied as a credit against that liability).

23.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Bond Program Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Bond Program Manager is an employee for any other purpose, then Bond Program Manager agrees to a reduction in District’s liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Bond Program Manager was not an employee.

23.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 24. Warranty of Bond Program Manager

24.1 Bond Program Manager warrants that the Bond Program Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform. Bond Program Manager further warrants
that all of the work performed under this Agreement by the Bond Program Manager shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. The Bond Program Manager also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Alameda County.

24.2 Bond Program Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

24.3 Bond Program Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). To the extent that work is performed as part of an applicable “public works” or “maintenance” project, where the total compensation is $1,000 or more, the Bond Program Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code. To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, Bond Program Manager specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations.

ARTICLE 25. Cost Disclosure - Documents and Written Reports

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

ARTICLE 26. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
ATTN: John Hiebert
PHONE: (510) 466-7217

**Bond Program Manager:**

[Contact information]

[Contact information]
If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice if given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

The Bond Program Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, Construction Manager, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating Construction Manager's good faith efforts to meet these goals.

**ARTICLE 28. Other Provisions**

28.1 The Bond Program Manager shall be responsible for the cost of construction change orders caused directly by the Bond Program Manager’s willful misconduct or negligent acts, errors or omissions. Without limiting Bond Program Manager’s liability for indirect or consequential cost impacts, the direct costs for which the Bond Program Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.

28.2 Neither the District’s review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Bond Program Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Bond Program Manager’s failure to perform any of the services furnished under this Agreement to the standard of care of the Bond Program Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.

28.3 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product
of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

28.4 The individual executing this Agreement on behalf of Bond Program Manager warrants and represents that she/he is authorized to execute this Agreement and bind the Bond Program Manager to all terms hereof.

28.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

PERALTA COMMUNITY COLLEGE DISTRICT

Date: ________________, 2019
By: ______________________
Title: ______________________

Date: ________________, 2019
By: ______________________
Title: ______________________
EXHIBITS A – D OF AGREEMENT

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER

1. BASIC SERVICES A-1
2. GENERAL PROGRAM SERVICES A-5
3. PRECONSTRUCTION PHASE A-5
4. PRE-BID PHASE A-7
5. BIDDING PHASE A-8
6. CONSTRUCTION PHASE A-9
7. PROJECT COMPLETION A-12
8. FINAL DOCUMENTS A-13
9. WARRANTY A-14
EXHIBIT “A”

RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER

In connection with the final tranche of Measure “A” and all of Measure “G” Bond/Capital Improvement Program, Bond Program Manager will be the functional lead for managing all aspects of the bond program on a day to day basis. The Bond Program Manager shall provide professional services necessary for completing the following:

1. **BASIC SERVICES**

1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.

1.2. Create and implement a program controls and process binder, which will include the development of a quality controls process for all written communication between the program office and District staff. Program communication will include regular briefings and reports to the District, submittal of studies, responses to requests for information, and maintenance of a historical database of all communications and meeting minutes for all meetings.

1.3. Act as a “subject matter expert” to District staff with respect to district bond regulations and requirements.

1.4. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.

1.5. Establish the overall structure of the bond program.

1.6. Prepare a program schedule and bond spending plan for each campus.

1.7. Prepare methods to track and report on schedule status for each Project and for the overall Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communications for the final tranche of Measure “A” and all of Measure “G” Bond Projects. For each Project, Bond Program Manager shall develop master schedules, milestone schedules, and methods to budget and track all expenditures and shall report on same each month to the District.

1.8. Develop appropriate delivery methods for each Project.

1.9. Advise the District regarding Project delivery systems, methods, and procurement strategies. Assist with identifying, recruiting, selecting, and communicating with architects, construction managers, project inspections,
and other specialty consultants as needed.

1.10. Lead the design management for each Project.

1.11. Attend all bond program meetings called by the District or advisory committees; will participate as an advisor on bond procedure determinations; coordinate and interface with program auditors and the District’s Vice Chancellor or Director; respond to internal audit and advisory services as needed.

1.12. Implement methods to budget and track all expenditures on the Program. Bond Program Manager shall generate monthly reports to the District reflecting this information, and shall maintain the District’s financial reporting systems.

1.13. Ensure that the appropriate participatory governance process is followed.

1.14. Bond Program Manager will prepare quarterly reports for the Citizen’s Bond Oversight Committee (“CBOC”) and support the committee as required.

1.15. Work as the liaison between District administration, the CBOC and Construction Manager(s).

1.16. Implement “best in class” construction management practices.

1.17. Assist in the procurement of one or more construction management firms to manage the on-site construction activity.

