Preparing every student to thrive in a global society.

August 21, 2017

Request for Qualifications/Request for Proposals (RFQ/P)

RFQ/P-01-17-18

Program Management Services
Bond Measures G, E, I and Z

Submit qualifications/proposals by 3:00 p.m., September 29, 2017 to:
EAST SIDE UNION HIGH SCHOOL
Capital Purchasing Department
830 North Capitol Avenue
San Jose, CA 95133-1398
Attention: Janice Unger, Director, Purchasing & Capital Accounting

KEY DATES

RFQ/P Advertisement on August 23, and August 30, 2017
Inquiries/Clarifications Deadline: 4:00 pm on September 12, 2017
Proposal Deadline: 3:00 pm on September 29, 2017

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Attachment A - Administrative and Legal Requirements
Exhibit 1 – Consultant's Information/Signature page (Required Bid Submittal Documentation)
Exhibit 2 – List of References (Required Bid Submittal Documentation)
Exhibit 3 – Nondiscrimination Form (Required Bid Submittal Documentation)
Exhibit 4 – Conflict of Interest (Required Bid Submittal Documentation)
A copy of your firm's latest reviewed or audited financial statement with accompanying notes and supplemental information.
Exhibit "A" - 2017 East Side Union High School District Facilities Master Plan Update
Exhibit "B" - Projects
Exhibit "X" – Form of Program Management Agreement

NOTICE TO PM SERVICES CONSULTANTS

The Board of Trustees for East Side Union High School District has directed administration to reissue a request for qualifications and proposals for program management services to include all District bond programs commencing January 1, 2018.

The District intends to select one or more firms that best meets the District's needs to perform the program management for the District's bond program projects. The firm or firms selected through this RFQ/P will work collaboratively with the District Board of Trustees, staff and consultants, citizen's oversight committee and other District committees and the community to facilitate the planning and execution of the projects to be completed. The District may assign all or parts of the work described in this RFQ/P to one or more successful firm(s). The criteria on which the District makes its determination will not be limited to the amount of proposed fees, but will also be based on ability and experience and other qualifications as described herein.

All responses must be submitted in the manner and within the time specified in this RFQ/P and must be received by the **District no later than 3:00 p.m. on September 29, 2017** at the following location and as detailed in this RFQ/P:

East Side Union High School District

Attn: Janice Unger,
Director, Purchasing & Capital Accounting
830 North Capitol Avenue
San Jose, CA 95133
Phone: 408-347-5079

Copies of the RFQ/P and required documents can be downloaded from ESUHSD's website as indicated below:

http://www.esuhsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html

NO PROPOSALS WILL BE ACCEPTED BY ELECTRONIC MAIL OR FACSIMILE. ALL LATE PROPOSALS WILL BE REJECTED.

Any requests for clarification of the RFQ/P shall be made IN WRITING and emailed to and received by Janice Unger, Director, Purchasing & Capital Accounting @ ungerj@esuhsd.org no later than **4:00 P.M., September 12, 2017.**

No firm may withdraw any Proposal for a period of ninety calendar days after the date set for the receiving of the Proposals.

This is neither a formal request for bids, nor an offer by the District to contract with any party responding to this request. The Board of Trustees reserves the right to waive any irregularities, accept or reject any or all proposals, for any reason, and/or decide not to award an Agreement as a result of this RFQ/P.

There will not be a formal public opening for the RFQ/P. After the recommendation is submitted to the Board of Trustees for approval, all proposals will be available for public review.

A. INTRODUCTION TO EAST SIDE UNION HIGH SCHOOL DISTRICT

The East Side Union High School District (ESUHSD), established in 1950, serves over 24,000 students in grades 9-12 at twelve comprehensive high schools, five alternative education sites, seven child development centers and six independent charter schools. The District offers a robust career technical education program through its magnet programs, CA Academies, and an ROP JPA. The Adult Education Program serves an additional 8,100 students. The District has the fourth largest high school enrollment in the State and the largest in Northern California.

Located in the city of San Jose, Santa Clara County (Silicon Valley), the District encompasses 180 square miles, which geographically parallels approximately 14 miles of the East foothills of the Santa Clara Valley. Within the East Side community of San Jose there are 161,092 households with a population of 574,502 residents. Seven feeder elementary districts send students to East Side Union High School District schools. The community of this urban school district prides itself on its ethnic, cultural and language diversity. It is considered an ideal community because of its appealing climate, geographical location and proximity to cultural centers and numerous institutions of higher learning.

Pursuant to California Government Code 53060, the District desires to engage a single entity to provide a range of program management services and provide an extension of, and support to, the District's staff for the District's bond-funded capital construction, repair and modernization projects noted below, as more particularly described in **Exhibit "B"** attached hereto, as well as the remainder of the District's other bond funds. (See below.) This Request for Proposals (RFP) describes the projects, required scope of services, consultant selection process, and minimum information that must be included in the proposal. This RFQ/P will request each responding firm to concisely state its qualifications and concept for how the program manager (PM) and District will develop a constructive and effective relationship in the administration of the District's bond programs.

The contracted scope of work shall be negotiated with the selected firm based on the services proposed by the firm and/or required by the District. The firm's in-house staff may provide the services directly, or the firm may propose to joint venture with one or more other entities or by assembling a team of sub-consultants. While the District currently seeks proposals for program management services for all District bond programs under one program management firm, the District reserves the right to contract with one or more firm(s) to provide all of the services described herein, or to divide the scope of work and services between District sites and/or individual bond programs.

B. INFORMATION ABOUT THE CAPITAL IMPROVEMENT PROGRAM

The District's Capital Improvement Program (Program) is a complex portfolio of projects spanning multiple years and currently funded by local general obligation bond measures G and E, I, OPSC school facility program grants, and other minor funding streams. Since 1991, the District community has supported ESUHSD's growth and modernization through a series of local general obligation bonds:

- Measure A - $108 Million, voters approved 1991; completed
- Measure A - $80 Million, voters approved 1999; completed
- Measure G - $11,405,824 (Remaining balance)
- Measure E - $81,650,602 (Remaining balance)
- Measure I - $66,144,639 (Remaining balance)

- Measure Z - $510 Million, voters approved November 2016; ($72,000,000 issued for this contract proposal period)

Since 1999 there has been two (2) new District sites/campuses constructed, over one hundred (100) construction projects completed, twenty five (25) projects currently under construction, eight (8) projects out for bid as of the spring 2017, and a $30 Million plus commitment made to upgrades in technology throughout the District. Further information about projects is available on the District's website at:

http://facilities.esuhsd.org/wp-content/uploads/2017/03/2017-02-CIP-Monthly-Status-Rpts-DW-V1.2017.0314.pdf

The Board of Trustees reviewed, and approved the 2017 East Side Union High School District Facilities Master Plan Update. (**Exhibit "A"**) Preliminary planning for Measure Z bond projects is underway.

Construction work performed under the District's Bond Program is subject to a Project Labor Agreement, which has been in place since 2003 and has been amended to include Measure Z, board approved August 17, 2017.

The Bond Program allows the District to fund modernization, new construction, and other capital projects to ensure that students attending East Side Union High School District schools are housed in safe, healthy, and quality learning environments.

C. ROLE OF THE DISTRICT

The District intends to manage the Program through a professional program management firm that will provide the direct, day-to-day management of the Program, in conjunction with a specified staff of District employees to provide support as appropriate. District employees whose work is primarily associated with the Program includes the District's Director of Facilities, Construction & Maintenance, the District's Senior Project Manager, a District Project Manager, a District Assistant Project Manager, a Director of Purchasing & Capital Accounting , a Capital Accounting Budget Manager, a Senior Contract Specialist and a Capital Buyer and Capital Accounting Technician. There are other employees whose work partially intersects the Program in incidental administrative capacities. Construction management firms will continue to be engaged separately to manage projects. Program work, whether provided by employees, the selected program manager or construction managers or other consultants, is performed under the executive direction of the Director of Facilities, Construction & Maintenance (or other person designated by the Board of Trustees or Superintendent).

The District's role includes:

- Review and approve the Program and Project scopes, budgets and schedules.
- Designate a representative(s) to act on the District's behalf with respect to the Program and Projects in planning, preconstruction activities, Group 2 FF&E planning and implementation activities, and publishing and maintaining District design standards.
- The District's Senior Project Manager will oversee and/or participate in planning, construction activities, development of construction management procedures, and conduct other Program-related activities as assigned.
- The District's Director, Purchasing & Capital Accounting will oversee and/or participate in procurement of professional and construction services, and Group 2 FF&E.
- Pre-Qualification of public works contractors for Bond construction projects.

- Procure independent performance and financial audits as required by law.
- Provide information to the community regarding the Program.
- Bid and approve construction contracts, amend contracts by change orders, and accept completion of contracts per the contract terms.

D. ROLE AND RESPONSIBILITIES OF PROGRAM MANAGER

The selected Program Manager shall report to the Director of Facilities, Construction & Maintenance (or other person designated by the Superintendent or Board of Trustees). The selected Program Manager must be properly licensed in the State of California, qualified and experienced in performing the scope of work. In keeping with the District's desire to promote accountability, efficiency, and cost effectiveness the District is seeking the services of a Program Management firm to provide system-wide coordination and oversight of capital improvement work performed under all Bond Measures. Working with the District staff, design firms, other consultants, and contractors, the selected program manager (PM) will facilitate interdisciplinary communication and establish consistent data format and control to ensure proper definition and implementation of the work and maximize value to the District through effective program execution.

The selected PM firm shall provide, with a single point of contact, full service bond program management services and scope of work as set forth in the attached form of agreement (**Exhibit "X"**), including, but not limited to, the following:

1. Develop and maintain a comprehensive Implementation Plan (IP), in conjunction and coordination with the District's Facilities Master Plan to manage all of the facets of the bond program. The IP process will include evaluation of current needs and evaluation of current budgets. The selected firm will provide a comprehensive project control system that will be used to manage all of the project scopes, budgets and schedules for the bond program. Facilitate engagement and approvals of projects from School Site Councils, Superintendent's Council and the Board of Trustees.

2. Establish an overall Program budget and schedule for District approval and provide an integrated budget/cost and schedule management system designed to meet the objectives of the Bond Program and keep the District informed of Program status.

3. Develop and maintain the master schedule of project deployment and develop and maintain a cash flow schedule to ensure the timely spend-down of bond funds and the issuance of bonds to fund the projects. Maintain the cost management system and update it throughout the Program life-cycle.

4. Continue, enhance and refine the District's comprehensive communication strategy to keep all District stakeholders abreast of current and proposed Bond Program projects including District Administration, the Board of Trustees, the Citizens Oversight Committee, the individual school sites, and promote capital construction project ground-breaking and completion/grand opening events, provide annual reports, monthly reports, and maintain capital construction project website.

5. Assist the District in identifying lines of authority, organization and communication to effectively manage the facilities Bond Program. Assist the District in evaluating and revising current procedures and developing new procedures as necessary.

6. Provide additional support in the review, analysis and administration of contract change orders to scope, schedule and price.

7. Review, organize, inventory, and catalog District “as built” drawings and obtain missing drawings from appropriate sources.

8. Advise the District about phasing of projects and contracting strategy for the purpose of avoidance of cost overruns, duplication of effort, use of temporary facilities, and litigation.

9. Maintain, organize and catalogue all Bond Program construction and progress records. All records, correspondence, contracts, technical studies, and other related documents will remain the property of the District. An annual report on project progress, cost analysis, and future cash flow will be required.

10. Provide cost and schedule reports for review by District staff, the Board of Trustees, the Citizens Oversight Committee and others as directed by the District.

11. Participate and provide support in labor relations activities, including participating in Labor Council activities, Joint Administrative Committee activities, enforcing the District’s Project Labor Agreement, and assisting as needed in labor relations grievance resolutions.

12. Adhere to all requirements in its Agreement with the District.

13. Advise the District in such matters as:

    - Methods of project delivery;
    - Structure and implementation of projects;
    - Structure of bid packages.

14. Facilitate vendor, project, and program closeout activities. Ensure complete and organized project records during the project and at closeout, including fiscal expenditure close-out documentation, project Directories, and complete project documents in an organized, prescribed document management system.

15. Assist the District with the development of and implementation of a Business Outreach Program, with specific strategies to attract and increase participation of Local (“L"), Small (“S"), Emerging ("E") and Disabled Veterans Business Enterprise (“DVBE") firms.

Please refer to the attached **Exhibit X** for a detailed description of the scope of program management work, obligations and requirements. Extensive experience with the Office of Public School Construction, California Department of Education, the Division of State Architect, the Uniform Building Code (“UBC”), and Title 24 of the California Code of Regulations is required.

E. SELECTION OF MOST QUALIFIED PROGRAM MANAGEMENT FIRM

The PM firm selected shall be qualified to provide, with a single point of contact, full service Program Management services. Relevant Program Management experience will be a factor in the selection of the PM firm. The PM firm will not be eligible to submit bids or proposals on, or provide, architectural or engineering services, construction management services, design-build services or lease-leaseback services.

F. PROPOSAL REQUIREMENTS

Proposals will consist of two parts: (1) the firm's Statement of Qualifications (SOQ), and (2) the firm's Fee Proposal. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ/P. Each Proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Proposer's firm. The Proposal should show that the firm possesses the demonstrated skills and professional experience and judgment to provide the requested program management services, perform the general functions of the Program, and fulfill the goals and vision of the District. Proposals shall demonstrate the Proposer's ability to develop and implement a creative approach to program management for the District.

Copies of the RFQ/P and forms can be downloaded from the following website:

http://www.esuhsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html

Interested firms or respondents are requested to respond in accordance with the direction provided below. The SOQ page limit is thirty (30) pages (not including a separate sealed envelope containing the Fee Proposal).

G. SOQ CONTENTS

1. **Cover Letter**

Introduction of the firm or team (prime, prime-sub-consultants, joint-venture) indicating the proposed structure of the Proposer organization. The cover letter is to be signed by an officer of the "prime" consultant organization who, if selected, will have company oversight responsibility for delivery of services under the contract with the District. Clearly identify the individuals who are authorized to speak for the firm during the evaluation process.

2. **Statement of Consultant Qualifications**

Using as a minimum the following criteria, the program management firm should state why it believes it is qualified to provide the services requested in this RFQ/P. This SOQ will include:

a. Firm Overview:

i. Type of organization or company structure (e.g., corporation, LLC, partnership) and organizational history.
ii. Certification that the program management firm is legally permitted to conduct business in the State of California.
iii. Number of years the firm has been in business or, if a joint venture, for each firm of the joint venture.
iv. Location of principal office that will be responsible for implementation of the program management contract.
v. The PM must demonstrate an ability to be able to draw upon a multidisciplinary staff to address the services outlined in this RFQ/P (i.e., the types of employees in the firm and the number of employees in various categories). A demonstrated record of staffing to bring in quality programs/projects on time and on budget is essential.
vi. Evidence of financial strength. Indicate the dollar value of the firm's three (3) largest projects over

the last five (5) years.

vii. Strength of program management staff. Include resumes of person(s) responsible for each phase of the work that would be assigned to this program (key personnel). Describe each person's role and include an organization chart.

viii. Evidence of Insurance Coverage.

ix. Description of litigation in connection with firm projects or contracts during the past five (5) years. List all litigation arising from or in connection with any public project or contract on which your firm(s) provided program or project/construction management services in the past 5 years. State the issues in litigation, the status of litigation, names of parties, and outcomes including settlements or judgments related to your firm and/or proposed business partners. Also, provide information relative to any suits, criminal proceedings, or convictions for false claims within the past five (5) years.

x. Demonstrated experience in planning for K–12 facilities is highly desirable.

b. Team Organization/ Roles and Responsibilities:

Identify the proposed project manager and other sub-consultants that would be relevant for the Program. Experience in school-related work shall be clearly identified for each individual. Include the following information for each of the sub-consultants:

1. Identify Principal-In-Charge.

2. Identify Project Director/Manager.

3. List relevant licenses held license numbers and dates, if applicable.

4. Provide resumes of the above individuals and list their experience on related projects similar in type and scope.

Provide an organizational chart showing the relationship of tile District to firm and sub-consultants.

c. Proposed Method to Accomplish the Work:

Describe the proposed technical and management approach to providing the program management services for the District. Proposer should take into account the scope of the Program, goals of the District, and general functions required. Include a draft of the first year schedule of tasks, services, milestones, and deliverables that will provide for timely completion of the upcoming bond projects most cost effectively.

d. Recent Program Management Experience.

A description of three (3) of the most relevant program management contracts held by the firm within the last five (5) years. These must include experience with school districts or public colleges, preferably in the State of California. The firm must demonstrate a positive relationship with prior clients. For each of the three contracts please list:

i. Project scope, including cost, completion date, and role of firm.
ii. Project budget and examples of successful value engineering and program management that maintained the budget without sacrificing quality.
iii. Project schedule development and maintenance, including specific examples of scheduling challenges and how your firm resolved them.
iv. Describe the steps your company utilized to ensure quality control during the pre-construction and construction processes.
v. Duration of program; program description, staffing, dollar value of program.

e. Additional Information

Describe other appropriate factors and items that the firm believes will affect its management of the Bond Program such as how the firm would manage its obligations and interface with the District, what types of consultants and other subcontractors would be utilized, and in what roles and how the firm will ensure quality and effectiveness with the overall program management effort.

f. Form of Program Management Agreement

The SOQ must specifically confirm that the firm has reviewed the District's form of Program Management Agreement for the Program attached as Exhibit "X", and set forth any requested or proposed modifications. The District reserves the right to modify its proposed form of agreement pending the selection of a PM firm.

H. ORGANIZATION OF EXHIBITS TO SOQ

Proposals and required supporting documentation are to be organized simply, economically and will be submitted in the specific order as defined below: Note: Items 1 through 6 are required with your SOQ submission and are considered mandatory for technical qualification to proceed in the evaluation process.

