

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

In connection with the Measure "Q" Bond/Capital Improvement Program, the Measure "G" Bond/Capital Improvement Program, and State Funded projects, Program Manager shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Complete the Measure "G" Bond/Capital Improvement Program based on the 2014 Facilities Master Plan and other State Funded projects.
- 1.3. Develop and implement the Measure "Q" Bond/Capital Improvement Program based on the 2014 Facilities Master Plan. Commencing June 1, 2014, the period of performance for phase 1 program services shall be four (4) years. The District may, at its sole discretion, negotiate a contract extension of up to four (4) years for phase 2 program services. The total duration of any associated contract shall not exceed five (5) years.
- 1.4. Develop specific project budgets using the JCAF-32 format. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.
- 1.5. Develop a Program Management Plan and process to manage scope, schedule and budgets. Program Manager shall work cooperatively with the Design Team and the District on overall scheduling, budgets, and communication for all Measure "Q" Bond Projects, including:
  - 1.5.1. Defining and scheduling the Projects in the Program.
  - 1.5.2. Providing Services that will result in the development of an overall Program strategy with regard to phases, construction schedules, timing, budget, construction materials, building systems, and equipment.
  - 1.5.3. Prepare methods to track and report on schedule status for each Project and for the overall Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for all Measure "Q" Bond Projects. For each Project, Program Manager shall develop master schedules, milestone schedules, and methods to budget and track all expenditures and shall report on same each month to the District. Work with District staff to expand a Program operational and financial reporting system that can be used by all units to monitor Program status.

- 1.5.4. Monitor and advise the District as to all material developments in the Project(s). Develop a communication plan, including but not limited to the preparation of weekly reports for the President, Cabinet and bond staff, bi-monthly reports for the Board, monthly reports for the Measure Q Steering Committee, quarterly reports for the CBOC, and participate in the preparation of annual audits conducted by an outside auditing agency. Manage content for the bond website and coordinate with the District's IT department for timely posting of information, including photos, presentations and information as needed to update the public on the status of the bond. The Program Manager may be required to attend each meeting of the District's Board of Trustees, and to provide updates at each meeting.
- 1.6. Be the focal point of all communication to and from construction manager(s). Work as the liaison between District administration, the Bond Oversight Committee, and Construction Manager(s) to ensure that the District is provided with an acceptable Program and the best value for taxpayer dollars.
- 1.7. Make recommendations to the District regarding ongoing modifications to the 2014 Facilities Master Plan and Bond-funded Projects to account for changes in sequencing, delays, and cost issues.
- 1.8. Advise the District regarding Project delivery systems, methods, and procurement strategies. Assist in identifying, recruiting, selecting, and communicating with architects, construction managers, project inspectors, and other specialty consultants as needed. Advise on and coordinate work of subconsultants, such as soils and geotechnical consultants, environmental consultants, and other consultants not under the selected Architect(s). Participate in planning workshops. Attend meetings with site committees. Provide training to District staff, Board of Trustees, and others. Work with the District to encourage successful contractors to bid on other projects; identify/confirm problem contractors, and position the District to avoid using problem contractors on future projects. Conduct a telephonic and/or email correspondence campaign to attempt to increase interest among qualified bidders. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.9. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Program, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA. Advise the District on an ongoing basis regarding communication with state and other agencies involved in construction process. Assist, as requested, with compliance with environmental and other regulatory requirements, as well as with applications for state funding. Assist the District in identifying lines of authority, organization, and communication to effectively manage the Program. Submit necessary reports to federal, state and local authorities, including Division of State Architect (DSA) verified reports. Ensure that all other Project(s) participants submit necessary documentation.
- 1.10. Assist the District with quality control (to District standards) and overall management, planning, coordination and administration of the Program and Projects to be constructed as part of the Program, interfacing with District staff of various departments, the public, the Board, stakeholders, and representatives of

outside organizations. Assist the District in evaluating and revising current procedures and developing new procedures as necessary.

- 1.11. Develop a filing structure and document control system for a common bond server and actively participate in managing the data stored on the server. Manage the District's inventory of as-built documents, working with the District to complete files, and implement a "cloud" storage system. Prepare a project manual describing a comprehensive document control and approval system to insure that documents are properly approved, handled and maintained. Create a Procedures Manual with the District's input that describes the procedures and approval processes for bond compliance and other issues related to compliance.
- 1.12. Assist District with applications for state funding and the annual 5-year plan.
- 1.13. Review current budget information and assist the District in refining its overall Program budget, including expected construction costs, consultant costs, fees, permits, etc. Assist the District in preparing budgeting and reporting systems to reflect actual expenditures and to reallocate available funds as necessary. Assist the District in maintaining all necessary records for the annual Bond audit. Assist the District in preparing monthly and annual fiscal reports.
- 1.14. Assist the District in implementing a web-based financial reporting system, linking necessary documents and information to the District's website and compatible with the Banner financial database and complying with bond mandates. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status. Assist the District in submitting information and updates to the State Chancellor's Office FUSION database.
- 1.15. Program Manager shall maintain accurate cost accounting records maintained with generally accepted accounting principles (GAAP) on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Program Manager shall use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the District. Program Manager shall develop simplified approval and billing procedures acceptable to the District and maintain current status of all obligations, commitments, and expenses against the Program. Program Manager shall maintain current status of revenue available for the Program. Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.16. Recommend software for use in coordinating and maintaining schedules that document the sequence and time frame for each Project and/or bid package in the Program.
- 1.17. Assist the District in the management, supervision, oversight, and evaluation of performance of separately hired construction management services firms, architectural/engineering firms, and specialty consultants. Assist in developing specific vendor solicitations (i.e. RFQ/Ps) and vendor "pools" and maintain a

database of qualified firms. Extensive knowledge of the Public Contract Code and public procurement procedures is mandatory.