1.18. Be the focal point of all communication to and from construction manager(s), and Contractor(s).

1.19. Work with the District Purchasing Office on contract competitive bid processes, negotiate and recommend the award of projects.

1.20. Assist in the procurement of appropriate vendors to assist in the design and construction of each project.

1.21. Work with the District to encourage successful contractors to bid on other projects; identify/confirm problem contractors, and position the District to avoid using problem contractors on future projects.

1.22. Prepare and organize training of staff as needed, in order to implement the program consistently and effectively.

1.23. Monitor the activities of the various design consultants, construction manager, program professional consultants, construction progress, and contractor performance.

1.24. Assist the District in the management, supervision, oversight and evaluation of performance of separately hired construction management services firms, architectural/engineering firms, and specialty consultants.
1.25. Assist the District with quality control and overall management, planning, coordination and administration of the Program and Projects to be constructed as part of the Program, interfacing with District staff of various departments, the public, the Board, stakeholders, and representatives of outside organizations. Assist the District in evaluating and revising current procedures and developing new procedures as necessary.

1.26. The Bond Program Manager will be required to attend and provide updates at each Board meeting. The Bond Program Manager shall work cooperatively with District personnel to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.

1.27. Develop for District approval, a Program time schedule at the start of Program development that does the following:

1.27.1. Provides sufficient time for bidding, and, if necessary, rebidding, some, or all of the individual bid packages;

1.27.2. Coordinates and integrates the design professional(s)’ design efforts with bidding schedules;

1.27.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and

1.27.4. Takes into account the District’s occupancy requirements (showing portions of the Program having occupancy priority and ongoing operational occupancy requirements).

1.28. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Bond Program Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Bond Program Manager. Bond Program Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

1.29. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Projects, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

1.30. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.

1.31. Provide documentation, pictures, and other information and assistance to the District for the District’s use on a website, and as otherwise necessary, for public access to show Program status.
1.32. Ensure that Project Contractor(s), all subcontractor(s), Consultants, and sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project(s), at no additional cost to the District.

1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (“EPA”), Cal/EPA, the California Environmental Quality Act (“CEQA”), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Bond Program Manager shall comply with, and ensure that all Construction Managers, all contractors and their subcontractors, and all Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project(s), at no additional cost to the District.

1.34. Bond Program Manager shall maintain accurate cost accounting records, using GAAP, on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Bond Program Manager shall use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the District. Bond Program Manager shall develop simplified approval and billing procedures acceptable to the District and maintain current status of all obligations, commitments, and expenses against the Program. Bond Program Manager shall maintain current status of revenue available for the Program. Bond Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Bond Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.

1.35. Coordinate construction management with Program controls, risk, quality, health, and safety field inspection functions.

1.36. Oversee change order management, organize reports on commissioning. DSA, and other closeout processes.

1.37. Plan and implement a Program-wide risk management plan.

1.38. Administer claims made against the District, including investigations into claims and evaluation and settlement of claims with the guidelines set by the District.

1.39. Establish a procedure for collecting, evaluating, and filing documentation to support rejection or payment of claims.
1.40. Bond Program Manager is **NOT** responsible for:

1.40.1. Ground contamination or hazardous material analysis; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.

1.40.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

1.40.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Bond Program Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.

1.40.4. Historical significance report.

1.40.5. Soils investigation.

1.40.6. Geotechnical hazard report.

1.40.7. Topographic survey, including utility locating services.

1.40.8. Other items specifically designated as the District’s responsibilities under this Agreement.

1.40.9. As-built documentation from previous construction projects.

2. **GENERAL PROGRAM SERVICES**

2.1. **General**: Monitor and advise the District as to all material developments on the Program and each Project. Bond Program Manager shall implement with District approval reporting methods for schedules, cost and budget status, and projections for each project in the District’s Program.

2.2. **Scheduling**: Track and report on schedule status for each project and for the overall Program. The Bond Program Manager shall develop Project master schedules and milestone schedules for each project, and shall report on same each month to the District.

2.3. **Cost Controls**: Prepare and implement methods to budget and track all expenditures on each Project. The Bond Program Manager shall generate monthly reports to the District reflecting this information.

2.4. **Communications to Board**: The Bond Program Manager may be required to attend Board meetings, and to provide updates at each meeting.
3. **PRECONSTRUCTION PHASE**

3.1. Provide overall coordination of the Projects; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to the District and project design team shall be through the Bond Program Manager. The Bond Program Manager shall receive simultaneous copies of all written communications from the District or the project design team to the contractor(s).

3.2. Assist with the detailed definition of project scope(s), budget(s), and schedule(s), as needed. Review and reconcile cost estimates from the assigned architect(s) and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.