1. Exhibit 1 – Consultant Information/Signature Page (including all attachments)
2. Vendor Insurance Documentation (Evidence of Insurance required)
3. Exhibit 2 – List of References
4. Exhibit 3 – Non Discrimination Form
5. Exhibit 4 – Conflict of Interest Form
6. A copy of your latest reviewed or audited financial statement with accompanying notes and supplemental information (required with your submittal).

The District cannot ensure the confidentiality of any financial statements and information you submit in connection with this RFQ/P, including any information marked "Confidential", "Proprietary", or "Trade Secret" or similar markings. All responders are advised that the disclosure of such information may be required by the California Public Records Act.

I. FEE PROPOSAL

In a separate sealed envelope provide a detailed fee proposal quotation breakdown that includes ALL compensation components that your firm would expect to receive if selected as the Program Manager. Firm personnel not identified in your submittal will not be expected or allowed to bill against the Program without the

District's prior written approval. The Proposal must include hourly rates for each job classification to be billed to the Program. All rates proposed are to be submitted at today's rate and you are to provide any proposed annual or other increase or adjustment as a percentage.

Provide any and all costs that your firm proposes to be reimbursed for in the performance of program management services that are NOT included in the hourly, weekly or monthly fee structure discussed above. Please provide a categorization and estimate of reimbursable costs that your firm believes would be appropriate for different stages of the Program. If your firm intends to utilize sub consultants as part of your Program Management work effort please provide detailed information on the companies that you would propose to use, their specific roles and cost of their work, including billing rates. If your firm proposes to "mark up" reimbursable costs, please state the mark-up percentage. Please note that it is the District's intent that the total costs for all services to be provided by your firm for the Program be represented in the fee and reimbursable costs outlined above. Reimbursable expenses will require prior District approval.

J. ADDENDA/CLARIFICATIONS

If it becomes necessary for the District to revise any part of this RFQ/P, or to provide clarification or additional information after the RFQ/P documents are released, a written addendum will be sent to each recipient of record of the original RFQ/P. District will not be bound by any modifications to or deviations from the requirements set forth in the RFQ/P as a result of oral instruction. Any requests for clarification of the RFP shall be made **IN WRITING** and delivered to the District no later than **4:00 p.m. on September 12, 2017,** as follows:

Email: Janice Unger at ungerj@esuhsd.org

Mail or Direct Delivery: Janice Unger, Director, Purchasing & Capital Accounting
East Side Union High School District
830 North Capitol Avenue
San Jose, CA. 95133-1398

Phone: 408-347-5079

K. EXCEPTIONS AND DEVIATIONS

Firms that are currently working in the capacity as a CM (Construction Manager) under contract for the District are advised that, if your firm is recommended for award, you will be able to finish out the projects that you are currently providing construction management services for. After the PM contract goes into effect, the CM (Construction Manager) performing PM services no longer are able to propose on future CM projects as long as they are the PM for the program.

Respondent must include and point out any exceptions and deviations in its written response to this RFQ/P.

L. WITHDRAWAL OR MODIFICATION OF PROPOSAL

A firm may withdraw or modify its SOQ and Fee Proposal at any time prior to the specified time for receipt of SOQs and Fee Proposals by presenting a written request for withdrawal or modification of such in person to the District's Capital Purchasing Office at 830 N. Capitol Avenue, San Jose, California 95133, with proof that the person presenting this written request is a representative of the firm withdrawing the SOQ and Fee Proposal.

M. DISTRICT RIGHTS

The District reserves the right during the selection process to inspect the proposer's activities and financial statements to ensure the proposer's competence and ability to perform the specified services. The District's review and consideration shall not be limited or constrained by or to the information contained in each firm's SOQ or Fee Proposal, and the District may review and consider information obtained from other sources. The Proposal may be rejected if the above inspection and review discloses information demonstrating that the proposer is not qualified or able to perform the specified services or has misrepresented or omitted material information regarding its experiences, accomplishments, litigation and its legal status or capabilities/qualifications.

N. EVALUATION OF SOQ/PROPOSALS, INTERVIEWS, AND SELECTION PROCESS

Each Proposal submitted will first be reviewed by the Director of Purchasing & Capital Accounting to determine that the Proposal meets the technical basic requirements of the RFQ/P, including that the Proposal was timely submitted, and that the firm's Proposal includes the signed written SOQ and all required signed exhibits, the separate signed Fee Proposal, the specified financial statements, and all other documents and certifications specified in this RFQ/P. Proposals which do not meet the technical basic requirements will not be considered or further evaluated. Only those Proposals meeting the basic technical requirements of the RFQ/P will proceed to the proposal evaluation phase.

Those Proposals meeting the technical basic requirements of the RFQ/P will then be evaluated and scored as follows (as described in more detail below): (1) Evaluation Committee scoring, (2) Scoring of Firm's Client References, (3) Scoring of each firm's Fee Proposal, and (4) evaluation of each firm's financial statements.

1. <u>Evaluation Committee Scoring</u>

First, the District will appoint a ten (10) member Evaluation Committee composed of the following representatives: (i) two (2) representatives from the Facilities Planning & Construction Department, (ii) two (2) representatives from the District's Business Services Department,(iii) two (2) District site administrators, (iv) one (1) representative from the District's Information Technology Department, (v) one (1) member of the District's Citizens' Oversight Committee, (vi) one (1) member from the District's Audit Committee, and (vii) one (1) representative from the District's Capital Accounting Department (not to include the Director of Purchasing & Capital Accounting). Each evaluator will separately review each SOQ on a secure site. Using the criteria and method below, each evaluator will separately record their scores for each Proposal using the specified criteria and evaluation tool score cards, which will also allow each evaluator to document their notes. Evaluation Committee members will not have access to or score any firm's Fee Proposal information as part of her/his scoring process.

The criteria to be applied by the evaluators in this phase and the total possible points and weight for each criterion are described below:

EVALUATION COMMITTEE CRITERIA	**Total Possible Points per Criterion for Each Evaluator**	**Criterion Weight**	**Total Possible Weighted Score Per Each Evaluator**
1. Overall responsiveness and quality of the Proposal, clearly stating the understanding of the purpose, scope and objectives of the Program, and demonstrating a good practical approach and work plan to achieve these objectives.	10	10	100
2. Overall technical expertise and qualifications of the firm, including the firm's principals and staff, and depth and availability of staff and resources to meet anticipated schedule and Program requirements.	15	10	150
3. Comprehensiveness and viability of the methodology proposed for supporting the Program.	10	10	100
4. Management plans, including how the firm will manage team partners and how the firm's staff will effectively interface with District staff.	10	10	100
5. Past performance of the proposing firm on relevant similar work previously accomplished for school districts.	10	10	100
6. Firms will be required to attend an interview with the Evaluation Committee at which time each firm will separately present its proposed project team and qualifications and answer questions pertaining to its Proposal. Key "on-site" staff proposed by the firm or respondent to be managing and working on the program will be expected to attend and .participate in the interview	20	10	200

Following the interview, the Evaluation Committee members will each score the interviews and the evaluation tool will calculate the total scores from the Evaluation Committee members.

The above criterion and scores will be calculated using PlanetBids' RFP Evaluation tool. The evaluation tool is intended to allow the District to fairly assess each firm. The method incorporated in PlanetBids' RFP Evaluation tool is a combination of scoring and weighting. Each Proposal will be scored by each evaluator separately on a

scale of 0 to 10 for each of the criteria; a score of 0 will signify that the criterion is not met, and a score of 10 signifying that the proposal meets and exceeds expectations. Once a score is assigned, the PlanetBids Evaluation tool will automatically calculate the weighted score based on the points available. (Weighted Score = Criterion Weight X Evaluator Points Awarded).

2. Scoring of Firm's Client References

The District will also separately consider and score each firm's client references and the clients' satisfaction regarding prior projects and contract performance. Client references will each be asked the same set of questions and asked to score their satisfaction with the firm on a scale of 1 (poor/not satisfied) to 10 (excellent/exceeded expectations) The total points available to each firm for client references will be 10. (Weighted points = 100)

3. Scoring of Each Firm's Fee Proposal

The District will also separately score each firm's Fee Proposal based on the fee amount proposed also using a 10 point scoring system, an assigned weight of 15 for this criterion, and a total possible weighted score of 150. The proposal with the lowest cost shall receive the maximum points and weighted score available (150). The remaining proposals are scored based on the lowest proposal cost. The price of the lowest proposal cost is divided by the cost of the proposal being evaluated, then multiplied by the maximum points available, according to the following formula (maximum 15 points possible):

$$\frac{\text{Price of Lowest Fee Proposal}}{\text{Price of Fee Proposal Being Rated}} \times 10 = \text{Unweighted Score}$$

The Fee Proposal scoring will be calculated by the Director of Purchasing & Capital Accounting and will occur only after all Evaluation Committee members have completed and submitted their scores for each Proposal as outlined above.

After considering the Fee Proposal scoring the Evaluation Committee may provide the highest scoring firm or firms with an opportunity to provide a "Best and Final Offer" (BAFO). The BAFO process represents an optional step in the evaluation process. BAFO may be useful when, for example, no single proposal addresses all the requirements, when the fees submitted by all proposers are too high or are not reasonably comparable because of the fee format proposed, when two or more proposers are virtually tied after the evaluation scoring, when all proposers submitted SOQs or Fee Proposals that are unclear or deficient in one or more areas, or when there are two equally attractive proposals that are difficult to differentiate.

4. Evaluation of Financial Statements

Each firm's financial statements will be evaluated separately by the District using the District's standard financial statement evaluation criteria and scoring used by the District in the prequalification of contractors.

5. Protest Period –Notification of Results

Results of the evaluations (SOQ and Interviews) will be released to the firms that were evaluated by November 02, 2017 with instructions and timeline for any protest that may result.

O. AWARD OF CONTRACT

The total final weighted scores by the Evaluation Committee, the client reference score, the Fee Proposal score and the evaluation scoring of each firm's financial statements for each firm will be summarized and presented to the District's Board of Trustees for consideration in the selection of a program management firm. The final selection of a program management firm to perform the services requested herein shall be the firm which, as determined by the District's Board of Trustees, is the most responsive and responsible, meets ESUHSD's requirements in providing the service and is in ESUHSD's best interest.

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, to award on the basis of the qualifications and proposal and interview to the firm whose scores the highest possible points, and to waive any informality or non-substantive irregularity, as the interests of the District may require.

The District reserves the right to contract with any entity responding to this RFQ/P for all or portions of the above-described phases, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. 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 reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall not be responsible for the cost of preparing any proposal in response to this RFQ/Ps. The District may, at its option, determine to award contract(s) for only phases of the work or for only portions of the scopes of work identified herein. In such case, the successful proposing firm will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work the District will retain the right to enter into negotiations with any other firm responding to this RFQ/P.

The proposer's SOQ, Fee Proposal, financial statements 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 materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This document does not commit the District to negotiate an agreement with any proposing firm or individual.

Furthermore, the District reserves the right to add additional firms for consideration of receipt of this RFQ/RFP if such action is found to be in the best interest of the District.

The District reserves the right to award a contract any time up to ninety (90) days from the date of the proposal opening. The award of a contract is at the sole discretion of the District acting through the Board of Trustees for East Side Union High School District.

P. TERM OF CONTRACT

The agreement for program management services is proposed for a term of up to three (3) years with two (2) one-year renewal options exercised at the District's sole discretion and based on the current Bond Program consisting of Measures G, E, I & Z estimated value of $231,201,065.00.

Q. SUBMITTAL REQUIREMENTS

The individual or official of the firm who has the power to bind the firm contractually must sign and timely deliver to the District the written SOQ and all required exhibits and financial statements and evidence of insurance coverage, and the written Fee Proposal, as follows:

- **One (1) original and ten (10) copies of the Statement of Qualifications plus a <u>CD/DVD/flash drive</u> that includes all documents provided** shall be submitted to the District **on or before 3:00 p.m. on September 29, 2017, in a sealed envelope labeled "Statement of Qualifications for Program Management Services: RFQ/P-01-17-18"** to:

  East Side Union High School District
  Capital Purchasing
  830 North Capitol Avenue, San Jose, California 95133
  Attention: Janice Unger, Director, Purchasing & Capital Accounting

  Fee Proposals must be delivered to and received by the District at the same time in separate sealed envelopes labeled **"Fee Proposal – RFQ/P-01-17-18" no later than 3:00 p.m. on, September 29, 2017, at the address and to the person specified above.**

SOQs and Fee Proposals by facsimile or e-mail will not be accepted. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office by the date and time specified above. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.

Failure to comply with any of the instructions stated in the RFQ/P documents may result in rejection of the proposal.

- Any party submitting a proposal shall not contact or lobby any District Trustee, District official, employee, agent or representative during the proposal process to discuss their proposal, including up to the date that the recommendation is released to the public on the District's Board Docs system. Any party attempting to influence the proposal including the submittal, review process and awarding of proposal will cause their firm's proposal to be rejected for violating this term and condition of the RFP.

- Any party, individual, group or firm, not submitting a proposal, but which may have a financial or business interest in the award of the proposal shall not contact or lobby any District Board of Trustee, District official, employee, agent, contractor or representative, including up to the date that the recommendation is released to the public on the District's Board Docs system.

R. SCHEDULE OF KEY RFQ/P AND SELECTION EVENTS

The following is the anticipated timeline for the process of selecting a PM. ESUHSD may change the estimated dates and process as deemed necessary:

August 21, 2017	RFQ/P – Solicitation Release Date
September 12, 2017	Last day for submission of inquiries and/or clarifications
	(Deadline by 4:00 P.M.)

September 26, 2017	Response to submission of inquiries and/or clarifications (if needed)
September 29, 2017 @ 3:00PM	Deadline for submission of Statements of Qualifications & Proposal
October 13, 2017	Notification of Finalists
October 18, 2017	Interview Finalists
October 19, 2017	Best & Final Proposals solicited from finalists (if requested)
October 25, 2017	Final recommendation prepared for Superintendent's Council and Board approval
November 02, 2017	Protest Period – Notify firms of evaluation results
November 16, 2017	Board of Trustees Meeting; consideration of selection and approval of program management firm

S. ERRORS AND CORRECTIONS

Responding firms are solely responsible for carefully reviewing all conditions and requirements in this RFQ/P. ESUHSD will not be responsible for any error or omissions on the part of the firm in making a proposal. No erasures are permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by the individual signing the proposal. Verify your proposal for completeness and accuracy before submission as it cannot be corrected after being opened.

T. INDEMNIFICATION & INSURANCE REQUIREMENTS

Indemnification: The Vendor will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers as specified in the attached for of Agreement

Insurance: The minimum coverages limits and requirements of insurance will be as stated in Article XX of the attached form of Agreement.

U. Administrative & Legal Requirements

Bidders must meet Administrative and Legal Requirements included in this RFQ/P and as outlined in **Attachment A,** attached hereto.

End of Document

Attachment A
Administrative and Legal Requirements
Page 1 of 4

1. Fingerprinting and Criminal Records Check.

Consultant shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Consultant shall not permit any employees to have any contact with East Side Union High School District (ESUHSD) pupils or be present on any ESUHSD school site until such time as Consultant has verified in writing to the governing board of the ESUHSD that such employee has not been convicted of a felony as defined in Education code 45125.1. Consultant's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the ESUHSD and/or acting as independent Consultants of the Consultant. Verification of compliance with this section shall be provided in writing to the ESUHSD prior to the commencement of participation in the agreed project and prior to contact with students.

2. Health Examination.

No person shall be initially allowed to interact with students unless he/she has placed on file with the Consultant or ESUHSD a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

3. Assignment.

This agreement shall not be assigned by the consultant in whole or in part without the consent in writing from ESUHSD.

4. Successors and Assigns.

This resulting contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

5. Governing Law and Jurisdiction.

The Contract(s) will be governed and interpreted under the laws of the State of California.

6. Amendments; Waivers.

Except as otherwise provided in the Contract including the License Contract if separate, no modification to either Contract will be binding unless in writing and signed by an authorized representative of both parties.

7. Severability.

If a court of competent jurisdiction holds that any provision of the Contract (s) is invalid or unenforceable, the remaining portions of the Contract(s) will remain in full force and effect, and the parties will replace the

Attachment A
Administrative and Legal Requirements
Page 2 of 4

invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract(s).

8. Independent Contractor

Consultants will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of ESUHSD. None of the provisions of any resulting contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of any resulting contract. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. Consultants will be solely responsible for the acts and omissions of its officers, agents, employees, Consultants and subcontractors, if any. ESUHSD will be solely responsible for the acts and omissions of its officers, agents, employees, Consultants and subcontractors, if any. Consultants' personnel rendering services under any resulting contract will not have any of the rights or privileges of ESUHSD or State employees. Consultants and its agents, employees and subcontractors will not have any claim against the ESUHSD or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc.

Notwithstanding any reference to a managed care plan or system of care,
Consultants will act as an entity separate and apart from ESUHSD, and will be considered Independent Consultants for all purposes, including liability and litigation.

9. Non-Discrimination.

No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

10. Conflict of Interest.

Before executing a Contract with ESUHSD, the Consultant shall disclose to the ESUHSD the identities of any board member, officer, or employee of the ESUHSD, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.

11. Force Majeure.

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Contract(s) due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental acts including by not limited to failure or refusal to appropriate funds or failure of the Internet (not resulting from the actions or inactions of the consultant), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

Attachment A
Administrative and Legal Requirements
Page 3 of 4

12. Entire Contract.

The final Contract(s) that is negotiated based on the results of this RFP shall supersedes all previous Contracts and representations of, between or on behalf of both parties with respect to its subject. The Contract(s) shall contain all of consultant and ESUHSD warranties, understandings, terms, conditions, covenants and representations. Neither the consultant nor ESUHSD will be liable for any Contracts, warranties, understandings, terms, conditions, covenants or representations not expressly set forth or referenced in the Contract(s). Any additional provisions in purchase orders, invoices or similar documents will be unenforceable.