- 1.18. Assist the District with the development and implementation of an outreach program, with specific strategies to attract and increase participation of local, small, emerging and Disabled Veterans Business Enterprise (DVBE) firms.
- 1.19. Assist the District in validating results of project constructability reviews conducted by project managers.
- 1.20. Contract for or employ, at Program Manager's expense, sub-consultant(s) to the extent deemed necessary for Program Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Program Manager under terms of this Agreement.
- 1.21. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Projects within Board approved budgets and to District design standards.
- 1.22. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the site committee meetings during the course of the projects. Keep accurate notes. Program Manager shall invite the District and/or its representative to participate in these meetings. Program Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.23. Develop for District approval a Program time schedule at the start of Program development that does the following:
  - 1.23.1. Provides sufficient time for bidding, and, if necessary, rebidding some, or all, of the individual bid packages, and that
  - 1.23.2. Coordinates and integrates the design professional(s)'s design efforts with bidding schedules.
  - 1.23.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement.
  - 1.23.4. Takes into account the District's occupancy requirements (showing portions of the Program having occupancy priority and with ongoing operational occupancy requirements.)
- 1.24. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Program Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Program Manager. Program Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

- 1.25. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Projects, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.26. At the request of the District, develop a Management Information System to assist in establishing communications between the District, Program Manager, Construction Manager(s), design professional(s), contractor(s) and other parties on the Projects. In developing the MIS, the Program Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.27. Cooperate and coordinate with the persons responsible for operation of the State labor compliance, if applicable.
- 1.28. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.
- 1.29. Ensure that all District Consultants and Program Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.30. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Program Manager shall comply with, and ensure that all Construction Managers, all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.31. Manage swing space. Oversee and coordinate the work of others for moving services and with the FFE procurement manager.
- 1.32. Program Manager is not responsible for:
  - 1.32.1. Ground contamination or hazardous material analysis; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.
  - 1.32.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.
  - 1.32.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Program Manager agrees to coordinate its work with that of

any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.

1.32.4. Historical significance report.

1.32.5. Soils investigation.

1.32.6. Geotechnical hazard report.

1.32.7. Topographic survey, including utility locating services.

1.32.8. Other items specifically designated as the District's responsibilities under this Agreement.

1.32.9. As-built documentation from previous construction projects.

## **2. GENERAL PROGRAM SERVICES**

2.1. **General:** Monitor and advise the District as to all material developments in the Project. Program Manager shall develop and implement with District approval scope, sequencing of projects (including a master program schedule), reporting methods for schedules, cost and budget status, and projections for each project in the District's Program and updated at regular intervals to account for changes in the District's Program.

2.2. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. Program Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.

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

2.4. **Communications to Board:** The Program Manager may be required to attend each monthly meeting of the District's Board of Trustees, and to provide updates at each meeting.

## **3. PRECONSTRUCTION PHASE**

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

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

- 3.3. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program. Manage agency input, including DSA, OSHA, Fire, Water, Sewer, CEQA, SWPPP, and other agencies involved in the design and construction process. Attend meetings as the District's agent and work with design professionals to obtain all necessary agency approvals. Coordinate the work of the Design Team with District-hired consultants and internal District departments, such as Information Technology and Maintenance and Operations. Coordinate programming and design work with District faculty and staff, including participation in planning workshops, attendance and note taking at meeting and implementation of District standards. Keep accurate meeting notes.
- 3.4. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents, including life cycle cost analysis of drawings, and shall be coordinated with the District's design guidelines and design professional(s). The Program Manager will prepare a value engineering report will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Program Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.5. Perform or subcontract for constructability reviews of each Project at the Schematic and Design Development Phase and at 90% Construction Documents. The Program Manager shall review the design documents for clarity, consistency, constructability and coordination. Coordinate owner-supplied information and expedite design reviews with appropriate user groups. The results of the review shall be provided in writing and as notations on the documents to the District. The Program Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Program Manager is not responsible for providing, nor does the Program Manager control, the Project design or the contents of the design documents. The Program Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Program Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and design documents.
- 3.6. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with design professional(s) and advise and consult with District.
- 3.7. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.8. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system



will allow for monthly progress reports to the District regarding the schedule for the Project.

- 3.9. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.10. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, when applicable.

