



AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

By and Between

THE OXNARD UNION HIGH SCHOOL DISTRICT

And



Dated and Effective: June 18, 2025

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement for PM Services ("Agreement") is made effective as of June 18, 2025 ("Effective Date") by and between the **Oxnard Union High School District** ("District"), a public school district organized and existing pursuant to California law, and [REDACTED] ("Program Manager"), a **Enter State of Organization** **Enter Type of Entity**. The District and the Program Manager may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. For purposes of selecting a program management consultant that has the knowledge, experience, capabilities and resources, and that can provide excellent customer service and can assist the District in administering and monitoring its public projects, the District issued Request for Qualifications ("RFQ") No. 708, PM Services.

B. As a result of that competitive process, the District determined that it will be in the District's best interests for the Program Manager to provide the program management services required pursuant to this Agreement ("PM Services").

C. The Parties have entered into this Agreement for the purposes of setting forth the terms and conditions for the Program Manager to perform the PM Services for the District, and for the District to compensate the Program Manager for performance of the PM Services.

Now, in consideration of the foregoing and of their respective rights and obligations pursuant to this Agreement, consideration that each Party hereby acknowledges is adequate, the Parties agree as follows:

AGREEMENT

PART 1: PROGRAM MANAGER SERVICES

Section 1.1 Scope of Services. The scope of the PM Services to be performed by the Program Manager pursuant to this Agreement ("Scope of Services") include any and all labor, work, and other things as may be necessary and/or appropriate to complete the services described in Exhibit "A" attached to this Agreement.

Section 1.2 Agreement Term. The term of this Agreement ("Agreement Term") shall commence on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, the Agreement Term shall expire on the date that is five years after the Effective Date.

Section 1.3 Time is of the Essence. Time is of the essence with respect to this Agreement and the performance by the Program Manager of each of its obligations pursuant to this Agreement. The Program Manager must complete all PM Services required pursuant to this Agreement within such time(s) as will permit timely and expeditious commencement and completion of the PM Services, including, without limitation, timely performance consistent with any and all applicable milestone dates established by the District for its public projects. The District shall reasonably extend time for completion of the PM Services if necessary due to any delay in the performance of the PM Services or any associated public project that is not caused by or the fault of the Program Manager.

Section 1.4 Change in Scope of Services. The District may at any time request any reasonable increase, decrease, or other change in the Scope of Services to be performed by the Program Manager pursuant to this Agreement. In response to any such request, the Program Manager must provide to the District a written proposal that describes in reasonable detail: (i) the change; (ii) the impact of the change on the time required for performance of the Program Manager's obligations pursuant to this Agreement; and (iii) the impact of the change on the cost to the District for the performance of the Program Manager's obligations pursuant to this Agreement. Each proposal shall set forth any proposed adjustment to the compensation payable to the Program Manager using such basis (fixed fee, time and materials, *et cetera*) as requested by the District. Upon receipt of a proposal, the District may approve, reject, or attempt to negotiate modifications to, the proposal; provided that no proposal shall be deemed effective, and no compensation payable to the Program Manager pursuant thereto, unless and until the proposal is approved by the Board of Trustees of the Oxnard Union High School District ("District Board"). However, regardless of whether the District has obtained District Board approval of any proposal, if the District has requested that specific PM Services be deleted from the Scope of Services, in no circumstances shall the Program Manager perform such PM Services unless further directed to do so in writing from the District. If the Parties are unable to agree on and document the terms and conditions for any change in the Scope of Services required by the District, the time for performance of the modified Scope of Services and the compensation to the Program Manager for performance of such modified Scope of Services shall be equitably adjusted as determined through any dispute resolution method authorized pursuant to this Agreement.

Section 1.5 Program Manager Compensation. The District shall pay to the Program Manager, in exchange for satisfactory performance by the Program Manager of the PM Services required pursuant to this Agreement, such compensation as is specified in Exhibit "B" attached to this Agreement ("PM Fee"). The PM Fee shall be payable to the Program Manager as specified in Exhibit B. The PM Fee, as it may be adjusted in accordance with this Agreement, shall be deemed and construed for all purposes to be all-inclusive compensation for any and all PM Services, and the Program Manager shall in no event be entitled to any reimbursement whatsoever of any expenses incurred by the Program Manager in connection with the performance of the PM Services other than as provided in Section 1.6 herein.

Section 1.6 Reimbursement of Expenses. The Program Manager shall not be entitled to reimbursement of any expenses that it incurs in connection with performance of the PM Services other than as provided in this Section. Any reimbursement pursuant to this Section shall be in addition to the PM Fee specified in Section 1.5 of this Agreement, and shall be for the reasonable, actual costs incurred by the Program Manager, without any markup. A condition precedent to reimbursement of expenses is that the Program Manager must obtain the District's written approval of each such expense prior to the expense being incurred by the Program Manager, and the District shall not unreasonably deny, delay, or condition any such approval. Without limiting the foregoing, in no event shall the District be required to reimburse the Program Manager for any of the following: (i) home-office overhead or personnel costs; (ii) supplies, materials, equipment, tools, and other items required for performance of the PM Services; (iii) postage or cost of private delivery services less than \$25 for any one delivery; (iv) salary, benefits, travel, lodging, and/or meal expenses of any person; (v) expenses of overtime work requiring higher than regular rates; or (vi) costs of any additional insurance coverages or limits in excess of those normally carried by the Program Manager or any of its contractors or consultants that may be authorized in accordance with this Agreement to provide professional services in connection with this Agreement or the PM Services (each a "Subconsultant").

Section 1.7 Program Manager Invoices. On or about the fifth day of each month following each month during the Agreement Term in which the Program Manager performed PM Services for the District, the Program Manager shall provide an invoice to the District seeking payment for the portion of the PM Fee attributable to the preceding month and, subject to Section 1.6 herein, for reimbursement of expenses incurred during the preceding month. Any and all invoiced amounts are subject to verification by the District. The Program Manager must in each invoice specifically describe the basis or bases for the amounts requested and shall submit with the invoice such documentation as reasonably, specifically, and adequately evidences and supports the amounts specified in the invoice. If an invoice requests payment for PM Services provided on an hourly-rate basis, the documentation to be submitted by the Program Manager in support of the invoice must also include an itemization of the amount of time spent by each person performing the PM Services and the work accomplished by such person during such time. The District shall pay the undisputed portion of each such invoice within thirty days after receipt of the invoice. However, within ten days after receipt of any invoice from the Program Manager, the District may request in writing that the Program Manager provide additional information relating to some or all of the amounts specified in the invoice, and, in such event: (i) the Program Manager shall provide such information to the District within five days following receipt of the District's request; and (ii) if the Program Manager does not provide such information within such five-day period, the date by which the District must pay such amounts to the Program Manager shall be extended for each day or portion of day in excess of the applicable five-day period, until such time as the Program Manager provides the requested additional information to the District.

Section 1.8 Confirmation of Changes in Services and/or Compensation.