13. Notices.

Any notice under the Contract(s) must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address supplied by the consultant and to the address designated for receipt of notices, or as may be provided by both parties.

14. Non-Collusion.

By submitting a proposal the consultant hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of the License Contract, and that the consultant firm has received from ESUHSD no incentive or special payments, or considerations not related to the provision of products and services described in the License Contract.

15. Payment Terms.

ESUHSD shall pay the consultant, the fees specified in the Contract(s) within thirty (30) days from the date of invoice.

16. Cost of Bid Preparation

ESUHSD will not pay any costs incurred in bid preparation, presentation, demonstration or negotiation, and does not commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Consultant.

17. Confidential and Proprietary Information

All materials received in response to this Request for Qualifications/Proposal may be made available to the public. If any part of a consultant's proposal is proprietary or confidential, the consultant must so identify and so state. ESUHSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

Consultant understands and agrees that Consultant may have access to private or confidential information which may be owned or controlled by the ESUHSD and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the ESUHSD, its employees or students.

Attachment A
Administrative and Legal Requirements
Page 4 of 4

Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Consultant to civil liability and/or subject the ESUHSD to a loss of State and/or Federal funding. Consequently, Consultant agrees that all information disclosed by the ESUHSD to the Consultant, including all Pupil Records (as that term is defined in California Education Code Section 49076) shall be held in confidence and used only in performance of the Contract. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Except as otherwise provided, all data provided to Consultant and its subcontractors and/or agents is confidential. Consultant shall become familiar with the State of California privacy laws, including HIPPA, and comply with HIPPA and all other laws pertaining to confidentiality of student information as they apply to the Consultant's performance of the work under Contract that is issued as a result of this RFQ. Consultant and the ESUHSD shall enter into a HIPAA Confidentiality Contract concurrent with the signing of a resulting Contract.

Consultant shall retain records relating to services provided under this agreement in accordance with the ESUHSD's legal obligations to retain records as set forth in 5 CCR section 16020 *et seq.*

18. Tobacco and Drug-Free Workplace Policy.

The District and the District's projects are "tobacco" and "drug free" workplaces and, as such , require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on District property or a project site.

Exhibit 1
Consultant Information/Signature Page
Page 1 of 2

The Consultant shall furnish the following information. Failure to comply with this requirement will render the proposal incomplete and may cause its rejection. Please fill out the un-shaded sections in the form below. Also, additional sheets may be attached if necessary. "You" or "your" as used herein refers to the consultant's firm and any of its officers, directors, shareholders, parties and principals.

Consultant Information/Signature Page		
Firm Name		
Firm Address		
Firm Telephone		
Firm Fax Number		
Firm Email		
Type of Firm (Mark an 'X' for the appropriate one)	Individual	
	Partnership	
	Corporation	
	Joint Venture	
Firm's Tax Identification Number		
Primary Contact Name		
Primary Contact's Telephone		
Primary Contact's Email		
Are you currently or within the past five (5) years been involved in litigation with any public agency particularly any school district? (Please answer Yes or No)		
If Yes, explain, and provide case name and number:		
Have you ever failed to complete a project in the last three years? (Please answer Yes or No)		
If yes, give owner and details:		

Exhibit 1
Consultant Information/Signature Page
Page 2 of 2

Consultant's Representations

Consultant understands, agrees, and warrants:

1. That Consultant has carefully read and fully understands the information that was provided by ESUHSD to serve as the basis for submission of this proposal.
2. That Consultant has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of Consultant's knowledge.
4. That Consultant did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Consultant in regard to the amount, terms, or conditions of this proposal.
5. That Consultant did not receive unauthorized information from: Any ESUHSD staff member or Consultant during the Proposal period except as provided for in the Request for Qualifications package, addenda thereto, or the pre-proposal conference, if applicable.
6. That by submission of this proposal, the Consultant acknowledges that ESUHSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Consultant and Consultant hereby grants ESUHSD permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
7. That funding for any resulting contract is contingent on adequacy and availability.
8. To comply with ESUHSD's insurance provisions, to provide appropriate indemnification for ESUHSD and to hold ESUHSD harmless from Consultant's performance of the contract.

Consultant's Signature

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

_____
Print Name

_____
Print Title

Corporate Seal If applicable

_____
Signature Date

Exhibit 2
List of References
Page 1 of 2

References – provide at least four (4) educational client references for which your proposed lead person and project team have performed similar program management services. Include school district names, addresses, contact name(s), phone/fax numbers, and project names.

Reference # 1	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
School District Name	
School District Address	
Project Name/Description	

Reference # 2	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
School District Name	
School District Address	
Project Name/Description	

Exhibit 2
List of References
Page 2 of 2

Reference # 3	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
School District Name	
School District Address	
Project Name/Description	

Reference # 4	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
Organization Name	
Organization Address	
Project Name/Description	

EXHIBIT 3
CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the East Side Union High School District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

_____
PRINT OR TYPE FIRM'S NAME

_____
PRINT OR TYPE NAME AND TITLE OF PERSON SIGNING

_____
SIGNATURE DATE

CONFLICT OF INTEREST STATEMENT
East Side Union High School District
(Consultants)
Exhibit 4

[This form must be filled out, signed, dated and submitted by all persons seeking to serve as a consultant to the District]

Board Policy 3600 of the East Side Union High School District provides in part:

"Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment."

The Superintendent has determined that all persons seeking to serve as a consultant to the District shall fill out truthfully, sign, date and submit this Conflict of Interest Statement prior to performing any consultant work or services for the District.

I, _____ [NAME OF CONSULTANT], hereby certify the following:

1. I am not an employee of the District.

2. Within the past year I have not been a member of the District Board of Trustees of the District.

3. Neither I nor any member of my immediate family (includes parent, spouse, domestic partner, or child) or member or resident of my household is a member of the District's Citizens Bond Oversight Committee for the District's Measure G or Measure E bond programs.

4. Within the past year I have not provided or made, and will not provide or make, any promise of any gift[1] of any kind (money, meals, goods, services, entertainment tickets, etc.), in-kind services, commission, or fully or partially expense-paid trips to any District Board Member or District employee whose responsibilities include the selection of District consultants or the evaluation, supervision or oversight of District consultants (a "**Responsible Employee**"), except:

_____

[1] "Gifts" do not include promotional or advertising items such as calendars, desk pads, notebooks and other office items valued less than $25.00 and which are of the type usually offered by business concerns free of charge to all as part of their public relations programs.

_____

_____.

5. I do not employ or retain, and will not employ or retain, any current District **Responsible Employee** as a consultant, independent contractor or employee during the term of my consultancy agreement with the District.

6. I am authorized to make, and do make, this certification on behalf of _____ [CONSULTANT].

The foregoing certifications are true and correct. I make this certification under penalty of perjury under the laws of the State of California.

Signature of Consultant

_____

Signature Date

_____

Exhibit A

EAST SIDE HIGH SCHOOL DISTRICT
Silicon Valley

Board Meeting of May 18, 2017
Item 9.03

2017 ESUHSD
Facilities Master Plan Update

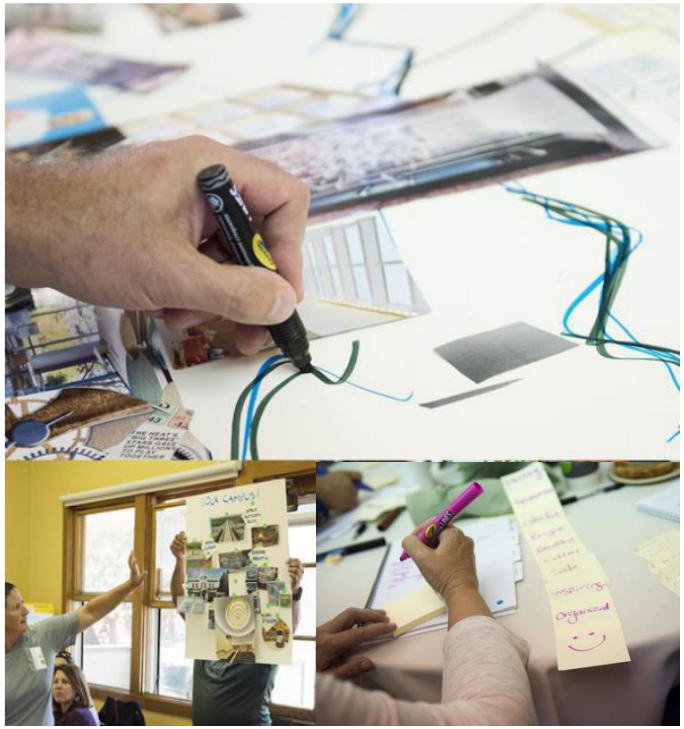
The Master Plan Update Cycle

aedis architects

Board of Trustees Meeting May 18, 2017

DISTRICT-WIDE FACILITIES MASTER PLAN UPDATE

Spring 2017



1. Process Timeline
2. Process Approach
3. Tier One – Infrastructure
4. Tier Two – Building Modernization
5. Tier Three – The High School Experience
   a. 10 Statements
   b. 10 Design Guidelines
6. Synergy Projects
7. Project Implementation Process
8. Q & A

EAST SIDE HIGH SCHOOL DISTRICT Silicon Valley

aedis architects

Process Timeline

2017 Facilities Master Plan Update Process Timeline

Category	Tier	Master Planning Task	Summer 2016	Fall 2016		Spring 2017	
			Research			Outcomes	Reporting
District Campus Analysis *Infrastructure*	1	*Analyze District's Assessments and Conditions: 17 documents*				*Infrastructure Condition Estimated Costs*	*Report Generation*
		Create Database of Existing Facilities					
Building Modernization	2	*Conduct Site Visits*				*Campus Score Estimated Costs*	
		Analyze Building Modernization History at 12 Campuses					
Stakeholder Engagement *Redesign the High School Experience*	3	*ESUHSD Stakeholder Engagement*		***September 2016:*** *Strategic Facilities Visioning Workshop*		*Campus Score, Design Guidelines, Aspirational Planning, and Estimated Costs*	*Superintendent's Council Coordination*
		School Site Council Engagement			***Oct-Dec 2016:*** *School Site Council Meetings*		*Board Study Session*

Process Approach

OVERVIEW

The Master Plan Update prepared by the Aedis Architects and collaborators and adopted by the Board of Trustees in 2017, documents the process and findings of robust stakeholder engagement and campus facilities analysis that establishes recommendations for ongoing and future development. Each new building and site improvement project when coupled [illegible] mic programs will deliver on the [illegible] the ESUHS[illegible] Core Values (see ap[illegible] the high[illegible] ff, student and f[illegible] the u[illegible]

The [illegible] lities Mas[illegible] fran[illegible] jects such [illegible] reco[illegible] placement [illegible] an ef[illegible] t meets the [illegible] distric[illegible] er plan update [illegible] that can [illegible] nd the individual sc[illegible] imp[illegible] mentat[illegible] n the current bond cycle and [illegible] approach, results of campus analysis, and design guidelines all [illegible] strate the [illegible] t's commitment to constituent engag[illegible] t and [illegible] aboration.

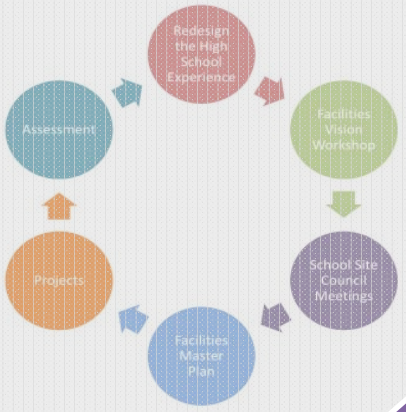
The findings a[illegible] mendations contained in this plan a[illegible] ssed in three tiers of [illegible]

- Tier One: Infrastructure
- Tier Tw[illegible] nization
- Tie[illegible] xperience

[illegible] ACH To d[illegible] endations t[illegible] prima[illegible] owing proces[illegible]

- Colle[illegible] ding analysis docum[illegible] visits to [illegible] Union High Schools
- Collected data from the stakeholders of all the East Side High Union High Schools

Section 5: District Campus Analysis references collected data from the 18 existing planning documents provided by the ESUHSD, and the individual comprehensive campus site visit to each of the 11



The Master Plan Update Cycle

District Campus Analysis

Stakeholder Engagement

Tier One + Tier Two + Tier Three = Analysis & Recommendations

2017 ESUHSD Facilities Master Plan Update

KEY: EXCELLENT = Repair or Replace in 17+ years GOOD = Repair or Replace in 13-16 years FAIR = Repair or Replace in 5-12 years POOR = Repair or Replace in 0-4 years	CONDITION						
	EXCELLENT	GOOD	FAIR	POOR	NITS	ATED R UNIT	MATED COST EXTENDED (2017)
Tier One							
Building Infrastructure							
Roofing			x				
Roofing		x					
Roofing	x						
HVAC Replacement			x				
Miscellaneous Buildings & Grounds *		x					
Campus Painting			x		224,20		J
ADA Transition		x		x	**		35,309
Subtotal							**$16,269,26**
Hardscape and Turf							
Tennis Courts			x		37,200	$19.00	$706,800
AC Play Area			x		45,200	$10.00	$452,000
Parking Lots			x		188,500	$12.00	$2,262,000
Pedestrian Walkways			x		195,300	$8.00	$1,562,400
Grass Turf			x		399,000	$6.00	$2,394,000
Artificial Turf Replacement				x	**		$1,823,000
Subtotal							**$7,377,200**
Site Utilities							
Drainage Repair		x			1,650,000	$0.86	$1,419,000
Sanitary Sewer		x			615,000	$2.25	$1,383,750
Site Domestic Water Distribution		x			615,000	$0.86	$528,900
Site Fire Protection Distribution	x				615,000	$1.20	$738,000
Irrigation Repair / Sprinklers	x				1,650,000	$0.75	$1,237,500
Irrigation Supply / Pump	x				1	$25,000.00	$25,000
Site Gas Distribution	x				615,000	$0.10	$61,500
Main Switch Board		x			1	$225,000.00	$225,000
PG&E Transformer		x			1	$25,000.00	$25,000
Parking Lot Lighting		x			188,500	$4.00	$754,000
Subtotal							**$6,397,650**

Tier One

Infrastructure

GOAL:

Health, Life-Safety, Code Compliance

PRIORITIZED:

District-Wide Based Upon Condition Assessments

INCLUDES:

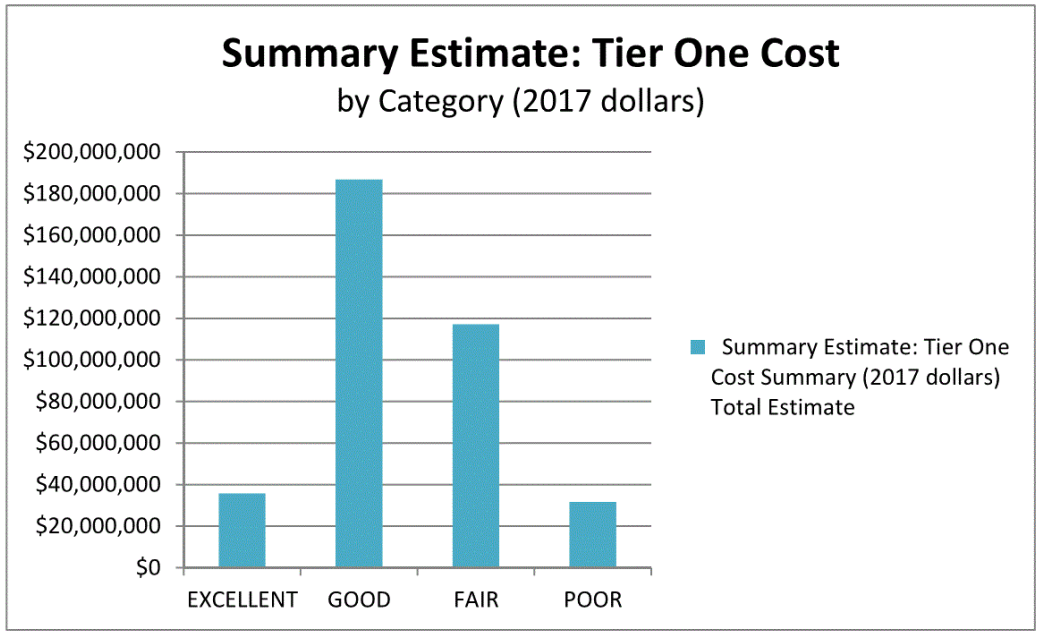
Building Infrastructure (roofing HVAC, ADA, etc.)
Hardscape and Turf
Site Utilities

Tier One

Summary Estimate: Tier One Cost Summary (2017 dollars)	
Category	**Total Estimate**
EXCELLENT	$35,744,320
GOOD	$186,842,280
FAIR	$117,163,816
POOR	$31,649,010

Tier One Analysis Key:

EXCELLENT: Repair or Replace in 17+ Years
GOOD: Repair or Replace in 13-16 Years
FAIR: Repair or Replace 5-12 Years
POOR: Repair or Replace 0-4 Years



Tier One

Renewal and Replacement Schedules in years, for Major Facility Components:

Site Utilities	40
Exterior Wall Systems	25
Exterior Windows	30
Exterior Painting	10
Roof Systems	20
Interior Floor Finishes	15
Plumbing Piping	30
Plumbing Fixtures	30
Fire Protection/Suppression	30
HVAC Distribution	40
HVAC Equipment	30
HVAC Controls	20
Electrical Service/Transformer	40
Electrical Distribution	50
Site Hardscape Improvements	25
Synthetic Turf Field	12
Tennis Courts Resurfacing	10
Tennis Court Replacement	40

Ongoing District-wide Prioritized Infrastructure

Predictive infrastructure renewal and replacement

- Preservation through a cyclical process of inspections based on a renewal-replacement schedule

Corrective infrastructure renewal and replacement

- Planned replacement of worn portions – based on inspections

Restoration responsibility

- Preservation work that requires immediate action

Tier Two: Building Modernization Assessment

	Building	Building Age	Bldg Area (sf)	Cost ($275/sf)					
1	Bld 100 (Admin)		7,270	$1,999,140	4	--	--	--	--
2	Bld 1000 (Multipurpose)		24,835	$6,829,653	4	--	--	--	--
3	Bld 1000 CR North								
4	Bld 200 (2)								
5	Bld 300 (3)								
6	Bld 400(4)								
7	Bld 500(5)								
8	Bld 600 (6)	2014							
9	Bld 700 (7)	2014							
10	Bld 800 (8)	2014							
11	Bld 900 (9)	2017							
12	Bld Gym (11 Phys Ed)	1999							
13	Bld Kitchen	1977							
14	Bld 1100 (Shop)	1993							
15	Bld Theater (MP Bld)	2004							
16	RR	1993							
	Percentage of Buildings untouched >25 yrs	6%							

Tier Two

Building Assessment

GOAL:

No Building Left Behind

PRIORITIZED:

Campus by Campus Based Upon Date Last Modernized

INCLUDES:

All Buildings

Tier Two

TIER TWO: Building Modernization Assessment and Summary Estimate Cost Summary (2017 dollars)				
Campus	Score	% of Bldgs Untouched > 25 yrs	Cost Estimate Bldgs < 2.0	Cost Estimate Bldgs < 3.0
AH	2.1	6%	$1,436,188	$40,617,995
EV	3.0	0%	$0	$51,588,625
FH	2.6	21%	$3,392,070	$1,740,833
IH	2.3	15%	$11,221,210	$69,862,733
JL	3.1	0%	$0	$19,376,335
MP	3.1	6%	$441,925	$16,355,570
OG	1.8	42%	$20,188,218	$32,979,705
PH	1.6	50%	$19,771,235	$35,884,118
ST	1.6	35%	$23,268,465	$17,304,100
SC	1.7	50%	$19,181,003	$22,893,750
WO	2.6	31%	$23,704,038	$7,478,790
YB	3.1	8%	$5,116,100	$15,652,120

Tier Two Analysis Key:

4 Points	Last Major Renovation 0-8 years ago
3 Points	Last Major Renovation 9-16 years ago
2 Points	Last Major Renovation 17-24 years ago
1 Point	Last Major Renovation 25-32 years ago
0 Points	Last Major Renovation 33+ years

Tier Three

The Ideal ESU High School Experience was defined by the district stakeholders in the Facilities Visioning Workshop.