#### **4. PRE-BIDDING PHASE**

- 4.1. Bidding Procedures. Program Manager shall made recommendations for development and implementation of procedures to comply with applicable bidding requirements for each Project and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Program Manager with respect to (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each of the Projects, including consideration of a single general contractor or multiple trade contractor, lease/leaseback, or design-build approach to construction for each Project. Develop contracts for use by LLB and/or DB entity, prepare appropriate Division 0/1 specifications and otherwise advise on all aspects of these procurement methods.

#### **5. BIDDING PHASE**

- 5.1. Oversight of Bidding Process. The Program Manager will assist the College, the Design Team and, as applicable, the Construction Manager for a Project in completing the bidding process for award of a Construction Contract for a Project. The Program Manager's services hereunder may include, without limitation: (i) recommendations for pre-qualification of prospective bidders; (ii) assistance in development of documents necessary or appropriate for bidding the Construction Contract for a Project; (iii) development of bidders' interest in a Project; (iv) assistance in responding to bidders inquiries and the development of bid addenda as necessary or appropriate; (v) assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences; (vi) review of bid proposals for responsiveness to bid requirements and evaluation of bidder responsibility; (vii) tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project.

#### **6. CONSTRUCTION PHASE**

- 6.1. Cost Control. Program Manager shall develop and monitor an effective system of construction cost control for the Program. Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.
- 6.2. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements, including implementation of the District's Project Labor Agreement (PLA).
- 6.3. The Program Manager in conjunction with the Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Program Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.4. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 6.5. Review the change order log for the Project on a regular basis and implement procedures to expedite processing of change orders.
- 6.6. In conjunction with the Construction Manager, implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 6.7. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.
  - 6.7.1. To guard District against defects in the work of the construction contractor(s), Program Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
    - 6.7.1.1. Accepted industry standards;
    - 6.7.1.2. Applicable laws, rules, or ordinances; and
    - 6.7.1.3. The design documents and Contract Documents;
  - 6.7.2. Where the work of a Construction contractor does not conform as set forth above, Program Manager shall take responsibility for the process, with the input of design professional(s) and Construction Manager:
    - 6.7.2.1. Notify the District of any non-conforming work observed by the Program Manager;

- 6.7.2.2. Insure that the Construction manager rejects the non-conforming work; and
    - 6.7.2.3. Insure that the Construction Manager takes any and all action(s) necessary to compel the construction contractor(s) to correct the work.
  - 6.8. Insure that the Construction Manager maintains logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s) and reviews them on a regular basis.
  - 6.9. Establish and implement procedures, in collaboration with the District, DSA and other agencies, design professional(s), and construction team and others for expediting the timely processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.

## **7. PROJECT COMPLETION**

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

## **8. FINAL DOCUMENTS**

The Program Manager shall coordinate and implement a final close out procedure that the Construction Manager and Construction Contractor will follow. The procedures will include the review and monitoring of all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Program Manager shall also review and forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

## **9. WARRANTY**

The Program Manager shall coordinate and implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include tracking and coordinating operational reviews with District staff during warranty period and managing corrective work as necessary. The Program Manager shall coordinate and arrange a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

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

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District
8. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Program Manager or where the Program Manager is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
9. Performing technical inspection and testing.
10. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.

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

## **EXHIBIT "C"**

### **SCHEDULE OF WORK**

#### **Fairfield Campus:**

##### New Buildings/New Facilities:

- Science Building
- Veteran's Center
- Career Technology Education Building
- Performing Arts Center addition
- Library/LRC

##### Modifications/Additions/Renovations:

- Performing Arts Center modernization
- Building 1500 Math Center
- Building 1600 modernization
- Building 300 modernization
- Building 100 modernization (if Library/LRC does not receive State funding)

#### **Vallejo Center:**

##### New Build/New Facilities:

- Autotechnology project
- Library

##### Modifications/Additions/Renovations:

- Autotech swing space

##### Infrastructure:

- Parking and other as required
- Solar projects

##### Site Development:

- Physical Education projects

#### **Vacaville Center (including Nut Tree Airport):**

##### New Build/New Facilities:

- Biotechnology/STEM Building
- Library
- Aeronautics and Workforce Development project (potential joint venture with Jimmy Doolittle Center)

##### Modifications/Additions/Renovations:

- Vacaville Annex

##### Infrastructure:

- Parking and other as required
- Solar projects

And any project listed in the BSP for the duration of the contract, including small projects, infrastructure project and IT projects.

**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

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

**Method of Payment**

1. Program Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Program Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Program Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of Program Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due Program Manager hereunder if Program Manager fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Program Manager has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.
6. The District will withhold 5% of each payment as retention, to be released annually after a review of the program management team. The District may, at its discretion, withhold this amount above and beyond the withholding provided in item 5, above.

## Hourly Rates

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

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal In Charge:	\$0.00
Project Executive:	\$185.00
Program Manager (s):	\$165.00
Design Manager Director:	\$165.00
Design Manager:	\$150.00
Project Manager(s):	\$145.00
Controls and Fiscal Controls Manager:	\$155.00
Project Engineer:	\$115.00
Compliance and Start up Support:	\$150.00
Estimating Manager:	\$150.00
Estimator:	\$125.00
VE Engineer:	\$140.00
Clerical:	\$50.00

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall be 0 percent (0%).