Subsection 1.8.1 Program Manager Obligation. Notwithstanding anything to the contrary in this Agreement or elsewhere, the Program Manager shall have an affirmative obligation to confer directly with the District's Assistant Superintendent for Business Services ("CBO") each and every time any entity or person (including, without limitation, any District representative):

- (i) Requests any change to the PM Services (including, without limitation, requests any Additional Program Manager Service) that is not expressly authorized by a duly-approved and fully-executed amendment to this Agreement;
- (ii) Requests that the PM Services be performed in any specific manner not expressly authorized by this Agreement, as it may be amended from time to time;
- (iii) Requests any change in the amount or manner in which the Program Manager is to be compensated in connection with this Agreement, if such change is not expressly authorized by a duly-approved and fully-executed amendment to this Agreement;
- (iv) Requests that the Program Manager use any particular Subconsultant or vendor in connection with the PM Services, if the use of such Subconsultant or vendor is not expressly authorized by this Agreement, as it may be amended from time to time; or
- (v) Requests any change in the amount or manner in which any Subconsultant or vendor that the Program Manager uses in connection with the PM Services is to be compensated, or otherwise attempts to state, quantify, qualify, or influence any amount(s) payable by the Program Manager to any such Subconsultant or vendor.

Subsection 1.8.2 Failure to Confirm. In any and each case that the Program Manager fails to confer with the CBO when required by Subsection 1.8.1 herein, the Program Manager shall be deemed and construed to assume any and all associated risk and responsibility. If applicable, and upon request by the District, the Program Manager shall immediately remit to the District any and all amounts paid by the District to the Program Manager or anyone else in connection with such matters. However, nothing in this Section 1.8 shall be deemed or construed to: (i) preclude either the District or the Program Manager from proposing any change(s) to the PM Services to be set forth in an amendment to this Agreement; (ii) interfere with the Program Manager's right, as an independent contractor, to perform the PM Services in the manner it chooses, subject to the applicable provisions of this Agreement; or (iii) limit any other remedies or recourse by the District as may be available pursuant to applicable law or contract.

PART 2: ADMINISTRATION OF AGREEMENT AND REQUIRED SERVICES

Section 2.1 Consent Required to Use Subconsultants. The Program Manager may use a Subconsultant to perform a portion of the PM Services only upon written consent of the District provided in advance of the Program Manager contracting with such Subconsultant. The District, in its sole discretion, may deny, delay, and/or condition its approval of the use of any one or more proposed Subconsultants.

Section 2.2 Authorized Representatives. The Program Manager must designate in writing to the District not more than one person from its staff ("Program Manager Representative") and one person from the staff of each of its Subconsultants (each a "Subconsultant Representative"), each of whom shall be: (i) the District's sole contact person for the entity he or she represents for purposes of administering this Agreement; and (ii) responsible for and conduct any and all communications and other interactions between the entity he or she represents and the District. The Program Manager Representative must have (through delegation or otherwise) all authority required to make any and all decisions on behalf of Program Manager relating to the administration of this Agreement and the performance of the PM Services. Likewise, each Subconsultant Representative must have (through delegation or otherwise) all authority required to make any and all decisions on behalf of the Subconsultant relating to the portion of the PM Services that the Subconsultant is to perform. The Program Manager Representative and each Subconsultant Representative must provide to the District their respective names, titles, telephone numbers, and other contact information. At all times prior to full completion of the PM Services, the Program Manager Representative and Subconsultant Representatives must be reasonably available to District representatives, by telephone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and at such other times as they and the District may agree.

Section 2.3 Background Checks.

Subsection 2.3.1 Mandatory Compliance. Education Code Section 45125.1 ("Section 45125.1") requires each having a contract with a local educational agency ("LEA") to ensure that each of the personnel interacting with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237. In addition, the contracting entity shall immediately provide any and all subsequent arrest and conviction information it receives to the LEA. Section 45125.1 authorizes LEAs to require compliance with the requirements for personnel other than those directly employed by the contracting entity. Because students may be present during activities undertaken by the Program Manager in connection with the PM Services, and because there likely will in some instances be no

corresponding “immediate supervision,” the Program Manager, in connection with this Agreement, shall comply in all respects with Section 45125.1. Without limiting the foregoing, Program Manager, at its sole cost and expense, and without additional compensation from the District, must comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of the officers, employees, agents, or other representatives of the Program Manager and its Subconsultants who will or might be present, outside the immediate supervision of an Authorized District Representative, on or at any of the District’s properties at which the PM Services will be performed (“each a Services Location”).

Subsection 2.3.2 Certification of Compliance. The Program Manager shall certify in writing to the District, using the “Certification Regarding Employee Background Checks” form attached as Exhibit “C” to this Agreement, that no person assigned to the PM Services or who otherwise will be present at, on, or in the vicinity of any Services Location in connection with the PM Services has been convicted of any serious or violent felony as described in Education Code Section 45122.1. Education Code Section 45122.1 defines a violent felony as any felony listed in subdivision (c) of Penal Code Section 667.5, and a serious felony as any felony listed in subdivision (c) of Penal Code Section 1192.7. The Program Manager must attach to the written certification a list of all persons to whom the certification applies.

Subsection 2.3.3 Presence Prohibited Unless Certified. The Program Manager shall prohibit and prevent each and every person who will perform any of the PM Services at any of the Services Locations (including, without limitation, employees of each authorized Subconsultant to the Program Manager) from being present at, on, or in the vicinity of any Services Location unless and until the Program Manager provides to the District the required certification that applies to such person.

Section 2.4 Independent Contractor. The Program Manager is, for any and all purposes of or related to this Agreement, an independent contractor to the District. In no circumstances shall the Program Manager or any of its Subconsultants, or any officer, employee or agent of either, be deemed or construed to be an officer, employee or agent of the District as a result of or in connection with this Agreement. The Program Manager must at all times conduct its activities in a manner consistent with its status as an independent contractor to the District, and, except as provided in this Agreement, the Program Manager shall have the right to determine the methods, means, and mechanisms by which it shall perform the PM Services. The Program Manager shall not suffer or permit any third party (whether person or entity) to continue in any apparent belief that the Program Manager or any of its Subconsultants, or any officer, employee or agent of either, is an officer, employee, or agent of the District. The Program Manager shall be responsible for ensuring compliance with all laws related to its employees and the employees of any Subconsultant, including, without limitation, laws relating to workers’ compensation and, if applicable, payment of prevailing wages. The compensation payable to Program Manager hereunder shall not be increased as a result of any costs incurred by Program Manager that are attributable to such compliance.

Section 2.5 Prohibited Interests. The Program Manager hereby represents and warrants that: (i) neither the making nor the performance of this Agreement shall result in the Program Manager or any person under the Program Manager’s control having any conflict of interests pursuant to Government Code Section 1090 or the California Political Reform Act (Government Code Section 87100 *et seq.*); (ii) it has not employed or retained any company or person (excepting any bona fide employee working solely for Program Manager) to solicit or otherwise cause the District to enter into this Agreement; and (iii) it has not paid, agreed to pay, or otherwise provided to, any company or person,

including, but not limited to, any District officer, employee, or agent (but excepting any bona fide employee working solely for Program Manager), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into this Agreement. In the event of any violation of the prohibitions set forth in this Section 2.5, the District, without limiting any other right or recourse available pursuant to applicable law, may terminate this Agreement and recover any and all amounts paid to the Program Manager.

Section 2.6 Program Manager and Subconsultant Capability. The Program Manager represents and warrants that: (i) it has any and all licenses, certifications, and approvals as are required by law to permit the Program Manager to enter into this Agreement and perform the PM Services; (ii) any and all Subconsultants performing any of the PM Services shall be qualified to perform the tasks, duties, and responsibilities assigned to them by the Program Manager, and shall be licensed to practice in their respective professions to the extent required by law; (iii) any and all persons who will provide or perform the PM Services, including, without limitation, all employees of any Subconsultants, shall have the qualifications, technical skills, and experience required to perform the PM Services in an efficient, timely, and satisfactory manner; and (iv) the Program Manager has sufficient financial, personnel, and other resources to adequately and timely perform the PM Services as required pursuant to this Agreement.