The master planning team took the data from that workshop and distilled it into these 10 Statements.

10 Statements

	1	Our school campus is welcoming with a clear identity.
	2	Our school campus is beautiful.
	3	Our school campus feels safe and supportive to everyone.
	4	Our school campus is connected to nature.
	5	Our school campus supports overall health and well-being.
	6	Our school campus is inspiring and rejuvenating.
	7	Our school campus is flexible and adaptable to change.
	8	Our school campus supports positive social interaction.
	9	Our school campus has a diverse array of open/protected/collaborative areas.
	10	Our school campus is eco-friendly.

Tier Three

The master planning team translated the 10 Statements into 10 Design Guidelines for practical application on each campus.

10 Design Guidelines

1	**Estuary**	Primary & Secondary Entry
2	**River**	Main Exterior Pathway
3	**Tributaries**	Secondary Pathways
4	**The Source**	Focal Point
5	**Meadow**	Main Quadrangle
6	**Glens**	Smaller Gathering Areas
7	**Signs of Life**	Food, Nature, Art
8	**Eco-Friendly**	Efficient, Healthy
9	**Prospect, Refuge & Mystery**	Views, Safe Havens, Explore
10	**Built to Last**	Durability, Flexibility, Adaptapbility

Estuary
Main Entry

River:
Main Pathway

Tributaries:
Secondary Pathways

Meadow
Main Quad

Source
Focal Point

Glens
Small Gathering

Signs of Life

Eco-Friendly

Prospect, Refuge & Mystery

Built to Last

Tier Three		
Shared Public Areas		**Cost Estimate (2017)**
Primary and Secondary Pathways		1,299,455
Meadow/Source (Quad) Modernization		1,193,742
Small Gathering Areas		
Secondary Entries (2)		
Primary Entry		

Opportunity Projects	
Opportunity Project: new Cafes in Commons	
Opportunity Project: New Two-Story Classroom and Music Building	
Opportunity Project: Demolish old restrooms and reconstruct restroom buildings in four locations	
Opportunity Project: Modernize and enlarge classrooms on Quad	
Program Modifications*	

* Educational program related projects from 2014 Unfunded List

Tier Three

The High School Experience

GOAL:

The Ideal East Side Union High School Experience as defined by district stakeholders.

PRIORITIZED:

Campus by Campus based upon percent compliance with 6 Physical Attributes

INCLUDES:

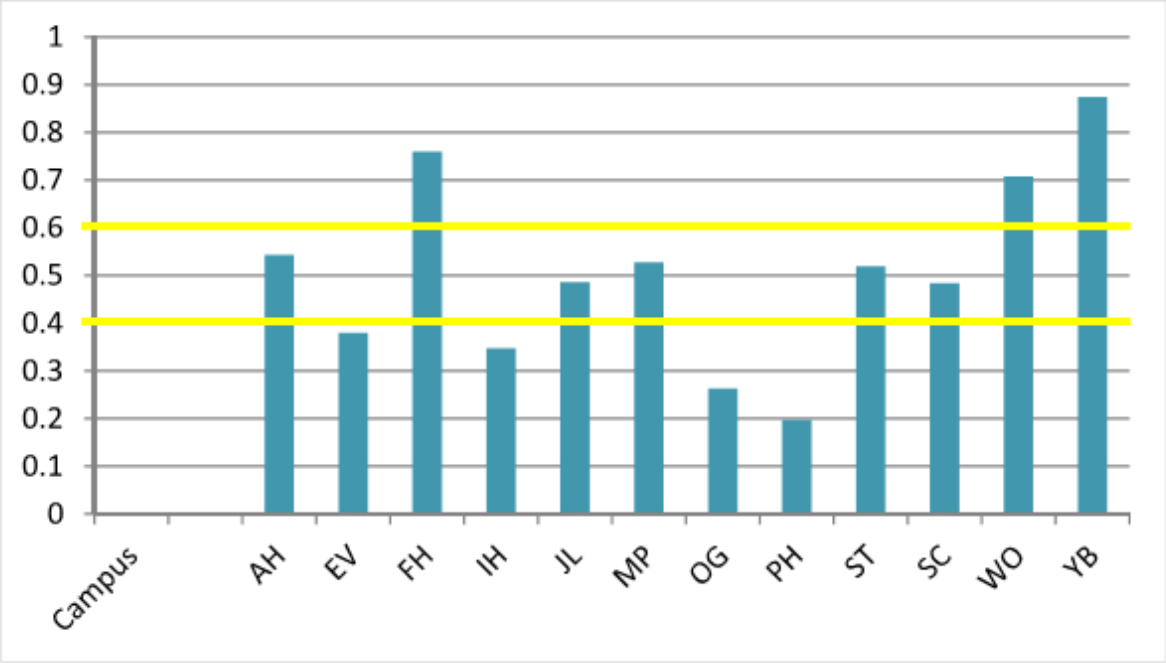
Campus by Campus Recommendations

Tier Three

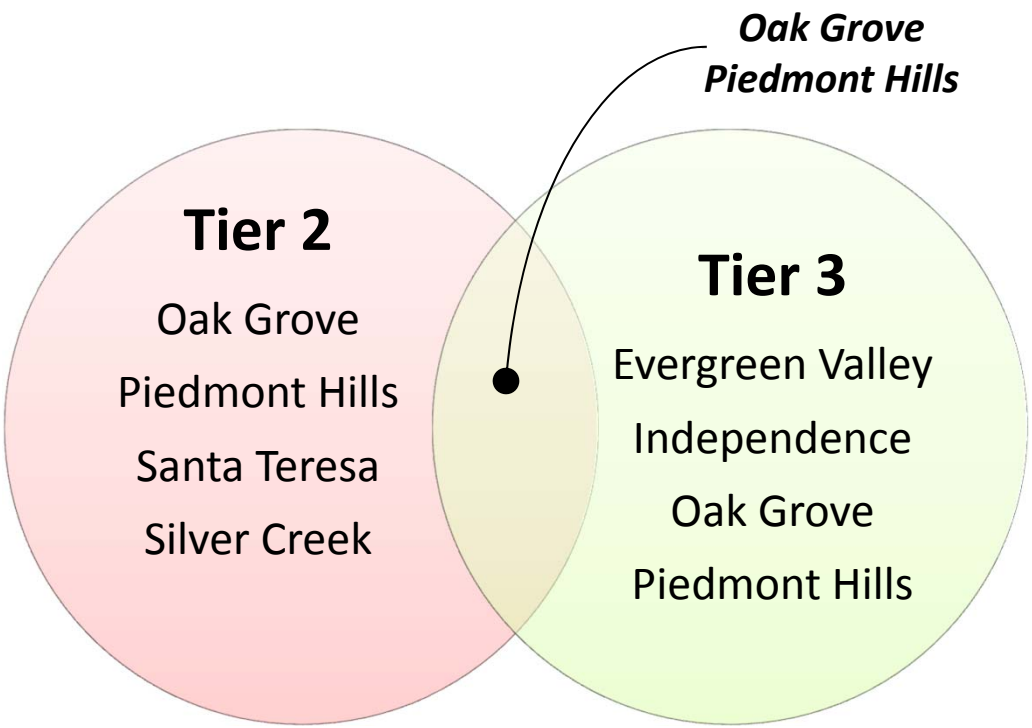
Tier Three Analysis:

Percent Compliance with the 6 Physical Attributes of the Design Guidelines

Campus	Percent Compliance
AH	54%
EV	38%
FH	76%
IH	35%
JL	49%
MP	53%
OG	26%
PH	20%
ST	52%
SC	48%
WO	71%
YB	88%



Comprehensive Schools Scoring
In The Bottom of Tier 2 & Tier 3



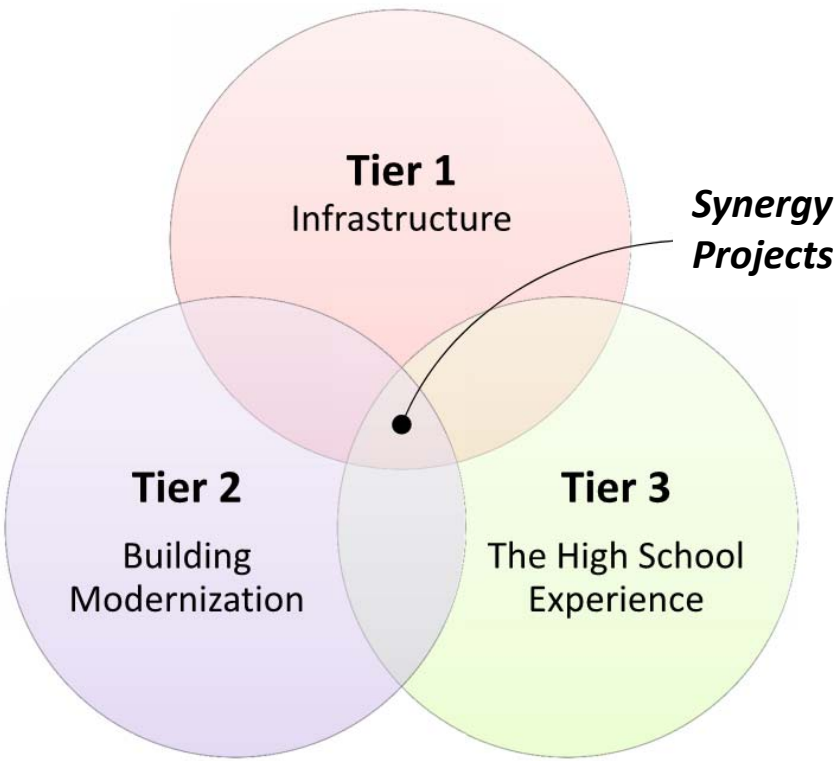
Three campuses have an overall Tier Two score below a 2.0:

- Oak Grove
- Piedmont Hills
- Santa Teresa
- Silver Creek

Four campuses have an overall Tier Three compliance percentage below 40% :

- Evergreen Valley
- Independence
- Oak Grove
- Piedmont Hills

Synergy Projects



Synergy Projects are those that contain elements from all three tiers and significantly improve the ESUHSD student experience.

For example:

- During site improvement upgrades create small gathering spaces along secondary pathways.
- During roofing repair and replacement add skylights and insulation.
- During modernization projects add access to art and nature.

Project Implementation Process

STEP 1
School Site Meetings

All School Site Councils (SSC)

Go through process equally

STEP 2
Synergy Project Proposals

Identify and Present Projects in order received

First-come-first-served basis

STEP 3
Review and Approval

School Site Council

Superintendent's Council

Board of Trustees

STEP 4
Project Implementation

STEP 5
Post Project Assessment

Project Implementation Process

Summer 2017

Meet with School Sites Administration Leadership

Fall 2018

SSC #1:
Kick-off Meeting with School Site Councils

SSC #2:
Present Synergy Project Options

SSC #3:
Finalize Projects to Proceed to Facilities Review

Spring 2018

Facilities and Superintendent's Council Review

Projects Submitted to Board of Trustees for Approval

Measure Z Review

			2017 1st Series Distribution
Infrastructure			
	Exterior Painting	$2,580,000	
	ADA Walkway	$6,250,000	
	Site Hardscape	$8,164,000	
	Syn. Turf Field	$11,506,000	
	Electrical Service	$2,500,000	
			$31 M
Alternative Ed	Post Senior North		$4. 5 M
School Site Planning	Comprehensive & Continuation Sites		$25.9 M
Board Discretionary			$4.1 M
Overhead			$6.5 M
		TOTAL	$72 M

Overall Site Funding

	Site	Final Distribution of Site Funds Per Campus
COMPREHENSIVE & CONTINUATION HS		
1	Andrew Hill	$23,943,152
2	Evergreen Valley	$23,578,429
3	Foothill	$4,401,762
4	Independence	$30,801,569
5	James Lick	$17,580,884
6	Mt. Pleasant	$18,444,202
7	Oak Grove	$19,558,631
8	Piedmont Hills	$19,358,453
9	Santa Teresa	$19,205,677
10	Silver Creek	$24,346,681
11	W.C. Overfelt	$7,145,273
12	Yerba Buena	$23,472,370
	TOTAL:	$231,837,083

Measure Z Review

Infrastructure		2017 1st Series Distribution
	Exterior Painting Andrew Hill, Evergreen Valley, Independence, Yerba Buena	$2,580,000
	ADA Walkway Andrew Hill, Independence, Yerba Buena	$6,250,000
	Site Hardscape Andrew Hill, Santa Teresa, Yerba Buena	$8,164,000
	Syn. Turf Field Andrew Hill, Foothill, James Lick, Oak Grove, Piedmont Hills, Santa Teresa, Yerba Buena	$11,506,000
	Electrical Service Independence	$2,500,000
	TOTAL	$31 M

Board of Trustees Meeting
2017 ESUHSD Facilities Master Plan Update

Exhibit B

COMPLETE TEXT OF MEASURE Z

To upgrade/construct science, technology and engineering classrooms; remove hazardous materials from school grounds; upgrade fire/security systems; and replace deteriorating roofs at Andrew Hill, Calero, Evergreen Valley, Foothill, Independence, James Lick, Mt. Pleasant, Oak Grove, Piedmont Hills, Santa Teresa, Silver Creek, Yerba Buena, W.C. Overfelt, alternative, adult and district charter schools, shall East Side Union High School District issue $510 million of bonds with independent citizen oversight, interest rates below legal limits, and no funds for administrators' salaries?

Bonds—Yes Bonds—No

BOND AUTHORIZATION

By approval of this measure by at least 55 percent of the registered voters voting on the measure, the District will be authorized to issue and sell bonds of up to $510,000,000 in aggregated principal at interest rates not in excess of the legal limit and to provide financing for the specific school facilities projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

The Bonds may be issued under the provisions of the California Education Code (starting at Section 15100), under the provisions of the California Government Code (starting at Section 53506), or under any other provision of law authorizing the issuance of general obligation bonds by school districts. The Bonds may be issued in series by the District from time to time, and each series of Bonds shall mature within the legal limitations set forth in the applicable law under which the Bonds are issued.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIIIA, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The Board of Trustees of the District (the "Board of Trustees") has identified detailed facilities needs of the District and has determined which projects to finance from a local bond at this time. The Board of Trustees has certified that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

Independent Citizens' Oversight Committee. The Board of Trustees shall establish an Independent Citizens' Oversight Committee under Education Code Section 15278 and following to ensure that bond proceeds are expended only on the school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the Board of Trustees.

Performance Audits. The Board of Trustees shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

COMPLETE TEXT OF MEASURE Z-Continued

Financial Audits. The Board of Trustees shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Santa Clara County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of Trustees of the District not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), those being for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended to modernize, replace, renovate, acquire, install, equip, furnish, and otherwise improve educational and support facilities within the District. Projects which are described below include all related and incidental costs, including their share of the costs of the election and bond issuance and costs of design, engineering, architect and other professional services, inspections, site preparation, utilities, and other planning, legal, accounting and similar costs, independent annual financial and performance audits, a customary contingency, and other costs incidental to and necessary for completion of the listed projects.

Bond proceeds may also be expended to acquire equipment in any classroom or other educational facility. The District may alter the scope and nature of any of the specific projects that are described below as required by conditions that arise over time.

Whenever specific items are included in the following list, they are presented to provide examples and are not intended to limit the generality of the broader description of authorized projects. The order in which particular projects are listed is not intended to indicate priority for funding or completion.