3.3. Provide design-phase services in conjunction with the architecture firm(s) awarded the Projects by the District. Work with the Architects to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.

3.4. Monitor and report to the District on status of design and state approval in relation to the schedule for each Project. Attend meetings to coordinate design efforts for the Program. Assist in identifying and obtaining all necessary approvals.

3.5. Develop and implement District-approved implementation procedures, forms and reporting requirements for the Projects that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).

3.6. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program.

3.7. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District’s design guidelines and design professional(s). The Bond Program Manager will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or
amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Bond Program Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

3.8. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% of the Construction Documents Phase. The Bond Program Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Bond Program Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Bond Program Manager is not responsible for providing, not does the Bond Program Manager control, the Project design or the contents of the design and design documents. The Bond Program Manager’s actions in reviewing the Project design and design documents and in making recommendations are provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Bond Program Manager’s work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and design documents.

3.9. Develop master bid/award schedule(s) including construction milestones for the Projects through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District.

3.10. Establish schedules for the soils consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.

3.11. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Projects. Prepare monthly progress reports for the District regarding the schedule for the Project.

3.12. Organize initial planning workshops to create baseline parameters for the Projects, to define overall building requirements, Project(s)’ strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Bond Program Manager will develop an implementation plan that identifies the various phases of the Projects, coordination among phases, and budget and time constraints for each phase of the Projects. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

3.13. Provide updated cost estimates for the Projects at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)’ estimates.
3.14. Advise District regarding “green building” technology and lifecycle costing, when applicable.

3.15. Fully coordinate all changes requested by any utility company needed to complete the Projects.

3.16. Review and tailor the District’s front end documents for each Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

4.1. Develop master schedules and construction schedules for each Project. Develop budget(s) for each Project based on construction cost estimates.

4.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for each Project. Establish, accordingly, a communications procedure for each Project that allows for decision making at appropriate levels of responsibility and accountability.

4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for each Project or contract conditions, for the District’s approval, and/or assist in the development of documents necessary for the bidding phase.

4.4. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for each Project as applicable and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Bond Program Manager with respect to: (a) pre-qualification of potential contractors; and (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING/SELECTION PHASE

5.1. Oversight of Bidding/Selection Process. The Bond Program Manager will assist the District, the design professionals and, as applicable, the construction managers for each project in completing the bidding process for award of a construction contract for each project.

5.2. Develop bidders’ or proposers’ interest in the Project. Coordinate all bid/selection phase activities with District departments. Conduct pre-bid conferences to familiarize bidders or proposers with the bidding documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders’ conferences, maintain and prepare minutes of job walks or bidder’s conferences. Field questions from bidders or
proposers, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder or proposer questions by addenda.

5.3. Review bid/proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare analyses and advise the District on compliance of bidders/proposers with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders or proposers and award of contracts or rejection of bids.

5.4. Conduct post-bid conferences as required. Assist and advise regarding bid protests.

6. CONSTRUCTION PHASE

6.1. Cost Control. Bond Program Manager shall develop and monitor an effective system of construction cost control for the Program. Bond Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Bond Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.

6.2. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.

6.3. The Bond Program Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Bond Program Manager shall provide to the design professional(s) and the District copies of these authorizations.

6.4. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.

6.5. Maintain a change order log for each Project and implement procedures to expedite processing of change orders.

6.6. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.

6.7. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.
6.7.1. To guard District against defects in the work of the construction contractor(s), Bond Program Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:

6.7.1.1. Accepted industry standards;
6.7.1.2. Applicable laws, rules, or ordinances; and
6.7.1.3. The design documents and Contract Documents;

6.8. Where the work of a construction contractor does not conform as set forth above, Bond Program Manager shall, with the input of design professional(s):

6.8.1. Notify the District of any non-conforming work observed by the Bond Program Manager;
6.8.2. Reject the non-conforming work; and
6.8.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.

6.9. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s).

6.10. Establish and implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.

7. PROJECT COMPLETION

7.1. At the punch list phase of each Project or designated portions thereof, the Bond Program Manager, in consultation with the Architect(s), and construction manager(s) shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Bond Program Manager shall review, with the Architect(s), construction manager(s) and District, the completed punch list work. The Bond Program Manager shall ensure, with input of the Architect(s) and construction manager(s) that the completed punch list work complies with applicable provisions of the construction contract(s).

7.2. The Bond Program Manager shall conduct, with the Architect and District, final inspections of each Project or designated portions thereof. The Bond Program Manager shall notify the District of final completion.
7.3. The Bond Program Manager shall consult with the Architect(s), PI and District and shall determine when each Project and the construction contractor(s)’ work are finally completed. The Bond Program Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

8. FINAL DOCUMENTS

The Bond Program Manager shall review and monitor all as-built drawings/record documents, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Bond Program Manager shall also forward all documents and plans to the District upon completion of each project and ensure all such plans and documents are well organized for any appropriate audit or review of each Project.