Section 2.7 Required Standard of Care. The Program Manager must perform or cause to be performed all PM Services using such levels of care as: (i) is consistent with the reasonable level of care employed by other consultants providing similar services to school districts within the State of California in similar circumstances; and (ii) takes into consideration the District's goals and any facilities, financial, or other constraints or parameters described to the Program Manager either before or after the Effective Date. Upon request of the District, the Program Manager must prohibit from all District properties, and prevent from performing any of the PM Services, any person whom the District has determined is not performing the PM Services in accordance with the required standard or otherwise in a reasonable manner, or is a threat to the safety of any person(s) or property, and the Program Manager shall not thereafter use such person for or in connection with performance of any of the PM Services.

Section 2.8 Compliance with Laws and District Requirements. The Program Manager must perform the PM Services in compliance with all applicable federal, California and local laws, regulations, ordinances, and other governmental requirements. The Program Manager shall be responsible for ensuring that each of the Program Manager's and Subconsultant's employees and other representatives who enter in and upon any Services Location fully comply with: (i) all District rules, policies, or other requirements applicable to presence on District property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco; and (ii) reasonable directives from District representatives.

Section 2.9 Labor Law Requirements. Depending on the nature of PM Services performed by the Program Manager, those PM Services may constitute "public work" for purposes of Part 7, Chapter 1, of the California Labor Code ("Labor Code"), Title 8 of the California Code of Regulations ("CCR") Section 16000 *et seq.*, and related provisions of law ("Labor Laws"). In accordance with the Labor Laws, certain preconstruction services are public work. With respect to the PM Services, and as between the Program Manager and the District, the Program Manager shall be solely responsible for compliance with any and all applicable Labor Laws, including, without limitation, requirements for payment of "prevailing wages" and registration with the California Department of Industrial Relations ("DIR"). The Program Manager: (i) shall be deemed and construed to know and understand all Labor Laws applicable to the

PM Services; (ii) shall be solely responsible and liable for determining whether and to what extent the Labor Laws apply to the PM Services; and (iii) prior to commencing performance of the PM Services, shall inform the District as to whether and to what extent the Labor Laws are applicable to the PM Services so that the District may perform its obligations pursuant to the Labor Laws. Without limiting the foregoing, the Program Manager shall comply with all applicable requirements of Exhibit "D" attached to this Agreement. If the requirements for registration with the DIR described in Sections 5 and 6 of Exhibit D hereto are applicable to the PM Services, the Program Manager and any each Subconsultant shall be duly registered with the DIR as provided in such Section 6 prior to commencing their respective portions of the PM Services. The Program Manager shall indemnify, defend, and hold harmless the District as provided herein with respect to any and each failure in connection with the PM Services to comply with applicable Labor Laws.

Section 2.10 Reliance on District Information. The Program Manager shall be entitled to rely on the accuracy and completeness of any and all information provided to the Program Manager by the District, subject to any qualifications or limitations on such information as the District may describe, and provided that the Program Manager may so rely only if it would be reasonable to do so.

Section 2.11 Program Manager Records. The Program Manager must prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records related to this Agreement and to the PM Services as required by law and as necessary to reasonably and appropriately document the performance of the PM Services ("Program Manager Records"). Pursuant to Government Code Section 8546.7, the California State Auditor has the right, for a period of three years following final payment to the Program Manager pursuant to this Agreement, to review, audit, and/or copy records of the contracting parties with respect to each contract providing for expenditure of public funds in excess of \$10,000. The District and other governmental entities with competent jurisdiction also shall have an independent right pursuant to this Agreement, for a period of four years following final payment to the Program Manager, to review, audit, and/or copy the Program Manager Records. Therefore, the Program Manager must make the Program Manager Records available for inspection by the District, the State of California, and any other governmental entity with competent jurisdiction, at all reasonable times during the four-year period following final payment to the Program Manager pursuant to this Agreement; provided that, if the District or any other governmental entity commences, but does not complete, an audit within such four-year period, the Program Manager must maintain the Program Manager Records until such time as the audit has been completed. The Program Manager's obligations pursuant to this Section shall survive the termination of this Agreement.

Section 2.12 Ownership and Use of Documents. Any and all working documents, original or reproducible transparencies, presentations, computations and other documents, in whatever format or storage medium, obtained or prepared by the Program Manager or any Subconsultant pursuant to this Agreement (collectively, "Service Documents") are and shall remain the property of the District. Except for purposes of this Agreement, and except for copies to be retained as part of the Program Manager Records, the Program Manager shall not permit reproductions to be made of any of the Service Documents without the advance written approval of the District. The District may use the Service Documents as the District deems appropriate, with no compensation due to Program Manager except as provided in this Agreement. The District shall have the unconditional right to use the Service Documents, for their intended purposes and, at District's sole discretion, for any other purpose, with no additional compensation due to Program Manager. Except as expressly agreed in writing, the District shall not be required to employ the Program Manager in connection with any future use of the Service Documents. Notwithstanding anything to the contrary, the Program Manager acknowledges and agrees

that the District will rely on the accuracy and completeness of the Service Documents when used for their intended purposes. The District shall remove information identifying the Program Manager from the Service Documents when using them for purposes not related to the PM Services and shall indemnify and hold the Program Manager harmless with respect to any liabilities caused by District use of the Service Documents for such non-PM Services-related purposes.

PART 3: PROGRAM MANAGER INSURANCE

Section 3.1 Required Insurance. Prior to commencing any of the PM Services, and without limiting any of its other obligations pursuant to this Part 3, the Program Manager must procure at its sole cost and expense, and, during all periods as required by this Agreement, must maintain in effect, the insurance policies specified below in this Section. The Program Manager shall maintain the insurance required pursuant to this Section in effect at least until the date that is one year following final payment to the Program Manager pursuant to this Agreement. The insurance coverage required by this Section includes all of the following:

- (i) **General Liability Insurance.** A policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with a combined single limit of not less than \$1,000,000 for all activities conducted by Program Manager pursuant to this Agreement (“CGL Policy”). The CGL Policy must include, without limitation, coverage for the contractual liability assumed by the Program Manager pursuant to this Agreement.
- (ii) **Commercial Auto Insurance.** A policy of commercial or business vehicle liability insurance, written on an “occurrence” basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage (“CAL Policy”). The CAL Policy must include coverage for owned, hired, and non-owned automobiles.
- (iii) **Workers’ Compensation Insurance.** Workers’ compensation insurance as required by California law and employer’s liability insurance with coverage in an amount not less than \$1,000,000 (collectively, the “WC Policy”). Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the California State Compensation Insurance Fund shall be deemed, with respect to the WC Policy, to satisfy such insurer rating standards.