COMPLETE TEXT OF MEASURE Z-Continued

Andrew Hill High–Built in 1956

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical/Low Voltage & Lighting, Domestic Water Systems, Natural Gas Systems)
- New Classroom and Theater Construction
- Safety and Security Upgrades
- New/Modernization of Restrooms
- Gymnasium Building Modernization
- New/Modernization of Learning Commons and Food Service Facilities
- Lighting Improvements
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements
- New/Modernization of Student Services/Administration Building

Evergreen Valley High–Built in 2001

- Athletic Facilities and Field Building Improvements
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Safety and Security Upgrades
- Roofing Modernization
- New/Modernization of Classroom and Theater Building
- New/Modernization of Cougar Hall and Food Service Facilities
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Athletic Facilities and Field Building Improvements

Overfelt Adult Center–Built in 2012

- Site/Building Related Improvements
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- New/Modernization of Classrooms
- Safety and Security Upgrades
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Parking Lot Improvements

Piedmont Hills High–Built in 1965

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Landscape, Storm Water Systems & Irrigation Improvements

COMPLETE TEXT OF MEASURE Z-Continued

- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Safety and Security Upgrades
- New/Modernization of Restrooms
- New/Modernization of Learning Commons and Food Service Facilities
- Athletic Facilities and Field Building Improvements
- Parking Lot Improvements
- New/Modernization of Student Services/Administration Building

Foothill High–Built in 1972

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Safety and Security Upgrades
- New/Modernization of Restrooms
- Lighting Improvements
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities Improvements
- New/Modernization of Student Services/Administration Building

Independence High–Built in 1976

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Safety and Security Upgrades
- New/Modernization of Restrooms
- Gymnasium Building Modernization
- New/Modernization of Learning Commons and Food Service Facilities
- Lighting Improvements
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements

Independence Adult Center–Built in 1988

- Site/Building Related Improvements
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- New/Modernization of Classrooms
- Safety and Security Upgrades
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements

COMPLETE TEXT OF MEASURE Z-Continued

- Improve Disabled Access

Santa Teresa High–Built in 1974

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- New/Modernization of Student Services/Library/Administration Building
- Safety and Security Upgrades
- New/Modernization of Restrooms
- Gymnasium Building Modernization
- New/Modernization of Learning Commons and Food Service Facilities
- Lighting Improvements
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements

Silver Creek High–Built in 1969

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Safety and Security Upgrades
- Gymnasium Building Modernization
- New/Modernization of Learning Commons and Food Service Facilities
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements
- New/Modernization of Student Services/Administration Building

Yerba Buena High–Built in 1971

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- New/Modernization of Theater Building
- Safety and Security Upgrades
- New/Modernization of Restrooms
- Gymnasium Building Modernization
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements

COMPLETE TEXT OF MEASURE Z-Continued

James Lick High–Built in 1950

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- New Classroom and Theater Construction
- Safety and Security Upgrades
- New/Modernization of Restrooms
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements

Mt. Pleasant High–Built in 1965

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Safety and Security Upgrades
- New/Modernization of Food Service Facilities
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements
- New/Modernization of Student Services/Administration Building

Oak Grove High–Built in 1967

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Safety and Security Upgrades
- New/Modernization of Restrooms
- Gymnasium Building Modernization
- New/Modernization of Learning Commons and Food Service Facilities
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements

W.C. Overfelt High–Built in 1962

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)

COMPLETE TEXT OF MEASURE Z-Continued

- Safety and Security Upgrades
- New/Modernization of Restrooms
- New/Modernization of Multi-purpose Building
- Gymnasium Building Modernization
- New/Modernization of Learning Commons and Food Service Facilities
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities and Field Building Improvements

Alternative Education Centers

- New/Modernization of Classrooms, Career Technical Education and Science Labs
- Roofing Modernization
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Construct a Facility for a Post Senior Special Education School in the North End of the District
- Expand the Existing SBN Sites to Accommodate Additional Students, Specifically Apollo, Phoenix, and Pegasus
- Safety and Security Upgrades
- Construct a Facility to House a Community Day School
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access
- Athletic Facilities Improvements
- New/Modernization of Student Services Building

District Wide Facilities Services

- New/Relocation of District Transportation Yard
- New/Relocation of Instructional Programs to Education Center
- Construct/Modernize Joint Use Facilities with other Local Public Agencies
- Upgrades to Building Infrastructure Systems (HVAC, Mechanical, Electrical & Lighting, Domestic Water Systems, Natural Gas Systems)
- Upgrade, Maintain, Equip, and/or Replace Outdated Instructional Facilities, Support Services, and Sites to Meet Demands of Changing Workforce
- Alterative Education/Charter School Shared Use Facilities; Including auxiliary spaces, Labs, Food Service, Gymnasiums, Athletic Facilities, and Field Building Improvements
- Landscape, Storm Water Systems & Irrigation Improvements
- Sidewalk & Streetscape Improvements
- Improve Disabled Access

TAX RATE STATEMENT

An election will be held in East Side Union High School District (the "District") on November 8, 2016 to authorize the sale of $510,000,000 in general obligation bonds. The following information is submitted in compliance with Sections 9400-9404 of the California Elections Code.

1. The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is $.03 per $100 ($30.00 per $100,000) of assessed valuation in fiscal year 2017-18.

2. The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is $.03 per $100 ($30.00 per $100,000) of assessed valuation in fiscal year 2033-34.

3. The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is $.03 per $100 ($30.00 per $100,000) of assessed valuation.

4. The best estimate of the average tax rate required to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is $.02990 per $100 ($29.90 per $100,000) of assessed valuation.

5. The best estimate of the total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold is $608,530,000.

These estimates are based on projections derived from information obtained from official sources. The actual tax rates and the years in which they will apply may vary depending on the timing of bond sales, the amount of bonds sold at each sale and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the needs of the District. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined in the assessment and the equalization process.

Dated: July 27, 2016

/s/ Karen Poon
Director of Finance
East Side Union High School District

Exhibit X

AGREEMENT
FOR
PROGRAM MANAGEMENT SERVICES
FOR THE CAPITAL IMPROVEMENT PROGRAM
(BOND MEASURES G, E, I, & Z)
SCHOOL FACILITIES BOND PROGRAM

BETWEEN

EAST SIDE UNION HIGH SCHOOL DISTRICT

AND

January 01, 2018

Exhibit X

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Exhibit X

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement for Program Management Services ("AGREEMENT") is made and entered into effective this Day/Month/Year by and between the EAST SIDE UNION HIGH SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT"), and XXXXXXXXXX a California corporation (hereinafter referred to as "PROGRAM MANAGER").

WHEREAS, District operates eleven comprehensive high schools and other educational facilities at locations throughout the City of San Jose and County of Santa Clara;

WHEREAS, (i) in March 2002, voters approved Measure "G", a $298 million bond measure to repair, build and equip facilities at East Side schools, (ii) in February 2008, voters approved Measure "E", a $349 million school facilities bond measure for the continued improvement of District schools and facilities, (iii) in November 2012, voters approved Measure "I", a $120 million bond measure to continue the improvement of school facilities at District schools, and (iv) in November 2016, voters approved Measure "Z", a $509,165,000 school facilities improvement bond measure;

WHEREAS, the DISTRICT has previously entered into agreements for program management services for the DISTRICT'S Measures G, E and I bond and capital facilities program;

WHEREAS, DISTRICT desires to obtain and continue program management services for the construction, modernization, and reconstruction of school and District facilities (hereinafter referred to as, "PROJECT" or "PROJECTS") in accordance with the DISTRICT's Measure G, Measure E, and Measure I bond programs and desires to retain program management services as described herein in connection with the District's Measure Z General Obligation School Facilities Bond Program (hereinafter referred to individually respectively as the "MEASURE G PROGRAM", "MEASURE E PROGRAM", "MEASURE I PROGRAM" and "MEASURE Z PROGRAM, and collectively as the "PROGRAM");

WHEREAS, on or about August 21, 2017, the District issued its RFQ/P-01-17-18 for Program Management Services for the Capital Improvement Program (Measures G, E, I, & Z) (hereinafter "RFQ/P-01-17-18") and Consultant submitted a response to RFQ/P-01-17-18and a proposal to provide such services; and

WHEREAS, PROGRAM MANAGER represents that it is fully qualified to provide program management services described herein; and

WHEREAS, due to the fact that the DISTRICT anticipates applying for all eligible State funding in the future, but since neither the DISTRICT nor the PROGRAM MANAGER can assess the exact amount of State funding the DISTRICT will receive and when it will become available, the total PROGRAM budget may vary based on certain factors including, but not limited to, the following:

a. The DISTRICT not receiving any additional State funding;
b. The DISTRICT receiving additional eligible funding including, but not limited to matching State funds, hardship funds, energy management funds and others;

c. The DISTRICT Board approving the use of funds from future DISTRICT Bond funds or other funding sources not currently identified at this time; and

WHEREAS, DISTRICT and PROGRAM MANAGER desire to enter into this AGREEMENT to provide a framework for PROGRAM MANAGER to provide DISTRICT with professional program management services to ensure the successful completion of the PROGRAM and to ensure that all actions and measures needed to be taken in connection with the PROGRAM and all PROJECTS are appropriately defined and implemented in accordance with all applicable laws, rules, regulations and proceedings without unnecessarily burdening the DISTRICT or DISTRICT staff, or unnecessarily duplicating efforts already undertaken or to be performed by others, and without requiring the DISTRICT to retain unnecessary or overlapping consultants.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

PROGRAM MANAGER'S SERVICES AND RESPONSIBILITIES

1. Standard of Care. The PROGRAM MANAGER's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the services described herein (also referred to herein as the “Work”). The PROGRAM MANAGER represents that in performing the Work as defined herein it will follow the standards of care and performance of its profession in a manner consistent with the standard of care in California applicable to those who specialize in providing services of the type, scope and complexity of a program manager for a similar building and modernization program as undertaken by DISTRICT in its PROGRAM.

   The PROGRAM MANAGER shall perform and complete, within the time frame agreed to between the PROGRAM MANAGER and the DISTRICT, the program management services for the PROGRAM and the PROJECTS covered by this AGREEMENT (also referred to as the "Work”). The PROGRAM MANAGER shall coordinate and monitor and oversee all phases of the PROGRAM and, as described herein, each PROJECT including the Programming, Planning & Schematic Design Phase (Article IV herein), the Design Development Phase (Article V herein), the Construction Document Phase (Article VI herein), Construction & Value Engineering Review (Article VII herein), the Bidding and Award Phase (Article VIII herein), the Construction Administration Phase (Article IX herein), and the Closeout Phase (Article X herein) including but not limited to the Office of Public School Construction (“OPSC”) Close-Out, and Division of State Architect (“DSA”) Close-Out for all PROJECTS in coordination with the DISTRICT and its construction managers.

   Scope of Services. The DISTRICT and PROGRAM MANAGER have endeavored to delineate the scope of the services to be provided and Work to be performed by Program in this AGREEMENT. PROGRAM MANAGER shall be required to provide any services, whether or not specifically listed in this AGREEMENT, that are within the reasonable scope of Work to be performed as described herein and that are within the scope of PROGRAM MANAGER’S field of professional practice and that are reasonably

inferable by the DISTRICT as being necessary, or that would be customarily furnished by other providers of professional services of the type and nature provided for in this AGREEMENT. Program management services include but are not limited to preparation, coordination and implementation (after approval of the Board of Trustees) of the DISTRICT'S Measure-Z PROGRAM and management, oversight, and coordination of all of the DISTRICT'S consultants, including architects, construction managers, contractors, subcontractors, vendors, and suppliers of work or services rendered, in connection with, and in the performance of, the delivery of the PROGRAM and the PROJECTS and such additional services as may hereafter be agreed by the DISTRICT and PROGRAM MANAGER.

Authority of the PROGRAM MANAGER. PROGRAM MANAGER'S authority to act on behalf of the DISTRICT is limited to its scope of authority set forth in this AGREEMENT. Notwithstanding anything else stated in this AGREEMENT or any contract documents relating to any PROJECT or any past practice, PROGRAM MANAGER does not have the express or implied authority to obligate the DISTRICT to any expenditure of money or extension of contractual time periods, including without limitation, any adjustment to the price or time of performance of any contract between the DISTRICT and its contractors, consultants or architects and other design consultants. Without limiting the generality of the foregoing, the PROGRAM MANAGER shall not take action with respect to the following matters, under any DISTRICT contract, unless and until it receives written evidence of the DISTRICT'S determination with respect to same, which determination: (i) shall be made in the DISTRICT'S sole discretion and (ii) shall be made by the DISTRICT without any assumption by the DISTRICT of any responsibility for planning, design and construction of the PROGRAM or any PROJECT:

- Change orders.
- Form and substance of payment and performance bonds.
- Commencement of Construction.
- Determination of Unavoidable Delay.
- Acceptance of the work, or applications for payment.
- Substitution of subcontractors.
- Stop work orders; or
- Termination or amendment of applicable agreement or any portion of the work or settlement or ratification of outstanding liabilities and claims with respect to same.

2. Schedules. As set forth in more detail in Article III, Section 6 herein, the PROGRAM MANAGER shall submit for the DISTRICT's approval a schedule for the performance of the PROGRAM MANAGER's services. As the PROGRAM proceeds, the schedule may be adjusted by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECTS. The time limits established by this schedule shall not be exceeded except for events beyond the control of the PROGRAM MANAGER. PROGRAM MANAGER shall not be responsible for any third party delays (except to the extent such delays result, in whole or in part, from the acts or omissions of PROGRAM MANAGER) and will be entitled to appropriate schedule extensions for said delays.

3. Right to Self-Perform. The DISTRICT reserves the right to bring any service(s) currently performed by PROGRAM MANAGER in-house at the DISTRICT's sole discretion, subject to the provision of 60 days notice by the DISTRICT, without penalty or further compensation to PROGRAM MANAGER.

4. Commencement of Performance. The services and Work covered by this AGREEMENT shall commence immediately following execution of this AGREEMENT and submission of adequate proof of insurance required hereunder

5. Disclosures. PROGRAM MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PROGRAM MANAGER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, or promised to pay any company or person, other than a bona fide employee working solely for the PROGRAM MANAGER, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DISTRICT shall have the right to terminate 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.

6. Conflicts of Interest. PROGRAM MANAGER represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by PROGRAM MANAGER. PROGRAM MANAGER, for itself and its principals and affiliates (including but not limited to any firm or entity in which one or more of PROGRAM MANAGER's principals may own an interest), warrants and agrees that it 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 or the PROGRAM: design professional, construction management, Inspector of Record ("IOR") or Test/Inspection or other inspection or testing services. If PROGRAM MANAGER identifies or recommends any potential design professionals, construction managers, inspectors or test or inspection services of any kind in connection with PROJECT or the PROGRAM, then PROGRAM MANAGER shall affirmatively represent and warrant to the DISTRICT that neither the PROGRAM MANAGER any person who holds any equity interest in PROGRAM MANAGER's organization is a former or current holder of any equity interest in the firm identified and that neither the PROGRAM MANAGER nor any holder of any equity interest in the PRORGAM MANAGER's organization has any current or prospective financial interest in the firm identified or in any contract for engagement of services by such firm with the DISTRICT. The DISTRICT reserves the right in its sole discretion to waive this requirement on a case-by-case basis by action of the DISTRICT's governing board.

ARTICLE II

GENERAL SCOPE OF PROGRAM MANAGEMENT SERVICES

1. The PROGRAM MANAGER's services consist of those described in this AGREEMENT, and includes program management services, as well as PROGRAM MANAGER's coordination with the architect or engineer employed directly by DISTRICT or DISTRICT'S designated PROGRAM master architect (IF ANY) ("DISTRICT ARCHITECT") on PROJECTS as directed by the District.

2. The PROGRAM MANAGER's services also consist of coordinating and monitoring the work of architects and engineers retained by DISTRICT on each PROJECT (hereinafter, "PROJECT ARCHITECTS") whose services may include, but not be limited to, preparation of Schematic Design Documents, DSA Approved Construction Documents including necessary documents and studies as required by the State Allocation Board (“SAB”), OPSC, California Department of Education (“CDE”), Department of Toxic Substances Control (“DTSC”), utility company energy studies and documents for rebates and other funding, and other local, state and federal agencies to assist the DISTRICT in receiving maximum local, state and federal funding allocations for school. The PROGRAM MANAGER’S work is limited to coordinating the ARCHITECTS and ENGINEERS hired by the DISTRICT; however, the PROGRAM MANAGER is not involved in or responsible for the actual plans, drawings and technical project design or engineering.

3. The PROGRAM MANAGER shall coordinate and monitor the work of the construction managers (hereinafter, "CONSTRUCTION MANAGERS") whose services include construction administration of assigned PROJECTS.

4. PROGRAM MANAGER shall coordinate with the DISTRICT ARCHITECT, PROJECT ARCHITECTS, and CONSTRUCTION MANAGERS who shall prepare all documentation required to make points of connection to existing utility services provided by the public utilities and to qualify the DISTRICT for all utility rebates and funding including, but not limited to, energy rebates and optimal selection of utility rates and services.

5. The PROGRAM MANAGER shall coordinate and monitor the work of the PROJECT ARCHITECTS, and CONSTRUCTION MANAGERS who will assist the DISTRICT in determining the capacity of existing utilities or for design or documentation required to make points of connection to existing utility services required for the PROJECTS.

6. The PROGRAM MANAGER, in coordination with the DISTRICT ARCHITECT, shall provide a written preliminary evaluation of the DISTRICT's PROJECTS, schedules and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECTS, as may be requested by the DISTRICT.

7. During all phases of the PROGRAM, the PROGRAM MANAGER, subject to the direction of the DISTRICT, shall coordinate and monitor all meetings between the PROGRAM MANAGER, PROJECT ARCHITECTS, other consultants of the DISTRICT, and the DISTRICT's representative(s).

8. The PROGRAM MANAGER shall work with assigned DISTRICT staff to maintain and continually update the DISTRICT’s Guidelines including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings.