9. WARRANTY

The Bond Program Manager shall implement a Warranty Inspection and Warranty Work procedure for each Project that all contractors must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after each Project completion to inspect each Project and identify any outstanding warranty work.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT “B”

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Bond Program Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Program initiated by the District, including but not limited to size, quality, complexity, or the District’s schedule, or method of bidding or negotiating and contracting for the construction of the projects.

2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.

3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor(s), or by failure of performance of the District’s consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.

4. The selection, layout, procurement or specification at the District’s request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.

5. Providing surveys relative to future facilities, systems or equipment which are not intended to be construction during the Construction Phase.

6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.

7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.

8. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Bond Program Manager or where the Bond Program Manager is a party thereto, except for a contractor’s hearing necessitated by a bid protest or by a contractor’s request to substitute a subcontractor, or by handling of any stop payment notices.

9. Performing technical inspection and testing.

10. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of bond program management practice.

The rates identified in the Fee Schedule attached to Exhibit “D” include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.
EXHIBIT “C”

SCHEDULE OF WORK

Laney College Campus:

New Build/New Facilities:
• ______________
• ______________

Modifications/Additions/Renovations:
• ______________
• ______________

Infrastructure:
• ______________
• ______________

Site Development:
• ______________
• ______________

Other:
• ______________
• ______________

Merritt College Campus:

New Build/New Facilities:
• ______________
• ______________

Modifications/Additions/Renovations:
• ______________
• ______________

Infrastructure:
• ______________
• ______________

Site Development:
• ______________
• ______________

Other:
• ______________
• ______________

College of Alameda Campus:

New Build/New Facilities:
• ______________
• ______________

Modifications/Additions/Renovations:
• ______________
• ______________

Infrastructure:
• ______________
• ______________
Site Development:
•
•
Other:
•
•

Berkeley Community College Campus:
New Build/New Facilities:
•
•
Modifications/Additions/Renovations:
•
•
Infrastructure:
•
•
Site Development:
•
•
Other:
•
•

Other:
[INSERT PROJECT TYPE]:
•
EXHIBIT “D”

FEESCHEDULE

Compensation

1. The Bond Program Manager’s fee set forth in this Agreement shall be full compensation for all of Bond Program Manager’s Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in Exhibit “A.” The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e., offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.

2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. Bond Program Manager shall submit monthly invoices on a form and in the format approved by the District.

2. Bond Program Manager shall submit these invoices in duplicate to the District via the District’s authorized representative.

3. Bond Program Manager shall submit to District on a monthly basis documentation showing proof that payments were made to Bond Program Manager’s consultants, sub-consultants, and/or subcontractors.

4. Upon receipt and approval of Bond Program Manager’s invoices, the District agrees to make payments of undisputed amounts within sixty (60) days of receipt of the invoice as follows:

Format and Content of Invoices

Bond Program Manager acknowledges that the District requires Bond Program Manager’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, program manager, and project inspector.</td>
<td>.8</td>
</tr>
<tr>
<td>Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, PM, IOR.</td>
<td>1.2</td>
</tr>
</tbody>
</table>
**Hourly Rates for Extra Services**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Bond Program Manager shall bill in quarter-hour increments for all Extra Services.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal in Charge</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Project Director</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Project Engineer(s)</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Project Controls Manager</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Project Admin-Financial</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Project Admin-Office</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Estimator</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Constructability Reviewer</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Construction Manager(s)</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
<tr>
<td>Assistant Construction Manager(s)</td>
<td>$<em><strong>.'</strong></em></td>
</tr>
</tbody>
</table>

The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**Monthly Rates**

3. The following monthly rates for those individuals who are anticipated to be fully dedicated to the specific District project, which include overhead, administrative cost and profit, shall be utilized in calculating the Bond Program Manager's fee.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal In Charge:</td>
<td>$___.'.00</td>
</tr>
<tr>
<td>Program Director:</td>
<td>$___.'.00</td>
</tr>
<tr>
<td>Program Manager(s):</td>
<td>$___.'.00</td>
</tr>
<tr>
<td>Assistant Program Manager:</td>
<td>$___.'.00</td>
</tr>
<tr>
<td>Project Manager(s):</td>
<td>$___.'.00</td>
</tr>
<tr>
<td>Director of Budget &amp; Accounting:</td>
<td>$___.'.00</td>
</tr>
<tr>
<td>Other:</td>
<td>$___.'.00</td>
</tr>
</tbody>
</table>