Section 3.2 Professional Liability Insurance. The Program Manager shall also have in effect, and shall maintain in effect at all times specified in this Section 3.2, a policy of professional liability (errors and omissions) insurance with coverage in an amount not less than \$1,000,000 per claim and aggregate (“E&O Policy”), which the District acknowledges shall be written on a “claims made” basis. The E&O Policy shall comply with all of the following: (i) the effective date of the coverage must be shown and must be prior to or concurrent with the Effective Date; (ii) the coverage must be maintained, and evidence of coverage must be provided, for at least three years following final completion and acceptance of the PM Services (“E&O Coverage Period”); (iii) if coverage is cancelled or renewed, and not replaced with another claims-made policy with a retroactive coverage date that is prior to or the same as the effective date of the coverage specified in clause (i) of this Section, the Program Manager must purchase extended-period coverage (i.e., tail) that provides coverage until expiration of the E&O Coverage Period; and (iv) a copy of each and all claims reporting requirements, for original and replacement policies, must be submitted to the District for review.

Section 3.3 Sexual Abuse-Molestation Insurance.

Subsection 3.3.1 General Requirements. Except as the District may expressly agree in writing, if the PM Services will be performed at any operating District school, and any District students and/or staff reasonably might be present at the school during times the Program Manager will be providing PM Services at the school, the Program Manager shall have in effect, and shall maintain in effect at all times specified in this Section 3.3, insurance providing coverage for sexual abuse and molestation ("SAM Policy"). The SAM Policy shall have coverage limits in amounts not less than \$2,000,000 per victim and, if an aggregate limit applies, not less than \$6,000,000 aggregate. The aggregate limit applicable to the SAM Policy, if any, shall: (i) be an annual limit; and (ii) apply specifically and exclusively to the Project and the Work. The coverage limits applicable to the SAM Policy shall be separate from (and not included within or otherwise subject to) the coverage limits of any other insurance coverage that the Program Manager may have in effect, including, without limitation, the CGL Policy and the E&O Policy.

Subsection 3.3.2 Scope. The SAM Policy, at a minimum, shall provide coverage for: (i) direct and vicarious liability associated with sexual misconduct and abuse; (ii) acts and omissions by, among others, the officers and employees of the Program Manager; (iii) investigation, defense, and other legal and non-legal costs incurred by the District prior to any determination that an accused abuser is guilty; and (iv) payment of defense costs outside of (i.e., without reducing) the SAM Policy coverage limits. Without limiting any of its other obligations, the Program Manager shall comply with any and all risk management controls reasonably required by the insurer that issued the SAM Policy.

Subsection 3.3.3 Form and Duration. The District's preference is that the SAM Policy be written on an occurrence basis, although the District will accept a SAM Policy written on a claims-made basis if the Program Manager reasonably is unable to obtain the coverage written on an occurrence basis. However, notwithstanding anything to the contrary, if the SAM Policy is written on a claims-made basis: (i) the Program Manager must have the SAM Policy, as described herein, in full force and effect on or before the Effective Date; (ii) each renewal or replacement of the SAM Policy must have a retroactive date that is prior to the Effective Date; and (iii) as part of the material consideration to the District for entering into this Agreement, the Program Manager must contract for the SAM Policy to be in full force and effect, without any gaps in coverage, for whichever is the shorter of the following periods of time (in either case, the "SAM Coverage Period"): (i) for as long as the Program Manager remains in business and for a period of at least three years following the date the Program Manager ceases doing business; and (ii) for 25 years after final payment to the Program Manager pursuant to this Agreement. Without limiting the foregoing, if the claims reporting period applicable to, specified in, or determined pursuant to the SAM Policy, will expire prior to expiration of the SAM Coverage Period, then the Program Manager, at its cost, must obtain and provide satisfactory evidence to the District of either: (i) an endorsement to extend the claims reporting period until the date the SAM Coverage Period will expire; or (ii) a supplemental extended reporting period (i.e., tail) applicable to the SAM Policy as required to provide coverage until the date the SAM Coverage Period will expire. For purposes of this Section 3.3: (i) the Program Manager shall be deemed to have ceased doing business if it voluntarily winds down and terminates its business, or if as the result of insolvency or otherwise, the Program Manager's business is terminated involuntarily, pursuant to court order or otherwise; and (ii) the Program Manager shall be deemed to have remained in business notwithstanding any acquisition, purchase, merger, consolidation, or other reorganization of the Program Manager's business, and any and each such reorganized entity shall be deemed and construed to have assumed the Program Manager's responsibilities and liabilities pursuant to this Section 3.3, regardless of whether doing business under the name used by the Program Manager as of the Effective Date.

Section 3.4 Insurer Rating Standards. Except as the District may expressly agree in writing, the Program Manager's insurance policies required pursuant to this Agreement must be issued by one or more insurers licensed to do business in California and having an A.M. Best Company rating of not less than "A-" (A minus) and a financial size category of "VIII."

Section 3.5 Additional Insureds. Each policy of insurance that the Program Manager is required to have in effect pursuant to this Agreement, except for the WC Policy and the E&O Policy, shall provide (or be endorsed to provide) additional insured status to the District, the District Board and each individual member thereof, and the District's other officers, employees, representatives, and agents (collectively, not including the District, the "District Agents"). The additional insured endorsements must be ISO form CG 2010 11/85 or one or more alternative forms (e.g., stacking) approved in advance by the District. For purposes of this Section, and without otherwise limiting the District's discretion to determine an appropriate alternative to ISO form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable alternative to ISO form CG 2010 11/85.

Section 3.6 Waiver of Subrogation. With respect to the District, the District Agents, and each of them, the Program Manager hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the CGL Policy, the CAL Policy, and SAM Policy must provide (or be endorsed to provide): (i) a waiver of the insurer's rights of subrogation against each party having additional insured status pursuant to Section 3.5 herein and, as applicable, loss payee; and (ii) cross-liability rights (separation of insureds) for the insured and additional insured persons and entities. The WC Policy shall be endorsed to include a waiver of the insurer's rights of subrogation against the District and each of the District Agents.

Section 3.7 Program Manager Insurance is Primary. To the extent permitted by law, insurance policies required by this Agreement to be maintained by the Program Manager shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District Board or individual members thereof, or the District's other officers, employees, or agents. The CGL Policy and the CAL Policy must be endorsed to provide that they are so primary and non-contributory.

Section 3.8 Deductibles and Self-Insured Retentions. Prior to commencing the PM Services, the Program Manager must disclose in writing to the District any deductibles or self-insured retentions applicable to any of the insurance that the Program Manager must have in effect pursuant to this Agreement. Any such deductibles or self-insured retentions are subject to discretionary approval by the District. Upon request of the District, the Program Manager either: (i) must cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) must provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses. Any and each policy that is subject to a deductible or self-insured retention shall be endorsed to permit the District to pay or otherwise fund the deductible or self-insured retention in the event the Program Manager is the subject of any bankruptcy proceeding (whether voluntary or involuntary) or otherwise is unable to, or does not, pay or fund such amounts.

Section 3.9 Evidence of Coverage. Concurrent with execution and delivery of this Agreement, the Program Manager must provide to the District such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the Program Manager pursuant to

this Agreement are in effect (each a “Certificate of Insurance”), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent to the Program Manager commencing any of the PM Services pursuant to this Agreement. The Certificates of Insurance shall identify those who are to be named as additional insureds in accordance with this Agreement. The Certificates of Insurance must expressly require that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case, the insurer must provide notice to the District not less than ten days prior to cancellation. The Program Manager shall have an independent obligation to provide such notice to the District not less than thirty days prior to cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the Program Manager must provide notice to the District not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy to the effect that the insurer shall “endeavor” to provide such notice, or to the effect “that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives,” shall not be acceptable. The Program Manager must provide updated Certificates of Insurance to the District for each renewal of an insurance policy that the Program Manager is required to maintain pursuant to this Agreement.