9. The PROGRAM MANAGER in conjunction with the CONSTRUCTION MANAGER shall monitor the PROJECT ARCHITECTS so that pursuant to CFR 40, Code of Federal Regulations Section 763.99(a)(7), no asbestos-containing material is specified as a building material in the construction documents for the PROJECTS, and will monitor the PROJECT ARCHITECTS to direct that contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials.

10. The PROGRAM MANAGER shall prepare for and make formal presentations to the Governing Board of DISTRICT and to the DISTRICT'S bond oversight committee, and shall attend public hearings and other public meetings as requested by the DISTRICT.

11. The schedule for completing programming, full design, construction documents, SAB applications, CDE applications, DTSC applications, DSA approvals, and other agency approvals is important and each step in the process shall be clearly defined by the PROGRAM MANAGER in coordination with the CONSTRUCTION MANAGER and PROJECT ARCHITECTS and shall be approved by the DISTRICT.

12. The duties, responsibilities and limitations of authority of the PROGRAM MANAGER shall be and remain under the review and direction of the DISTRICT.

13. The PROGRAM MANAGER shall comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the PROGRAM and the PROJECTS, and shall maintain all necessary records and files to assist the DISTRICT in complying with all annual and other PROGRAM and PROJECT audits including but not limited to audits by the OPSC, SAB or CDE.

14. The PROGRAM MANAGER shall have access to the PROJECT sites at all times. The PROGRAM MANAGER shall comply with the security and safety regulations for access to PROJECT sites when school is in session.

ARTICLE III

DETAILED SCOPE OF PROGRAM MANAGEMENT SERVICES

1. The PROGRAM MANAGER represents that it has the capabilities and skills in construction observation, construction and program budgeting, bid evaluation, project scheduling, claims review and negotiation, project design review and evaluation, and general management and administration of construction projects and that it possesses the equipment and resources necessary to provide such services. The PROGRAM MANAGER covenants to provide its professional skill and judgment in furthering the interests of the DISTRICT in the management of the design and construction of the PROJECTS. PROGRAM MANAGER agrees to furnish its services and to perform in a manner consistent with the standard of care for the profession and the interests of the DISTRICT.

2. The PROGRAM MANAGER shall provide sufficient home office organization and support, personnel and management to carry out the requirements of this AGREEMENT in an expeditious and economical manner consistent with the interests of the DISTRICT and consistent with a professional level of services necessary to complete the work of the PROGRAM. DISTRICT agrees to provide an office facility, phone, access to a computer, and fax at a DISTRICT's administrative office. To the extent DISTRICT cannot provide such accommodation they shall be a reimbursable expense under ARTICLE XXIV. Subject to the fingerprinting and background check requirements set forth in Article XXV herein, PROGRAM MANAGER will designate the representative or representatives, subject to approval by the DISTRICT, for carrying out the services at DISTRICT PROJECT sites.

3. In providing program management services described in this AGREEMENT, the PROGRAM MANAGER shall maintain a working relationship with the DISTRICT STAFF, DISTRICT ARCHITECT, PROJECT ARCHITECTS, CONSTRUCTION MANAGERS, Contractors and other services provided on behalf of the DISTRICT such as professional engineers, consultants, and required state inspectors. However, subject to PROGRAM MANAGER'S work as described in this AGREEMENT and except as otherwise provided in Article XXIII (Indemnification) herein, nothing in this AGREEMENT shall be construed to mean that the PROGRAM MANAGER assumes any responsibility to perform duties or assume any liability for the DISTRICT ARCHITECT, PROJECT ARCHITECTS, CONSTRUCTION MANAGERS or Contractors as may be set forth in any agreement between the DISTRICT and any such party relating to a PROJECT.

4. The PROGRAM MANAGER shall prepare for DISTRICT approval, maintain and timely update the PROGRAM implementation plan that addresses and includes all of the DISTRICT's PROJECTS ("Program Implementation Plan"). The Program Implementation Plan shall be updated with the full participation of the DISTRICT, DISTRICT ARCHITECT, and other relevant team members. The Program Implementation Plan updates shall include but not limited to the DISTRICT's schedule, cost and design requirements for the PROJECTS, cash flow, community outreach efforts, interim housing needs and other relevant elements affecting the PROJECTS and the PROGRAM.

5. The PROGRAM MANAGER may develop various alternatives for the sequencing and management of the PROJECTS, make recommendations to the DISTRICT and secure approval of PROGRAM strategies from the DISTRICT, DISTRICT ARCHITECT and other relevant team members prior to finalizing the Program Implementation Plan. The Program Implementation Plan shall also incorporate a PROGRAM schedule and a PROGRAM budget as further described below and shall be presented to the DISTRICT for review and acceptance.

6. In conjunction with the Program Implementation Plan, the PROGRAM MANAGER will submit the PROGRAM schedule ("Program Schedule") of all phases for the PROGRAM and each PROJECT which will outline major tasks to be performed by the PROGRAM MANAGER, DISTRICT, PROJECT ARCHITECTS, and CONSTRUCTION MANAGERS, inspectors, special testing/inspection services and contractors. The Program Schedule shall be computer-based and made available to the DISTRICT in an electronic format on a quarterly basis or earlier as requested by the DISTRICT. It is understood that the Program Schedule will be periodically updated during the course of the PROGRAM. The PROGRAM MANAGER shall submit all revisions to the Program Schedule to the DISTRICT for review and acceptance before inclusion or incorporation into the Program Implementation Plan.

7. The PROGRAM MANAGER shall maintain and timely update the PROGRAM budget ("Program Budget") based on information provided by the DISTRICT on all of the work required for the PROGRAM and information developed by the PROGRAM MANAGER as required by this AGREEMENT. The PROGRAM MANAGER shall review the Program Budget with the DISTRICT and shall submit the Program Budget to the DISTRICT for review and acceptance by DISTRICT'S BOARD OF TRUSTEES. The Program Budget shall be revised as directed by the DISTRICT before inclusion or incorporation into the Program Implementation Plan.

8. The PROGRAM MANAGER shall maintain and timely update the Program Implementation Plan, Program Schedule and Program Budget for the DISTRICT's review and acceptance. In the Program Implementation Plan, Program Schedule and Program Budget, the PROGRAM MANAGER shall coordinate and integrate the PROGRAM MANAGER's own program management services, the DISTRICT's responsibilities, the DISTRICT ARCHITECT's services, the PROJECT ARCHITECT's services, and the CONSTRUCTION MANAGERS' services with anticipated construction schedules, highlighting critical path and long-lead-time items.

9. The PROGRAM MANAGER shall prepare periodic summaries and reports of PROGRAM and PROJECT expenditures for DISTRICT review, and will prepare reconciliations of expenditures with DISTRICT'S financial accounting systems information. In performing these activities PROGRAM MANAGER shall use standard accounting methods to tabulate, compile and verify accuracy of all expenditures associated with the PROGRAM and each individual PROJECT based on the information provided by DISTRICT.

10. The PROGRAM MANAGER agrees to deliver to the DISTRICT a written report not less than once each month, which shall set forth, in reasonable detail, a summary of the PROGRAM status, a schedule of performance of the PROGRAM MANAGER's services hereunder during such period including the status of all PROGRAM MANAGER's responsibilities and obligations, and any other information DISTRICT reasonably requests. The PROGRAM MANAGER shall attend meetings, in addition to PROGRAM MANAGER's office responsibilities, with the DISTRICT not less than once per month to discuss and present a written report on the status of all of the PROGRAM MANAGER's responsibilities and obligations, as well as to recommend any course of conduct for the PROGRAM. These monthly reports will further include the status of all ongoing services. More specifically, the structure and content of these reports shall be determined and delivered in coordination with the District and may include the following information during the identified phases of the PROJECTS:

    <u>Pre-Design Phase</u>
    - Coordinate all scheduling constraints and Cash flow analyses and requirements
    - Excess capacity
    - Site access
    - Construction duration
    - Minimize educational impact
    - Recognize prior construction history
    - Recognize and document State funding time constraints
    - Evaluate local and regional construction and consultant resources
    - Vertical and horizontal work packaging
    - Minimize interim housing needs
    - Develop bidding strategies
    - Coordinate with PROJECT ARCHITECT and CONSTRUCTION MANAGERS

Design Phase and Bid/Award Phase:

- Design Schedules
- Master Critical Path Method Schedules
- Program Implementation Plan Review
- Program Budget Costs Review
- Program Schedule Review

Construction Phase:

- Review of PROJECT schedules and recommended revisions
- Budget analysis
- Change orders status
- Claims status
- Cash flow requirements
- Master Critical Path Method schedules
- Construction phase schedules (cost loading, manpower loadings etc.)
- Recovery schedules (manpower loading and sequencing of activities for delays)

Close-out Phase:

- Manual and Warranties
- Spare Parts
- Project Files
- Project As-Built Drawings

11. The PROGRAM MANAGER shall consult with the DISTRICT, DISTRICT ARCHITECT, PROJECT ARCHITECTS, and CONSTRUCTION MANAGERS regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules as more fully discussed in Article VII.

12. The PROGRAM MANAGER shall provide recommendations and information to the DISTRICT, DISTRICT ARCHITECT, PROJECT ARCHITECTS, and CONSTRUCTION MANAGERS regarding the assignment of responsibilities for temporary PROJECT facilities and equipment, materials and services for common use of the Contractors. The PROGRAM MANAGER shall verify that such requirements and assignment of responsibilities are included in the proposed Construction Documents.

13. The PROGRAM MANAGER shall provide reports for various DISTRICT and public purposes, as may be directed by the DISTRICT.

14. The PROGRAM MANAGER shall advise on the division of the phasing of PROJECTS as directed by the DISTRICT.

ARTICLE IV

PROGRAMMING, PLANNING AND SCHEMATIC DESIGN PHASE

1. Upon DISTRICT's request, the PROGRAM MANAGER, in consultation with the DISTRICT ARCHITECT and all consultants, as necessary, that comprise the full design team (for example, structural, mechanical, electrical engineers, etc.), shall visit all of the PROJECTS to generally assess the existing conditions at each school. During the visits, the PROGRAM MANAGER, in conjunction with the DISTRICT ARCHITECT and its design team, shall evaluate the DISTRICT's current master plan for the PROGRAM and

recommend any changes, and evaluate the potential for funding, grants or reimbursement from the State. Upon completion of all site visits, the PROGRAM MANAGER, in conjunction with the DISTRICT ARCHITECT and its design team, shall prepare a general assessment report for the DISTRICT's review and use.

2. The PROGRAM MANAGER shall schedule and coordinate the tasks of this phase in accordance with the Program Implementation Plan, Program Schedule and Program Budget.

3. The PROGRAM MANAGER shall coordinate and monitor all work in conjunction with the CONSTRUCTION MANAGER and PROJECT ARCHITECT during the Programming, Planning and Schematic Design Phase to keep the PROJECTS within the budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT. The PROGRAM MANAGER shall coordinate and monitor in conjunction with the CONSTRUCTION MANAGER the work of the PROJECT ARCHITECTS during the Schematic Phase to keep the PROJECTS within the budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

4. The PROGRAM MANAGER, with the assistance of the CONSTRUCTION MANAGER and PROJECT ARCHITECT, shall provide a written estimate of the projected Probable Construction Costs for each PROJECT, in conformance with Article XV and Article XVI, and shall advise the DISTRICT in writing of any adjustment to the estimate of Probable Construction Costs, and modify the Program Implementation Plan, Program Budget and Program Schedule as required, after consultation with the DISTRICT.

5. The PROGRAM MANAGER will maintain and timely update procedures to facilitate and expedite communications among the DISTRICT, PROGRAM MANAGER, DISTRICT ARCHITECT, PROJECT ARCHITECTS, CONSTRUCTION MANAGERS, Contractors and Test/Inspection Services relating to the submittal, review, and response to documents provided to the PROGRAM MANAGER including correspondence, memoranda, Requests for Information/Requests for Clarification, Field Bulletins/Field Clarifications, DISTRICT or Architect Field Directives, Submittals, Change Order Requests/Proposal Requests/Change Estimate Requests, Change Orders and similar items.

6. The PROGRAM MANAGER shall coordinate and monitor in conjunction with the CONSTRUCTION MANAGER the work of the PROJECT ARCHITECTS to prepare a Construction Schedule for each PROJECT which coordinates with the Program Schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, and the occupancy requirements of the DISTRICT. Notwithstanding the foregoing, the PROJECT ARCHITECTS shall bear primary responsibility for providing the current construction schedule for each set of construction documents.

7. The PROGRAM MANAGER shall assist the DISTRICT in conducting orientation sessions during which the PROJECT ARCHITECTS and CONSTRUCTION MANAGERS shall receive information regarding the PROJECTS, schedules, costs, administrative and other parameters and requirements for the PROJECTS.

ARTICLE V

DESIGN DEVELOPMENT PHASES

1. The PROGRAM MANAGER shall coordinate and monitor in conjunction with the CONSTRUCTION MANAGER the work of the PROJECT ARCHITECTS during the Design Development Phase to keep the PROJECTS within the budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

2. The PROGRAM MANAGER, in conjunction with the CONSTRUCTION MANAGER, shall assist the PROJECT ARCHITECTS in preparing Design Development Documents for review and approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the designs for the PROJECTS, and shall outline specifications to fix and illustrate the size, character and quality of the PROJECTS as to the PROGRAM requirements, landscape, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate.

3. The PROGRAM MANAGER shall coordinate and monitor in conjunction with the CONSTRUCTION MANAGERS the work of the PROJECT ARCHITECTS to support the PROJECT ARCHITECTS in the preparation of a written estimate of Construction Costs for their respective PROJECTS, and shall advise the DISTRICT in writing of any adjustments to the estimate of Construction Costs, and modify the Program Implementation Plan, Program Budget and Program Schedule as required, after consultation with the DISTRICT.

ARTICLE VI

CONSTRUCTION DOCUMENT PHASE

1. The PROGRAM MANAGER shall coordinate and monitor in conjunction with the CONSTRUCTION MANAGERS the work of the PROJECT ARCHITECTS during the Construction Document Phase to keep the PROJECTS within the budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

2. The PROGRAM MANAGER, PROJECT ARCHITECTS and CONSTRUCTION MANAGERS shall schedule and coordinate all tasks of this Phase in accordance with the Program Implementation Plan, Program Budget and Program Schedule, which shall be revised and kept current as necessary.

3. The PROGRAM MANAGER shall coordinate and monitor the work of the PROJECT ARCHITECTS so that the PROJECT ARCHITECTS prepare a written estimate of Construction Costs for their respective PROJECTS, and shall advise the DISTRICT in writing of any adjustments to the estimate of Construction Costs, and modify the Program Implementation Plan, Program Budget and Program Schedule as required, after consultation with the DISTRICT.

4. The PROGRAM MANAGER shall review the PROJECT ARCHITECTS' Probable Construction Cost estimates, detailed cost estimates and quantity analysis and breakdowns to confirm that the Total Construction Costs do not exceed the Program Budget allowances.

5. The PROGRAM MANAGER shall immediately notify the DISTRICT in writing of any adjustments in the previous estimates of the Construction Costs for the PROGRAM or any PROJECT arising from market fluctuations or approved changes in scope or requirements.

6. If the estimated Construction Cost exceeds the approved Program Budget for any PROJECT, the PROGRAM MANAGER shall coordinate and monitor in conjunction with the CONSTRUCTION MANAGERS the work of the PROJECT ARCHITECTS so that the PROJECT ARCHITECTS make necessary design revisions, at no cost to the DISTRICT, to comply with the approved Program Budget and Program Implementation Plan set by the DISTRICT, unless otherwise modified by written authorization of the DISTRICT.

ARTICLE VII

CONSTRUCTABILITY AND VALUE ENGINEERING REVIEW

The PROGRAM MANAGER shall coordinate and monitor the Constructability and Value Engineering Review of the construction documentsby the PROJECT ARCHITECTS and CONSTRUCTION MANAGERS for the PROJECTS (or such other persons retained by the DISTRICT to provide such services) to ensure the PROJECTS are within the budget and scope constraints set by the DISTRICT. The purpose and objective of the Constructability and Value Engineering Review is to provide input to the DISTRICT, the PROJECT ARCHITECTS and CONSTRUCTION MANAGERS relative to sequencing of construction (critical path phase), means and methods, and duration of construction for various building methods and constructability. The intent of such reviews is to minimize gaps, overlaps and omissions, and provide information to the PROJECT ARCHITECTS in an effort to greatly reduce issues that might otherwise result in additional cost or delay during the course of construction. All modifications to PROJECT budgets and schedules must have written authorization by the DISTRICT.

The PROGRAM MANAGER shall coordinate with the DISTRICT to ensure that the CONSTRUCTION MANAGERS and PROJECT ARCHITECTS perform a Constructability Review and Value Engineering Review at 90% completion of Construction Documents using an acceptable checklist review technique approved by the DISTRICT.

ARTICLE VIII

BIDDING AND AWARD PHASE

1. The PROGRAM MANAGER shall coordinate and monitor in conjunction with the CONSTRUCTION MANAGERS the work of the PROJECT ARCHITECTS and DISTRICT during the Bidding and Award Phase to keep the PROJECTS within the scheduling, budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

2. The PROGRAM MANAGER shall assist the DISTRICT in developing and coordinating lists of possible bidders for each PROJECT for approval by the DISTRICT, including but not limited to the verifying, validating and maintaining the pre-qualification of bidders' process.

3. The PROGRAM MANAGER shall generate bidding interest in the PROJECTS through marketing and outreach efforts including but not limited to local and disabled veteran-owned business enterprise ("DVBE") participation goals in accordance with the California Education Code and other applicable laws and regulations.

4. The PROGRAM MANAGER shall assist the DISTRICT in preparing and placing notices and advertisements to solicit bids for the PROJECTS. The DISTRICT shall pay for all bid-related printing and advertising costs.