Section 3.10 Review of Coverage. The District may at any time request that the Program Manager provide a complete and accurate copy of any or all policies of insurance to be maintained by the Program Manager pursuant to this Agreement, and the Program Manager must provide a copy of each requested policy to the District within fourteen days of the District’s request. The District shall review the insurance policies and associated Certificates of Insurance and endorsements to determine whether the Program Manager’s insurance complies with the requirements of this Part 3. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with this Part 3, shall be deemed or construed to relieve the Program Manager from any of its obligations in regard to such requirements. Notwithstanding anything else in this Agreement, any failure by the Program Manager to comply with such requirements of this Part 3 shall be deemed a breach by the Program Manager of its material obligations pursuant to this Agreement and not as a waiver of any such requirement.

Section 3.11 Subconsultant Insurance. The Program Manager shall require that each of its Subconsultants independently comply with all requirements of this Part 3 relating to insurance covering their activities for the benefit of the District, unless the District specifically approves in writing different standards or requirements that shall be applicable to any particular Subconsultant. The Program Manager shall require in its agreements with its Subconsultants that each Subconsultant be subject to, and that it comply with, the requirements set forth in this Part 3, except to the extent the District has approved any different standards or requirements applicable to any particular Subconsultant.

Section 3.12 Survival. With respect to insurance coverage that, in accordance with this Part 3, is to remain in effect for any period following completion of the Project, final payment to the Program Manager pursuant to this Agreement, and/or termination of the Agreement, the Parties’ respective rights, obligations, and liabilities pursuant to this Part 3 (including, without limitation, obligations and liabilities assumed by the Program Manager’s successors in interest) shall survive each and all of the completion of the Project, final payment to the Program Manager pursuant to this Agreement, and termination of the Agreement.

PART 4: INDEMNIFICATION BY PROGRAM MANAGER

Section 4.1 General Requirement. The Program Manager shall indemnify and hold harmless the District, the District Agents, and each of them, with respect to any and all claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses), and other liabilities of whatever nature (each a "Liability" and, if referring to more than one, the "Liabilities") to the extent those arise from, or are alleged to have arisen from, any negligence, recklessness, and/or willful misconduct of the Program Manager or any Subconsultant, or the officers, employees, agents, or other representatives of either (collectively, but not including the Program Manager, the "Program Manager Agents"). The scope of the Program Manager's obligations pursuant to this Section shall include, without limitation: (i) any disputes of any nature between Program Manager and any of its Subconsultants; and (ii) the injury or death of any person or the damage to any property in connection with performance of the PM Services by the Program Manager or any of the Program Manager Agents.

Section 4.2 Defense of District. The Program Manager shall defend the District, the District Agents and each of them, with respect to each claim, demand, action, and other proceeding that by allegation or implication is within the scope of the Program Manager's indemnification obligation pursuant to Section 4.1 of this Agreement. Each such defense of the District or any of the District Agents must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Program Manager, at no cost to the District or any of the District Agents.

Section 4.3 Limitation on Program Manager Obligations. The Program Manager shall not be obligated pursuant to Sections 4.1 and 4.2 of this Agreement to the extent any Liability results from the sole negligence, active negligence, or willful misconduct of the District or any of the District Agents, and, in such event, the Parties shall be responsible and liable on a comparative liability basis.

Section 4.4 Civil Code Section 2782.8 Not Applicable. The Program Manager hereby acknowledges and agrees that neither any design coordination or constructability review, nor any of the other PM Services required by this Agreement, constitute "design professional" services as contemplated by Civil Code Section 2782.8, and this Part 4 shall be interpreted accordingly.

Section 4.5 District Settlement of Disputes. Without jeopardizing or compromising any of its rights pursuant to this Agreement or as may be available in accordance with law, the District may settle any claim, demand, action, or other legal proceeding on terms reasonably determined by the District Board to be in the best interests of the District. Prior to settling, the District shall attempt to obtain the Program Manager's consent to each such settlement, and the Program Manager shall not unreasonably deny, delay, or condition its approval. If the Parties are unable to agree on the particular terms for settlement of any dispute, with the result that the Program Manager does not consent to the settlement, the District may nonetheless settle the dispute if the District Board has determined that the settlement will be in the District's best interests. No such settlement shall be deemed or construed to obviate, negate, limit, or otherwise circumscribe the Program Manager's obligations pursuant to this Part 4 other than the obligation in that particular situation to provide or continue a defense pursuant to Section 4.2 herein.

Section 4.6 Payment of Costs. The Program Manager shall reimburse to the District or, upon request of the District, the Program Manager shall directly pay, any and all costs, expenses, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the

Program Manager pursuant to the indemnity provisions of this Agreement. The Program Manager must pay each such amount not later than when the amount is due or within thirty days of receipt of a written invoice from the District requesting payment. Any and each late payment by the Program Manager shall accrue interest at the maximum legal rate.

Section 4.7 Insurance Not a Limitation. The obligations of the Program Manager pursuant to this Part 4 shall not be deemed or construed to be: (i) conditioned upon or in any other manner limited by the existence of any insurance maintained by any person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance coverage or proceeds.

Section 4.8 Subconsultant Indemnity. The Program Manager shall require that each of its Subconsultants independently comply with all requirements of this Part 4 related to indemnifying, holding harmless, and defending the District, unless the District specifically approves in writing some different standards or requirements that shall be applicable to any particular Subconsultant. The Program Manager shall require in its agreements with its Subconsultants that each Subconsultant be subject to, and that it comply with, the requirements set forth in this Part 4, except to the extent the District has approved any different standards or requirements applicable to any particular Subconsultant.

Section 4.9 Survival. With respect to any and all acts, omissions, and incidents that occur prior to termination of this Agreement, the Parties' respective rights and obligations pursuant to this Part 4 shall survive termination of this Agreement.

PART 5: DISPUTE RESOLUTION

Section 5.1 Notice and Opportunity to Cure. If a Party (as "Claimant") desires to claim, assert, or otherwise allege that the other Party (as "Respondent") has breached any of its material obligations pursuant to this Agreement, the Claimant may provide written notice thereof to the Respondent, specifying in reasonable detail the nature and extent of the alleged default ("Notice of Default"). If the Respondent has not cured the alleged default within twenty days after receipt of the Notice of Default, then the Claimant in its discretion may initiate the dispute resolution process described in Section 5.2 herein by giving notice to such effect ("Notice of Initiation") to the Respondent. The giving of a Notice of Default and allowing the period for cure of the alleged default in accordance with this Section 5.1 shall be a condition precedent to the Claimant exercising any available remedy in response to the alleged default, including, without limitation, initiation of informal dispute resolution pursuant to Section 5.2 herein. Nothing in this Agreement shall be deemed or construed to prohibit the Respondent from disputing that a default has occurred. Neither the giving of any Notice of Default, nor the initiation by the Claimant of any dispute resolution in connection with the alleged default, shall by itself operate to terminate this Agreement.

Section 5.2 Informal Attempts at Dispute Resolution. In each case that a dispute between the Parties arises out of this Agreement or the PM Services (each a "Dispute"), the Parties shall attempt as provided in this Section to resolve the Dispute as quickly and as amicably as possible, including, without limitation, any Disputes as to the meaning of any provision of this Agreement, the validity of any determination or calculation required pursuant to this Agreement, or the rights or obligations of the Parties pursuant to this Agreement. If the Dispute does not relate to an alleged default or is not of such nature that a Party may give a Notice of Default, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute ("Notice of Dispute"). Within a reasonable time, not in

excess of seven calendar days, after receipt of either a Notice of Initiation or a Notice of Dispute, the Parties shall commence attempts to informally resolve the Dispute as required pursuant to this Section. Such attempts shall include good-faith, reasonable, and diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions. The participation by a Party in such attempts to informally resolve a Dispute shall be a condition precedent to such Party exercising any available remedy in response to the Dispute. If, after diligently making the attempts required pursuant to this Section for at least twenty calendar days, the Parties cannot resolve a Dispute, either Party may give written notice to the other Party that the attempts have been unavailing and, therefore, have been terminated effective upon receipt of that notice by the other Party.

Section 5.3 Exercise of Available Remedies. If attempts to resolve a Dispute pursuant to Section 5.2 herein are terminated without the Dispute having been resolved to the satisfaction of either Party, the Party may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. In addition, however, if a Party fails to respond to, or participate in good faith in, any requests or requirements for resolution of the Dispute pursuant to Section 5.2 herein, the other Party, in its discretion and without needing to further comply with Section 5.2 herein, may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. However, in any case in which a Notice of Default has been provided pursuant to Section 5.1 herein, no such legal or equitable action may be initiated until the applicable period specified in Section 5.1 herein for cure of the alleged default has expired without the alleged default having been cured.

Section 5.4 Performance During Disputes. At all times while any Dispute is pending, each Party shall continue to fully perform its obligations pursuant to this Agreement. Notwithstanding the foregoing, a Party shall not be responsible for continued performance of its obligations pursuant to this Agreement to the extent a default or alleged default by the other Party makes such performance impossible, impractical, or patently unreasonable.

Section 5.5 Remedies Not Limited. In connection with any Dispute, and except as expressly provided in this Agreement, each Party may exercise any or all rights and remedies available pursuant to this Agreement and applicable law. No such available remedy shall be deemed or construed to be exclusive, and a Party may exercise any available remedy individually or in combination with any other available remedies.

PART 6: TERMINATION

Section 6.1 Termination Due to Expiration and Completion. Unless earlier terminated in accordance with this Part 6, this Agreement shall terminate upon: (i) expiration of the Agreement Term; and (ii) completion by the Program Manager of all PM Services assigned by the District to the Program Manager during the Agreement Term.

Section 6.2 District Termination Without Need for Cause. The District, in its sole discretion and without need for cause, may terminate this Agreement, with respect to some or all of the PM Services, by providing written notice of termination to the Program Manager. Such termination shall be effective on the date that is ten days following receipt of the notice of termination by the Program Manager, or as of such later date as may be specified in the notice of termination.

Section 6.3 District Termination for Breach of Warranties. If the District at any time reasonably determines that any of the representations and/or warranties of the Program Manager set forth in this Agreement are materially untrue or incorrect, the District shall have the right to terminate this Agreement immediately or at any time thereafter, without liability (including, without limitation, any liability for paying any further compensation to the Program Manager), and the Program Manager shall be liable to the District for any and all associated costs, expenses, and damages incurred by the District. The Program Manager's representations and warranties pursuant to this Agreement shall survive termination of this Agreement, regardless of whether at such time the Program Manager has completed any or all PM Services.

Section 6.4 District Termination for Cause. In addition to its rights pursuant to Section 6.3 of this Agreement, and subject to compliance with Sections 5.1 and 5.2 herein, the District may give the Program Manager written notice of the District's intent to terminate this Agreement for cause if the District reasonably determines that the Program Manager has failed to perform some or all of the PM Services in a satisfactory and timely manner, or has otherwise breached any of its material obligations pursuant to this Agreement. A termination given pursuant to this Section shall be effective immediately upon receipt by the Program Manager of the notice of termination or as of such later date as may be specified in the notice.

Section 6.5 Program Manager Termination for Cause. Subject to compliance with Sections 5.1 and 5.2 herein, the Program Manager may give the District written notice of the Program Manager's intent to terminate this Agreement for cause if the Program Manager reasonably determines that the District has breached any of its material obligations pursuant to this Agreement. A termination given pursuant to this Section shall be effective immediately upon receipt by the District of the notice of termination or as of such later date as may be specified in the notice.

Section 6.6 Compensation to Program Manager Upon Termination. Subject to all other provisions of this Agreement, in the event of any termination, in whole or in part, of this Agreement pursuant to Section 6.2 or 6.5 of this Agreement, and with respect to compensation payable by the District, the Program Manager shall be entitled only to: (i) compensation, in accordance with Section 1.5 of this Agreement, for PM Services satisfactorily performed prior to the effective date of the termination; plus (ii) reimbursement for expenses authorized in accordance with Section 1.6 and associated with PM Services satisfactorily performed prior to the effective date of the termination. In no event shall the Program Manager be entitled to recover any anticipated or other profit, overhead, termination costs, or other amounts attributable to: (i) PM Services that the Program Manager would have performed but for the termination; or (ii) the period following the effective date of the termination.

Section 6.7 Program Manager to Provide Copies of Service Documents. Not later than seven days following termination of this Agreement, in whole or in part, and regardless of the reason for termination, if any reason exists, the Program Manager shall provide, to the District, copies of all Service Documents relating to the terminated portion of the PM Services. Satisfaction of the Program Manager's obligations pursuant to this Section shall be a condition precedent to the District's obligation to pay any compensation or reimbursement to the Program Manager pursuant to Section 6.6 or any other provisions of this Agreement.

Section 6.8 Damages and Offsetting Amounts. Except as provided in this Part 6, neither Party shall be deemed or construed to have waived or released any rights to recover damages that the Party

incurred as a result of a breach by the other Party of its material obligations pursuant to this Agreement, and each Party shall be entitled to offset any and all such damages from amounts otherwise payable to the other Party pursuant to this Agreement.

Section 6.9 *Survival of Obligations.* The Parties' respective rights and obligations pursuant to this Part 6 shall survive completion or non-completion of PM Services, and termination of this Agreement.

PART 7: GIVING OF NOTICE

Section 7.1 *General Requirements.* Any and all notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Part 7.

Section 7.2 *Methods of Delivery.* Each Notice must be sent via: (i) registered or certified U.S. mail (postage pre-paid and return receipt requested); (ii) FedEx, UPS., or other reliable, private delivery service (with delivery charge prepaid or payable by sender, and name and signature of recipient obtained on electronic or other delivery receipt); or (iii) email transmission (with original of the Notice deposited into the U.S. mail, first-class postage prepaid, within twelve hours after transmission). Neither Party shall unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a breach by that Party of its material obligations pursuant to this Agreement.

Section 7.3 *Persons to Whom Notices Must be Sent.* Notices given to the District must be addressed and delivered to both of the District's representatives as specified in Exhibit "E" attached to this Agreement. Notices given to the Program Manager must be addressed and delivered to the Program Manager representative as specified in Exhibit E hereto. If a Party's address, person to whom attention should be directed, or email address changes from what is specified in Exhibit E hereto, the Party shall promptly inform the other Party of such change by giving Notice in accordance with this Part 7.