5. The PROGRAM MANAGER in conjunction with the CONSTRUCTION MANAGERS, shall assist the DISTRICT in preparing all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the contracts for construction, including but not limited to review of all specifications to ensure they require the Contractor to provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, electronic data equipment and hardware of all types, and other systems installed by the Contractors.

6. The PROGRAM MANAGER, in conjunction with the CONSTRUCTION MANAGERS, shall review and monitor compliance of the PROJECT ARCHITECTS to provide lists of DISTRICT's specific inventory materials to be provided at the end of the PROJECTS by the Contractors such as extra furnace/heating filters, lighting fixture lamps, floor tiles, ceiling tiles, interior paint, exterior paint, etc.

7. The PROGRAM MANAGER, in conjunction with the CONSTRUCTION MANAGERS, shall maintain and timely update procedures to provide prompt answers to bidders' questions and requests for information.

8. The PROGRAM MANGER shall assist the CONSTRUCTION MANAGERS as needed in conducting pre-bid conferences. These conferences shall be forums for the DISTRICT, PROGRAM MANAGER, PROJECT ARCHITECTS and CONSTRUCTION MANAGERS to explain the PROJECT requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the DISTRICT's administrative requirements, technical and other information.

9. The PROGRAM MANAGER shall assist the DISTRICT in conducting the bid opening and shall evaluate the bids for responsiveness and price. The PROGRAM MANAGER shall assist the CONSTRUCTION MANAGERS in making recommendations to the DISTRICT concerning the acceptance or rejection of bids.

10. The PROGRAM MANAGER, in conjunction with the CONSTRUCTION MANAGER and DISTRICT, shall develop and maintain procedures to facilitate and expedite Post-Bid Interviews within 72-hours from Bid opening.

11. The PROGRAM MANAGER, in conjunction with the CONSTRUCTION MANAGERS, shall schedule and coordinate all tasks of the Bidding and Award Phase in accordance

with the Program Implementation Plan, Program Schedule and Program Budget, which shall all be revised and kept current as necessary.

ARTICLE IX

CONSTRUCTION ADMINISTRATION PHASE

1. The PROGRAM MANAGER shall coordinate and monitor the work of the PROJECT ARCHITECTS and CONSTRUCTION MANAGERS during the Construction Administration Phase to keep the PROGRAM and the PROJECTS within the budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

2. If at any time during the Agreement, the PROGRAM MANAGER believes or reasonably has reason to believe that there are possible errors or omissions or other lapses in the planning or performance of the Work by any person or entity involved in the performance of the Work, the PROGRAM MANAGER shall notify the Director of Construction, Maintenance & Facilities in writing of such errors or omission verbally followed by written notification within 72-hours.

3. The PROGRAM MANAGER shall adjust and update, at least monthly, the Program Schedule and shall make copies available to the DISTRICT Representatives immediately upon request. Recommendations for such adjustments to the Program Schedule shall be made to the DISTRICT, and upon the DISTRICT's approval, shall be incorporated by the PROGRAM MANAGER in the Program Schedule.

4. The PROGRAM MANAGER shall coordinate, assist and monitor the District's Labor Compliance to maintain and timely update procedures to ensure compliance with the Labor Compliance Program to the extent required by law, as requested by and coordinated with the DISTRICT.

ARTICLE X

CLOSE-OUT PHASE

1. Close-Out Phase.

   - The PROGRAM MANAGER shall develop guidelines, policies and procedures for occupancy and closeout of all PROJECTS and shall coordinate and monitor the work of the PROJECT ARCHITECTS and CONSTRUCTION MANAGERS during the Close-Out Phase to ensure that necessary documents are provided to the DISTRICT at the end of the PROJECT in a timely manner. These documents include but are not limited to, manuals, warranties, project files from CONSTRUCTION MANAGERS, project as-built drawings, and spare parts.

2. DSA Closeout

   - The PROGRAM MANAGER shall coordinate and monitor the work of the PROJECT ARCHITECTS, CONSTRUCTION MANAGERS and construction contractors to ensure that all documents necessary to obtain project Closed with Certification status

from the Division of State Architect are promptly provided to the DISTRICT as required by the DISTRICT'S DSA Project Closeout checklist (Exhibit "B")

3. OPSC Closeout

- The PROGRAM MANAGER shall support the DISTRICT and DISTRICT'S OPSC Consultant, if any, in coordination with the DISTRICT, PROJECT ARCHITECTS, and CONSTRUCTION MANAGERS to ensure compliance with the Office of Public School Construction (OPSC) requirements for project closeout. PROGRAM MANAGER shall maintain project records pursuant to the OPSC closeout checklist, as defined in Exhibit "C", hereto.

ARTICLE XI

EMPLOYEES OF PROGRAM MANAGER; CONSULTANTS

1. The PROGRAM MANAGER will provide full-time professional program management services in accordance with this AGREEMENT. PROGRAM MANAGER acknowledges that it has been retained to perform the Work herein based, in part, on the skills and expertise of PROGRAM MANAGER's key persons. PROGRAM MANAGER agrees that the following key people in PROGRAM MANAGER'S firm shall be associated with the PROGRAM in the following positions and responsibilities:

   Principal in Charge: _____
   [List Position Title]: _____
   [List Position Title]: _____
   [List Position Title]: _____
   [List Position Title]: _____

   PROGRAM MANAGER shall not change any of the key personnel listed above without prior written approval by District, unless said personnel ceases to be employed by Program Manager. District shall be allowed to review and consider the qualifications of, and interview, any proposed replacement for any of the persons identified above.

2. Consultants retained by the PROGRAM MANAGER shall be licensed to practice in California, to the extent required by California law, and have relevant experience with California school design and construction. Unless otherwise approved by the DISTRICT in compliance with DISTRICT policies and regulations governing the retention of consultants for professional or other services, any consultant retained by PROGRAM MANAGER shall be at PROGRAM MANAGER'S sole cost and expense and not subject to reimbursement by DISTRICT. Nothing in this AGREEMENT shall create any contractual relationship between the DISTRICT and any consultant(s) retained by the PROGRAM MANAGER under the terms of this AGREEMENT.

3. The PROGRAM MANAGER shall submit, for written approval by the DISTRICT, the names and qualifications of any personnel proposed for the PROGRAM. If any employee of the PROGRAM MANAGER or representatives is not acceptable to the DISTRICT, then he or she shall be replaced with an acceptable person at the DISTRICT's request. The DISTRICT's request will be provided in writing, as a

confidential communication which shall not be disclosed by PROGRAM MANAGER, and the DISTRICT's acceptance or non-acceptance of an individual shall not be unreasonably withheld.

ARTICLE XII

ADDITIONAL SERVICES

1. Additional Services are defined, for the purpose of this AGREEMENT, as any service performed by the PROGRAM MANAGER at the request of the DISTRICT that is outside the scope of the PROGRAM and this AGREEMENT and which does not include Measures "G, E, I & Z" PROJECTS as approved by the DISTRICT's Board of Trustees".

2. Compensation for any additional services shall be negotiated and set forth in a supplemental agreement. Rates shall be in accordance with those established in Exhibit "D" hereto.

3. PROGRAM MANAGER's services shall not be required, and this contract shall not apply to, those PROJECTS where the DISTRICT enters into Design/Build, Joint Use, Lease/Leaseback (also known as a Lease under Ed. Code 17406), or real property purchase or exchange agreements as provided under California law. Should service be required, they will be negotiated and contracted for under a separate agreement in accordance with attachment "D" Additional Services.

ARTICLE XIII

RECORD RETENTION; AUDIT OF RECORDS

1. The PROGRAM MANAGER shall have primary responsibility for compiling, organizing, cataloguing and maintaining at the DISTRICT'S Education Center all PROGRAM and PROJECT and site related documentation including but not limited to all PROGRAM and PROJECT accounting records, pay applications, correspondence reports, assessments, evaluations, as-built drawings, site diagrams, civil surveys, underground surveys, utility assessments and locations, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosiveness and resistively tests, ground water corrosiveness test, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations, tests for hazardous materials or poor indoor air quality, mold, mildew, lead, soil, water pollution, mechanical, structural, chemical, or other laboratory and environmental tests, inspections, other reports as may be required by law, and documents required to be retained under this AGREEMENT, and the Construction Documents. Such documents shall be organized in sufficient detail to permit DISTRICT, DISTRICT'S auditors, OPSC or other governmental auditors and DISTRICT'S designees to thoroughly evaluate the nature and scope, cost and value of all expenditures, costs and expenses incurred in connection with the PROGRAM and any PROJECT. All of the work product of PORGRAM MANAGER, prepared or generated, in connection with this Agreement is the property of the DISTRICT. Upon request by the DISTRICT or its auditors, PROGRAM MANAGER shall gather and make available all work product completed or in progress at the time of such a request relating to any PROJECT and/or the PROGAM.

2. DISTRICT, DISTRICT'S auditors and their respective designee shall at all times have the right to examine and to audit any and all books and records concerning this AGREEMENT or services rendered or Work performed by the PROGRAM MANAGER or any subconsultant, including without limitation the time spent by personnel in the performance of services on the PROGRAM or any PROJECT. Such right to audit shall include inspection at all reasonable times at the PROGRAM MANAGER'S offices or facilities at the DISTRICT'S offices or other location where records are reasonably kept, which shall be within the County of Santa Clara. In addition, the PROGRAM MANAGER shall, at no cost or expense to the DISTRICT, cooperate fully with the audit. Upon request, the PROGRAM MANAGER shall provide reproducible copies of books, records and other documents that are applicable to this AGREEMENT for reproduction by the DISTRICT or DISTRICT'S designee.

3. The PROGRAM MANAGER shall maintain such records as required by the DISTRICT's Record Retention Checklist (Exhibit "E").

ARTICLE XIV

DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall be responsible for contracting for all testing services needed on any PROJECTS.

2. DISTRICT shall be responsible for approving all budgets and schedules. The PROGRAM MANAGER shall monitor and coordinate the testing services when such services are reasonably required by the scope of the PROJECTS.

3. The DISTRICT shall furnish all legal advice and services as may be required for the PROJECTS, specifically excluding any legal services arising from the errors, omissions and damages caused by the PROGRAM MANAGER, its employees, agents and/or representatives.

4. The DISTRICT shall designate a representative or representatives authorized to act on the DISTRICT's behalf with respect to the PROGRAM. The DISTRICT or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the PROGRAM MANAGER in order to avoid unreasonable delay in the orderly and sequential progress of the PROGRAM MANAGER.

5. The DISTRICT shall pay, to the extent required by law, all fees, costs or assessments imposed on the PROJECTS by the appropriate jurisdictions.

ARTICLE XV

TOTAL PROGRAM BUDGET AND CONSTRUCTION COST

1. The Total PROGRAM Budget is approximately TWO HUNDRED THIRTY-ONE MILLION TWO HUNDRED ONE THOUSAND SIXTY-FIVE DOLLARS ($231,201,065.00) for the Measures G, E, I & Z bond allocation for the PROGRAM. The current PROGRAM

Budget may be augmented, to the extent approved by the DISTRICT or its staff, by additional State funding or by additional funds approved by the Board, including the use of funds from past and/or future DISTRICT bond funds or other funding sources not currently identified at this time.

2. The Total Bond Program Construction Budget shall be the total cost to the DISTRICT of all elements of the PROJECTS designed or specified, with approval by DISTRICT, including alternates approved by the DISTRICT, but excluding items such as any payments to the PROGRAM MANAGER, PROJECT ARCHITECTS, CONSTRUCTION MANAGERS, the cost of the land, rights-of-way, financing, inspections, surveys, tests, or other soft costs that are accepted by the DISTRICT as its responsibility.

3. The Total Bond Program Construction Budget shall consider the estimate of construction costs at current market rates of labor (including prevailing wage to the extent required by law), materials, and equipment designed, specified, selected, or specially provided for by the PROJECT ARCHITECTS plus a reasonable allowance for the Contractors' overhead and profit.

4. The Total PROJECT Construction Cost estimate shall be the acceptable estimate of projection construction costs, if approved by DISTRICT.

5. All information and estimates, whether prepared under this Article or any other Article of this AGREEMENT, shall be considered proprietary and confidential for the purpose of developing the lowest cost available to the DISTRICT in completing the PROJECTS. Dissemination shall accordingly be limited to the DISTRICT and the DISTRICT's authorized representatives and maintained as confidential to the full extent allowed by law.

ARTICLE XVI

ESTIMATES OF THE TOTAL CONSTRUCTION COST

1. In addition to the Total Bond Program Budget, when the PROJECT requirements have been sufficiently identified, the PROGRAM MANAGER shall prepare a preliminary estimate of the Total Construction Cost. The term "Total Construction Cost" shall include, if such inclusion is approved by the DISTRICT, available and projected funds from all sources derived in addition to local funds. These estimates shall be based on current area, volume or similar conceptual estimating techniques. As the design progresses through the various phases of design as detailed earlier in this AGREEMENT, the PROGRAM MANAGER shall update and refine the preliminary estimate of the Total Construction Cost. If, at the conclusion of the Schematic Design Phase, such updated estimates are in excess of the DISTRICT approved Total Construction Cost estimate, the PROGRAM MANAGER shall, with the advice and consent of DISTRICT staff, direct the PROJECT ARCHITECTS, at no cost to the DISTRICT, to revise the size of their respective PROJECT scope and the type or quality of construction to come within the budgeted limit.

2. If, during the Design Development or Construction Document Phase, such updated estimates are in excess of the approved Total Construction Cost estimate, the PROGRAM MANAGER shall, with the advice and consent of DISTRICT, direct the CONSTRUCTION MANAGERS to work with the PROJECT ARCHITECTS to revise the

size of their respective PROJECT scope and the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT using value engineering techniques. The PROGRAM MANAGER's initial budget and scope limitations shall be realistic and submitted to the DISTRICT for written approval prior to formalization.

3. Evaluations of the DISTRICT's Program Budget for the PROJECTS, the preliminary estimates of the Total Construction Cost and updated estimates of the Total Construction Cost prepared by the PROGRAM MANAGER shall represent the PROGRAM MANAGER's judgment as a professional familiar with and having expertise in the construction industry. It is recognized, however, that neither the PROGRAM MANAGER nor the DISTRICT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the PROGRAM MANAGER cannot and does not warrant or represent that bids or negotiated prices will not vary from the DISTRICT's Program Budget for the PROJECTS or from any estimate of the Total Construction Cost or evaluation prepared or agreed to by the PROGRAM MANAGER.

4. In preparing estimates of the Total Construction Cost, the PROGRAM MANAGER shall be permitted to include contingencies for design, bidding and price escalation approved by DISTRICT staff; to make reasonable adjustments in the scope of the PROJECTS and to include in the Construction Documents alternate bids approved by DISTRICT staff as may be necessary to adjust the estimated Total Construction Cost to meet the DISTRICT's budget for the Total Construction Cost.

ARTICLE XVII

PROGRAM MANAGER'S FEE AND PERIOD OF PERFORMANCE

1. The PROGRAM MANAGER agrees to perform PROGRAM management services provided for by this AGREEMENT, and the DISTRICT agrees to pay the PROGRAM MANAGER for services described in this AGREEMENT, a fee (compensation) which in total shall not exceed XX percent (X%) of $231,201,065.00 PROGRAM budget through December 31, 2020 as authorized at any time by the DISTRICT’s Board of Trustees (currently $XXXXXXXX) whichever is less, and based on the hourly rate fee schedule attached as Exhibit D. Calculation of maximum allowable fees shall exclude real property acquisitions not involving PROGRAM MANAGER and shall not include costs and fees for services described in Article XII and reimbursable expenses in Article XXIV.

2. No deductions shall be made from the PROGRAM MANAGER's compensation on account-of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those which arise from the errors and omissions on the part of the PROGRAM MANAGER or as set forth in Article XVII.

3. The initial period of performance for this AGREEMENT shall be THREE (3) years commencing on January 01, 2018, and terminating on December 31, 2020. The DISTRICT, in its discretion, may elect to extend this AGREEMENT for two (2) additional one (1) year renewal options as the DISTRICT deems necessary based on performance and funding.

4. PROGRAM MANAGER Services shall not be required where the DISTRICT elects to complete projects through the Design/Build, the Lease/Leaseback, real property acquisitions, or the Joint Use delivery systems. Payment for any services rendered before designation of the foregoing delivery system shall be as set forth in Article III, Section 8.

ARTICLE XVIII

PAYMENTS TO THE PROGRAM MANAGER

1. Payments to the PROGRAM MANAGER for program management services provided shall be made monthly based on a time and materials basis as expenses are incurred, and must be supported by proper documentation in accordance with DISTRICT Policies. Time shall be compensated based on Exhibit "D" fee schedule unless otherwise agreed in writing by the parties. Materials shall be reimbursed only as set forth in Article XXIV. The PROGRAM MANAGER shall submit an application for payment and all necessary supporting documentation to the DISTRICT by the first day of the month. All invoices for fees for services performed shall include: (i) the name of PROGRAM MANAGER'S employee performing the activity or service; (ii) the date on which the activity or service was performed; (iii) a brief description of the service or activity performed; (iv) the amount of time spent in performing the service or activity (in 1/10th of an hour increments); (v) the employee's applicable billing rate and charge for such activity or service; and (vi) the PROJECT for which the service or activity was performed. Except as otherwise provided in this Article XVIII, the DISTRICT agrees to pay the PROGRAM MANAGER the undisputed invoiced amount within 30 calendar days from the date the invoice is approved by the DISTRICT.

2. If the DISTRICT reduces any invoice or application for payment submitted by the PROGRAM MANAGER, the DISTRICT shall, within not more than 30 days of the DISTRICT's receipt of the invoice or application for payment, inform the PROGRAM MANAGER, in writing, of the amount and reason for such reduction. Within not more than 30 days of receipt of such notice, the PROGRAM MANAGER shall prepare and submit, to the DISTRICT, any requested explanation or justification of the amounts in dispute. The DISTRICT shall, within not more than 10 days of receipt of the PROGRAM MANAGER's explanation or justification, either pay the disputed amount or provide the PROGRAM MANAGER with a written explanation of the DISTRICT's continuing objection. Payment by DISTRICT shall not waive, release or otherwise compromise DISTRICT'S right to subsequently challenge or dispute any invoice for services submitted for payment by PROGRAM MANAGER.