Section 7.4 *Additional Requirements for Giving Notice by Email.* As an additional condition to sending a Notice by email, the reference (or "re") line must indicate that it is a "Notice Per Agreement for PM Services." Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, and unless the sender has actual knowledge of the then-current email address of each intended recipient, the sender must call and verify the then-current email address of each intended recipient prior to sending the Notice, or must use some other method of delivering the Notice.

Section 7.5 *Effect of Receipt.* A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of email, "actual receipt" shall mean delivery to the recipient's email inbox. However, if any Notice (including, without limitation, any Notice sent by email) is delivered after 4:00 p.m. Pacific Time on any business day, or is delivered on any day that is not a business day, the Notice shall be deemed to have been given or served as of 9:00 a.m. Pacific Time on the next subsequent business day.

Section 7.6 *Applicability of Notice Requirements.* The requirements of this Part 7 shall not be deemed or construed to apply to: (i) communications between the District and/or the Program Manager

necessary for day-to-day administration of this Agreement or performance of the PM Services; or
(ii) service of process in accordance with any applicable law or rule of court.

PART 8: INTERPRETATION OF AGREEMENT

Section 8.1 Fair and Reasonable Interpretations. Each Party hereby acknowledges and agrees that, prior to execution and delivery of this Agreement, such Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of entering into this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether that Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 8.2 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define, or limit the meaning of any Part, Section, Subsection, or other provision herein.

Section 8.3 Recitals and Exhibits. Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement. In the event of any conflict between any provision in the main body of this Agreement and any provision in any of the Exhibits, the provision in the main body of this Agreement shall govern.

Section 8.4 Time Periods. In the absence of an express and applicable qualification, each reference in this Agreement to a specific number of days shall be construed to mean calendar days, not business days. Provisions in this Agreement specifying any number of hours, days, months, years, or other periods of time shall be interpreted to mean consecutive hours, days, months, years, or other periods of time. For purposes of this Agreement, the term “business day” means any day that is not: (i) a Saturday or Sunday; (ii) an official federal or State of California holiday; or (iii) with respect to the District’s administrative staff, a furlough day mandated by the State of California or the District Board.

Section 8.5 Integration. This Agreement constitutes the entire understanding and agreement between the Parties regarding the performance of the PM Services by the Program Manager, and any and all prior and contemporaneous discussions, negotiations, representations, understandings, and agreements regarding such subject matter, whether oral or written, are hereby superseded and of no force or effect.

Section 8.6 Modifications. This Agreement may be modified as agreed by the Parties from time to time, but only, in each case, by means of a written instrument that has been duly approved, signed, and delivered by both Parties.

Section 8.7 Waiver. A waiver by a Party of any provision of this Agreement shall be binding and enforceable only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party’s right at a later time to enforce the same or any other provision of this Agreement.

Section 8.8 Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with California law, notwithstanding any conflict of law, choice of law, or other provision in any federal, state, or other law or governmental requirement. Any and each action, arbitration, and other proceeding arising from this Agreement shall be initiated and conducted only in an appropriate court or other venue located in the County of Ventura, California.

Section 8.9 Correct Legal Requirements Deemed Included. Each and every provision required by any applicable law to be set forth in or incorporated into this Agreement is hereby deemed to be so set forth or incorporated, and this Agreement shall be construed and enforced as if all such provisions are so set forth or incorporated. If, for any reason, any provision required by California law to be set forth herein is not set forth herein, or is not correctly set forth herein, then, upon request of either Party, the Parties shall amend this Agreement to set forth, or to correctly set forth, such provision.

Section 8.10 Severability. If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, then, regardless of the reason for such determination, such determination shall not be deemed or construed to invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the remaining provisions and requirements shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

Section 8.11 Assignment. The PM Services shall be deemed and construed to constitute professional services. Therefore, the Program Manager shall not assign this Agreement or any of its rights pursuant to this Agreement, or delegate any of its obligations pursuant to this Agreement, without the advance written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 8.12 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes and benefit, and, except to the extent required by law, this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) provide a basis for any claim, demand, action, or other proceeding by any third party.

Section 8.13 Agreement is Public Record. Except as expressly provided in this Agreement: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with California law or otherwise.

(The remainder of this page intentionally left blank.)

PART 9: EXECUTION OF AGREEMENT

Section 9.1 Signatures and Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Although execution of this Agreement using DocuSign, Adobe Acrobat Sign, or similar technology is not hereby authorized, original signatures scanned into PDF format and delivered via email shall be valid and binding for purposes of executing this Agreement.

Section 9.2 Due Authority. Each person who has signed this Agreement on behalf of a Party shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

Oxnard Union High School District

Enter PM Company Name

By: _____

Print Name: Richard Urias

Print Title: Asst Supt Business Svcs

By: _____

Print Name: _____

Print Title: _____

Fed. Tax ID No: _____

District Board Approved: June 18, 2025

EXHIBIT "A"
SCOPE OF SERVICES

Please note: The District shall have the discretion to direct that the scope of the PM Services for any particular project include all or only some of the services described in this Exhibit A.

Except to the extent they are to be performed by a construction manager or other District consultant, the Program Manager shall provide the PM Services specified in this Exhibit A consistent with all other provisions of this Agreement. The specification of a service in any particular phase of the PM Services (e.g., pre-construction, construction and post-construction) does not mean that the same service will not be required during any other phase of the PM Services (e.g., public relations). The Program Manager shall provide all necessary and typical PM Services, including, but not limited to:

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PART 1. PRE-CONSTRUCTION PHASE SERVICES

- (a) **Design Coordination:** Assist the District in administrating and monitoring the design phase for the PM Services by providing the following services:
 - (1) Advise the District regarding compliance of the design of the PM Services with the approved PM Services Construction Budget.
 - (2) Advise the District regarding timely communication of design-review comments.
 - (3) Advise the District regarding implementation of design change orders and the impact of such change orders on the PM Services Total Budget.
 - (4) Attend design review meetings on a regular basis and as directed by the District.
 - (5) Prepare and reconcile cost estimates.
- (b) **Design and Constructability Review:** Review design documents, including, but not limited to, drawings and specifications, during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of construction delivery. However, nothing in this Agreement shall be deemed or construed to make the Program Manager responsible for matters that are within the scope of responsibility of any Architect or other design professionals employed by the District in connection with its facilities program. Review by the Program Manager shall be completed during the following phases of design: (i) Schematic Design; (ii) Design Development; (iii) Construction Documents; and (iv) Completion of Agency Review. Perform design and constructability review services, and provide information and recommendations, in accordance with the following:
 - (1) Recommend changes in design and construction systems or techniques in order to reduce construction duration and keep costs within the PM Services Construction Budget and PM Services Total Budget.
 - (2) Identify potential construction-phasing problems in the design for the PM Services and recommend solutions for such problems. Develop phasing strategy that will minimize time drawings are in plan-check by overlapping the submittal process (i.e., concurrent submittal to governmental agencies with approval authority) where possible under law and regulation.