ARTICLE XIX

TERMINATION

1. Termination for Cause: This AGREEMENT may be terminated by either party upon sixty (60) days written notice to the other party in the event the PROGRAM MANAGER fails to satisfactorily perform or provide prompt, efficient or thorough service or PROGRAM MANAGER's failure to complete its services or otherwise comply with the terms of this AGREEMENT, or if the DISTRICT fails to substantially perform its duties in accordance

with the terms of this AGREEMENT. After the expiration of such sixty (60) days, the noticing party may issue a notice of termination.

2. Termination for Convenience: DISTRICT shall also have the right in its absolute discretion to terminate this AGREEMENT without cause effective sixty (60) days after written notice of termination from the DISTRICT to the PROGRAM MANAGER. Termination for Convenience shall include, but not be limited to, abandonment of all PROJECTS or suspension of all construction or all PROJECTS for more than ninety (90) consecutive days. In the event of termination, DISTRICT shall pay the following:

    a) Services rendered up to the date of notice of termination by PROGRAM MANAGER.
    b) Reimbursable expenses incurred as of the date of notice of termination.

3. If the PROGRAM is suspended in whole or in part for more than ninety (90) consecutive days and, if no arrangement is made between the DISTRICT and the PROGRAM MANAGER to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to a PROJECT to other projects may occur. In the event that the suspended PROGRAM is then resumed, the PROGRAM MANAGER shall re-staff the PROGRAM to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use the original personnel as is practical. Where individuals assigned to the PROGRAM at the time of suspension are not reasonably available at the time of resumption, the PROGRAM MANAGER shall assign other personnel of similar skill and experience subject to the requirements of Article XI.

4. Upon termination, abandonment or suspension, the PROGRAM MANAGER shall not be entitled to withhold any and all documents prepared pursuant to this AGREEMENT conditioned on payment by the DISTRICT whether in connection with termination of the contract or in connection with nonpayment of invoices. In no case shall the PROGRAM MANAGER refuse to release any documentation prepared under this AGREEMENT to the DISTRICT. In addition, the PROGRAM MANAGER understands that the PROJECTS are ongoing and failure to release said written documentation may result in damages to DISTRICT, the cost of which will be recovered from the PROGRAM MANAGER together with attorney fees and costs incurred, whether or not litigation is commenced, for refusal to turn over written documentation pursuant to this subsection.

ARTICLE XX

PROGRAM MANAGER'S INSURANCE REQUIREMENTS

1. PROGRAM MANAGER shall maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the PROGRAM MANAGER and the DISTRICT from claims which may arise out of or result from the PROGRAM MANAGER's actions or inactions relating to this AGREEMENT or any PROJECT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b) Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS ($2,000,000) aggregate including:

   i. Owned, non-owned and hired vehicles;
   ii. Blanket contractual;
   iii. Broad form property damage;
   iv. Products and completed operations; and
   v. Personal injury.

c) Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS ($2,000,000) each occurrence / TWO MILLION DOLLARS ($2,000,000) annual aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination. PROGRAM MANAGER may not delegate any portion of PROGRAM MANAGER's duties without the express written consent of the DISTRICT and approval of DISTRICT'S Board of Trustees in its sole and absolute discretion.

d) Valuable Document Insurance. The PROGRAM MANAGER shall carry adequate insurance consistent with the limits of its professional liability insurance coverage as set forth in Article XX.1.c on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The PROGRAM MANAGER shall pay the cost of such insurance and the DISTRICT shall be named as an additional insured.

e) Each policy of insurance required in Article XX.l.b shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of PROGRAM MANAGER hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation. PROGRAM MANAGER shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, PROGRAM MANAGER shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event PROGRAM MANAGER fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of PROGRAM MANAGER, and in such event PROGRAM MANAGER shall reimburse DISTRICT upon demand for the cost thereof.

f) In the event, with the express written consent of DISTRICT, that PROGRAM MANAGER subcontracts any portion of PROGRAM MANAGER's duties, PROGRAM MANAGER shall require any such subcontractor to purchase and

maintain insurance coverage for the types of insurance referenced in Article XX.1.a, Article XX.1.b, Article XX.1.c and Article XX.1.d, in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than ONE MILLION DOLLARS ($1,000,000) per claim.

g) Failure to maintain professional liability insurance (as set forth above) is a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT.

2. The PROGRAM MANAGER shall promptly provide the DISTRICT with copies of all insurance policies obtained for the PROGRAM. The PROGRAM MANAGER shall provide the DISTRICT thirty (30) days notice of any cancellation, non-renewal or endorsement reducing or restricting coverage.

3. To the extent permitted by law, the DISTRICT and the PROGRAM MANAGER waive their rights to subrogation to the extent that their respective insurance policies respond to any claim.

ARTICLE XXI

OWNERSHIP OF DOCUMENTS

1. All documents that are prepared, reproduced or caused to be prepared in connection with the PROGRAM or any PROJECT, whether by the PROGRAM MANAGER or a consultant or subconsultant of any tier, shall be and remain the sole property of the DISTRICT. Without limitation to the foregoing, the District shall hold, and the PROGRAM MANAGER shall be deemed to have irrevocably assigned to the DISTRICT in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights to such documents. The DISTRICT hereby grants to the PROGRAM MANAGER and its consultants a license, revocable at the will of the DISTRICT, to use copy and distribute such documents during the term of this AGREEMENT for the sole purpose of performing the services and Work hereunder. Upon the earlier of termination of this AGREEMENT or completion of performance of the services and Work, the PROGRAM MANAGER shall deliver all of the originals of such documents to the DISTRICT, including electronic copies in a format acceptable to the DISTRICT. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the PROGRAM MANAGER or its consultants for the PROJECTS, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of construction repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECTS. The DISTRICT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of the PROGRAM MANAGER to the extent PROGRAM MANAGER is the author or preparer of any such documents defined in Education Code section 17316. The DISTRICT agrees, to the fullest extent permitted by law, to indemnify and hold the PROGRAM MANAGER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of the unauthorized reuse or modification of the construction documents by the DISTRICT or any person or entity that acquires or obtains the plans or specifications from or through the DISTRICT without the written authorization of the PROGRAM MANAGER. The DISTRICT, however, shall not be precluded from using the PROGRAM MANAGER's or PROGRAM MANAGER's

consultant's documents enumerated above for the purposes of additions, alignments or other development on the sites of the PROJECTS.

ARTICLE XXII

DISPUTE RESOLUTION

1. Disputes between PROGRAM MANAGER and DISTRICT regarding the alleged violation, misinterpretation, or misapplication of this AGREEMENT shall be resolved using the dispute resolution process identified below:

    a. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute or which allegedly have been violated; and (4) the specific resolution sought by the party. Within five days from receipt of the notice of dispute the representatives of PROGRAM MANAGER shall meet with representatives from the DISTRICT in an informal setting to try to resolve the dispute.

    b. If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within seven days to assist the parties in resolving the dispute. The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Program Manager.

    c. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

2. In the event of a dispute between the parties as to performance of the Work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or

not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the PROGRAM MANAGER agrees to continue the Work diligently to completion. If the dispute is not resolved, the PROGRAM MANAGER agrees it will neither rescind the AGREEMENT nor stop the progress of the Work. The DISTRICT shall pay all undisputed progress payments to the PROGRAM MANAGER.

ARTICLE XXIII

INDEMNIFICATION

1. To the fullest extent permitted by law, PROGRAM MANAGER shall indemnify, defend and hold harmless, the DISTRICT, its Board of Trustees, and each of its members, officers, employees, agents, attorneys, insurers and volunteers (each an "Indemnitee"), through legal counsel reasonably acceptable to the DISTRICT, from and against any and all losses, claims, actions and damages of any kind and actual attorneys' fees, costs, costs of consultants and experts, to the extent arising out of or relating to any of the following: (i) negligent performance or nonperformance or breach of this AGREEMENT by the PROGRAM MANAGER or its consultants or subconsultants; (ii) the negligence, negligent activities or willful misconduct of the PROGRAM MANAGER or its consultants or subconsultants at any location; (iii) the payment or nonpayment by the PROGRAM MANAGER of anyone with whom the PROGRAM MANAGER has entered into a contract to furnish services for the PROGRAM or any PROJECT; and (iv) any personal injury or property damage to any person arising from or in connection with the negligence or intentional acts of PROGRAM MANAGER or its consultants or subconsultants; provided however, that nothing contained herein shall be construed as obligating the PROGRAM MANAGER to indemnify any Indemnitee for losses resulting from such Indemnitee's sole or active negligence or willful misconduct. The indemnification obligations of the PROGRAM MANAGER herein shall not be affected or in any way diminished by the fact that the DISSTRICT or its directors, officers, board members, agents, employees or consultants, may have jointly caused or contributed to the liability or claim by their acts, omissions, conduct or negligence; provided, however, that nothing herein shall require the PROGRAM MANAGER to indemnify the DISTRICT or its directors, board members, officers, agents, employees or consultants for liability resulting solely from such person's active negligence.

2. The indemnity herein shall apply during the term of this AGREEMENT of PROGRAM MANAGER's performance and shall survive the expiration or termination of this AGREEMENT.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

1. The PROGRAM MANAGER shall ensure that a written record of all meetings, conferences, discussions, and decisions is contemporaneously prepared and made a part of the PROGRAM and PROJECT records, including but not limited to those meetings, conferences, discussions and decisions made between or among the DISTRICT, the PROGRAM MANAGER, DISTRICTARCHITECT, the PROJECT ARCHITECTS, CONSTRUCTION MANAGERS and local, state, and federal agencies. The PROGRAM MANAGER shall provide a copy of such records to the DISTRICT.

2. Builder's Risk Insurance shall be the responsibility of the DISTRICT or Contractors and shall name the PROGRAM MANAGER as an additional insured.

3. PROGRAM MANAGER, in the performance of this AGREEMENT, shall be and act as an independent contractor. PROGRAM MANAGER understands and agrees that PROGRAM MANAGER and all of PROGRAM MANAGER's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits or protections of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PROGRAM MANAGER assumes the full responsibility for the acts and/or omissions of PROGRAM MANAGER's employees, as they relate to the services to be provided under this AGREEMENT. PROGRAM MANAGER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective PROGRAM MANAGER's employees. 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. PROGRAM MANAGER further 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”) and that it shall comply with all prevailing wage requirements and Prevailing Wage Laws including but not limited to the submission of accurate and complete certified payroll records as required by law.

4. In the event there is any inconsistency between the AGREEMENT and the exhibits attached to the AGREEMENT, the terms of the AGREEMENT shall govern.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the PROGRAM MANAGER.

6. The DISTRICT and PROGRAM MANAGER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. PROGRAM MANAGER shall not assign this AGREEMENT without the express written consent of DISTRICT’S Board of Trustees, which consent DISTRICT may grant, deny or condition in its sole and absolute discretion.

7. The PROGRAM MANAGER shall not perform or receive any payment for extra services as defined in Article XII of this AGREEMENT without specific prior written approval of the DISTRICT or its authorized representative.

8. This AGREEMENT shall be governed by the laws of the State of California and any policies/regulations adopted thereunder ("Applicable Law"). To the extent that there is any inconsistency between this AGREEMENT and the Applicable Law, or this AGREEMENT omits any requirement of the Applicable Law, the language of the Applicable-Law, in effect on the date of the execution of this AGREEMENT, shall prevail.

The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof and the AGREEMENT shall be construed and enforced in all respects as if such invalid or unenforceable provisions were omitted and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this AGREEMENT. This AGREEMENT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. The DISTRICT acknowledges that there is no privity of contract between PROGRAM MANAGER and PROJECT ARCHITECTS on any individual PROJECT.

10. This AGREEMENT represents the entire agreement between the DISTRICT and PROGRAM MANAGER and supersedes all prior negotiations, representations or agreements, either written or oral. Except as otherwise amended or modified hereby, the Orignial Agreement shall remain in full force and effect. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the PROGRAM MANAGER.

11. PROGRAM MANAGER shall not discriminate in the provision of services or the Work hereunder or in the employment of persons because of race, color, religion, national origin, ancestry, sex or gender, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of state and federal law, local ordinance or DISTRICT policy.

12. PROGRAM MANAGER shall comply with the fingerprinting provisions and requirements of the Education Code and to ensure that all agents, contractors, subcontractors or any other persons entering DISTRICT facilities in connection with the construction or design of the PROJECTS comply with such fingerprinting requirements, to the extent applicable. The PROGRAM MANAGER shall maintain at all times a complete record of all fingerprint certifications collected by the Program Manager for its own personnel and its consultants. The records shall be made available to the DISTRICT upon request and shall be provided to the DISTRICT upon termination of this Agreement. At the commencement of this AAGREEMENT and upon PROGRAM MANAGER'S hiring of any new employee or contractor or consultant to perform any services in connection with the PROGRAM or any PROJECT, PROGRAM MANAGER shall prepare and make the following certification in writing to DISTRICT:

"PROGRAM MANAGER hereby certifies to the DISTRICT'S Board of Trustees that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees or subcontractors that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). PROGRAM MANAGER will provide and make available to DISTRICT upon DISTRICT'S demand copies of the fingerprinting reports to the District."

Exhibit X

IN WITNESS WHEREOF, this AGREEMENT entered into as of the day and year first written above.

Date:_____

DISTRICT
East Side Union High School District

_____
By: Chris D. Funk
Title: Superintendent

Date:_____

PROGRAM MANAGER

_____
By:
Title: President

Board Approval Date: November 16, 2017

Exhibit X

Exhibit A
Definitions:
General Responsibilities & Duties of Other Professionals

The DISTRICT ARCHITECT is solely responsible for the Programming and Planning of the PROJECTS and shall perform in accordance with Project priorities established by the Board of Trustees.

The PROJECT ARCHITECTS are solely responsible for the design of PROJECTS from the Schematic Design Phase and shall perform in accordance with the agreements between the PROJECT ARCHITECTS and the DISTRICT.

The PROJECT MANAGERS are solely responsible for the project management services of PROJECTS and shall perform in accordance with the agreements between the PROJECT MANAGERS and the DISTRICT.

The CONSTRUCTION MANAGERS are solely responsible for the construction management services of PROJECTS and shall perform in accordance with the agreements between the CONSTRUCTION MANAGERS and the DISTRICT.

The CONTRACTORS are solely responsible for construction means, methods, sequences and procedures used in the construction of the PROJECTS and for the safety of its personnel and its operations and for performing in accordance with the Contractor's contract with the DISTRICT.

Exhibit X

Exhibit B – DSA Closeout Checklist
(To be provided)

Exhibit X

Exhibit C – OPSC Closeout Checklist

NEW CONSTRUCTION /MODERNIZATION PROJECT CHECKLIST
without Site Acquisition

PROJECT SITE/NAME:
SAB NUMBER: /69427- 00 -
PTN #: 96427-
DISTRICT REF #

CATEGORY	ITEM	TAB	NEW	MOD
			please check box	
Site	Narrative Description of the Project	1.0		
	CEQA Compliance Board Action	2.0		
	- CEQA contract if applicable	2.1		
	- CEQA document(s)	2.2		
	- Filing with County or State Clearinghouse	2.3		
	- Board approval of CEQA	2.4		
	DTSC	3.0		
	- Phase 1	3.1		
	- DTSC no further action letter (if applicable)	3.2		
	- Environmental Assessment Report (if applicable)	3.3		
	- Response Action Plan	3.4		
	- DTSC approval of the RAP	3.5		
	- Environmental consultant contract	3.6		
	- Board approval of RAP	3.7		
Planning	Architect	4.0		
	- demonstrate competitive selection process	4.1		
	- copy of agreement	4.2		
	Construction Mgr Qualification Appraisal &Agr	5.0		
	- demonstrate competitive selection process	5.1		
	- copy of agreement	5.2		
	Surveyor Qualification Appraisal Agreement	6.0		
	- demonstrate competitive selection process	6.1		
	- copy of agreement	6.2		
	Engineer Qualification Appraisal Agreement	7.0		
	- demonstrate competitive selection process	7.1		
	- copy of agreement	7.2		
	CDE Plan Approval Letter	8.0		
	Local Plan Approval (if applicable for off site work)	9.0		
	Final Architect Billing	10.0		
	DSA Number and Plan Approval Letter	11.0		
Construction	Bid	12.0		
	- bid advertisement	12.1		
	- bid summary	12.2		
	- award of bid by board	12.3		
	Notice to Proceed	13.0		
	LCP Plan & DIR Approval (if required)	14.0		
	- copy of third party contract	14.1		
	- copy of third parties ongoing DIR approvals	14.2		
	Contract for Inspection	15.0		
	Contract for Testing	16.0		
	Contract for Geo tech/Environmental Work	17.0		
	Construction Contract	18.0		
	Contract Addenda with DSA Approval	19.0		
	Change Orders with DSA Stamps (or Arch Letter)	20.0		
	Final Construction Billing	21.0		
	Completed Project	22.0		
	- notice of completion	22.1		
	- date of occupancy	22.2		
Internal Controls	Flow Charts	23.0		
Application	Zero New Square Footage Verification	24.0		
	- verify no new square footage or	24.1		
	- verify district paying for new area or	24.2		
	- verify filing of application of new area under SFP	24.3		
	50-04	25.0		
	- board approval to file	25.1		
	- final version of 50-04 approved by SAB	25.2		
	Comparison of 50-05 to Hard Costs (60% Rule)	26.0		
	Routine Restricted Maintenance Account 3% Verification	27.0		
	Site Map	28.0		

Exhibit X

Exhibit D – Hourly Rates

(to be provided)

Exhibit X

Exhibit E – District’s Records Retention Checklist

(to be provided)