- (3) Provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary PM Services facilities; and equipment, materials, and services for common use of contractors. Verify that the requirements and assignment of responsibilities are included in the proposed contract documents.
 - (4) Advise the District in regard to separation of work contemplated by the facilities program into separate projects. Advise regarding the method to be used for selecting contractors and awarding contracts. Identify potential contractors for District approval. Manage and coordinate the development of drawings and specifications with the Architect. Review drawings and specifications to ensure the work of the separate contractors is coordinated, all requirements for the PM Services have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized, and proper coordination has been provided for phased construction. Inspect, review, revise, and assure proper assembly and delivery of project manuals.
 - (5) Identify and assist in eliminating ambiguities in contract documents that may provide an opportunity for contractors to increase costs payable by the District.
 - (6) Improve building quality and processes by recommending and implementing clear and simple construction systems, techniques, and details.
 - (7) Review the reasonableness of the planned work sequence, coordination of the documents for the various trades (including, if applicable, bid packages), and schedules and timelines for performance of the work by the trades.
 - (8) Check construction schedules and phasing plans for adequacy of lead times for material and equipment procurement, emphasizing early procurement in order to avoid or minimize impacts of supply chain disruptions and price increases.
 - (9) Review site restrictions and adequacy of access, work areas, and disposal sites. Coordinate the moving, relocation, temporary housing, and storing of District property prior to construction.
 - (10) Confirm the accuracy of coordination between construction drawings, specifications, and other documents.
 - (11) Ensure that changes made during the design process are incorporated into final drawings and specifications and other appropriate documents.
- (c) **Cost Estimating:** Develop an independent construction cost estimate in accordance with the following:
- (1) The estimate shall consist of unit costs applied to the major items and quantities of work. Unit costs shall, in each case, adequately reflect the direct and current complete cost of the item and/or work, including, without limitation, labor, material, waste allowance, sales tax, mark-up, *et cetera*.

- (2) Fees and general conditions shall be specified as separate line-item costs.
 - (3) The estimate shall be prepared on the basis of specification section and summarized by Construction Specifications Institute category.
 - (4) The estimate shall specify separate line-item categories and totals for the building costs, site costs, and utilities costs.
 - (5) The estimate shall be priced out at current and reasonably anticipated market conditions, and shall incorporate all adjustments, as appropriate, relating to mid-point of construction, contingency, and cost index (e.g., Marshall-Swift).
- (d) ***Project Management Plan:*** In consultation with the Architect, the Program Manager shall prepare a plan, for each project, establishing the scheduling, phasing, sequencing, and other aspects of the construction, and the means, methods, and procedures for the completing the project (each a "Project Management Plan"), including, without limitation, addressing coordination of the architectural, inspection, other consultant and construction-related services. As part of preparing each Project Management Plan, the Program Manager shall evaluate the relevant construction market and the District's scheduling and budgetary goals, as the basis for developing and recommending to the District one or more alternative approaches to delivery of the project. The Project Management Plan shall set forth recommended strategies for purchasing, scheduling, and construction, and shall include the bases and rationale for all of the following PM Services to be provided by the Program Manager:
- (1) Construction Scheduling: Develop a detailed design and construction critical-path that specifies the components of the work, including phasing of construction, times of commencement and completion required of each contractor, ordering and delivery of long-lead items if any, and the occupancy requirements of the District (each a "Master Construction Schedule"). A Master Construction Schedule shall include key milestones to be accomplished, including completion dates for the Architect's and any other consultant's design activities and completion date for construction as specified or agreed by the District.
 - (2) Permitting and Inspections: Assist the District in obtaining all necessary permits and other authorizations, including without limitation, building, grading, occupancy, and any special permits. Accompany governmental officials (e.g., California Department of Education, California Department of General Services - Division of State Architect ("DSA"), Fire Marshal, Health Department, *et cetera*) during inspections, assist in preparing and submitting proper documentation to approving agencies, and assist in final testing and other necessary and reasonable activities in regard to obtaining all necessary permits.
 - (3) Bid and Contract Document Preparation: Recommend methods and procedures for selection of contractors and awarding contracts, including, as applicable, assisting with development of bid documents (if applicable) and contract documents, including, without limitation, dividing the work into trade or bid packages. Expedite preparation and issuance of bid documents and contract documents, and ensure compliance with requirements for advertising or otherwise distributing notice of contracting

opportunities. Assist in preparation of construction contracts in coordination with District, Architect, and District legal counsel.

- (4) Generate Contractor Interest: Establish lists of qualified contractors that potentially could bid or otherwise be considered as an awardee of the construction contract. Develop contractor interest in the project and maintain contact with potential awardees on a regular basis throughout the bid period. Conduct telephone campaign to stimulate and maintain contractor interest in the project, including, among others, by Disabled Veteran Business Enterprises. Ensure that potential awardees within District boundaries are made aware of contracting opportunities. Coordinate and respond to contractor inquiries and assist potential awardees to ensure familiarity with minimum contract requirements. The Program Manager's activities pursuant to this paragraph shall be conducted in a manner that complies with applicable laws, and avoids creating any conflict of interests or unfair advantage for any potential awardee.
- (5) Pre-Bid Conferences: Conduct the pre-bid conferences as required by contract or law to familiarize contractors with project parameters, specific project requirements, bid or contract documents, management techniques, special systems, materials or methods, and Labor Code requirements. Require sign-in of each person who attends the conference, and note each person who does not attend the entirety of the conference. Prepare attendance sheets and meeting minutes and distribute to the District, Architect, and other District consultants.
- (6) Review of Bid and Contract Documents: Review proposed bid and contract documents (including, without limitation, addenda) to ensure coordination, and resolve discrepancies, ambiguities and other issues. Ensure timely distribution of addenda and other project-related information, as necessary and appropriate.
- (7) Bid/Proposal Review and Follow Up: Review and analyze bids and proposals for responsiveness, compliance, and pricing. Assess responsibility of bidders and proposers. Schedule and conduct post-bid or other follow-up calls or meetings with contractors. Collect post-bid and post-award information and documentation to be provided by contractors. Prepare summaries of bids and proposals, and recommendations for award of contracts.
- (8) Rebidding: Assess whether rebidding or otherwise repeating the procurement process is required or prudent, and assist in preparing necessary and/or appropriate revisions to scope and/or quality of work to reduce the construction costs or meet other project-related goals. Assist with the rebidding or other procurement processes.
- (9) Procurement: Identify and review sources of supplies and services. Work with contractors in regard to scheduling procurement of long-lead time items, capital equipment, and fixtures. Coordinate and expedite delivery, storage, and security of procured items.
- (10) Temporary Facilities: Work with contractors as necessary to coordinate temporary facilities and equipment, materials, and services for use of the contractors.

- (11) Safety Programs: Ensure that contractors develop, provide, and fully implement safety programs, as required by law, including, but not limited to, CAL-OSHA requirements. Require that contractors provide written certification that required safety programs are in place and effective prior to initiating work. Require contractor to confirm, in writing, as a condition of submitting monthly payment requests, that contractor has continuously administered and enforced its published safety program throughout the preceding month, including any required safety meetings. Monitor each safety program to ensure continuous implementation.
- (12) Consultant Services: Provide input to the District, at District's request from time to time, in connection with the District's selection, retention, and coordination of the professional services of special consultants, including, without limitation, inspectors, surveyors, and testing laboratories.
- (13) Meetings: Participate in regular meetings with the District, Architect, and District consultants in regard to the projects. Prepare and distribute meeting minutes as requested. Attend public meetings as required by the District, including, without limitation, meetings of the District Board.
- (14) Logistics: Prepare logistics plan that addresses such basic issues such as parking, construction staging, and access. Coordinate logistics plan with phasing of the work in order to address logistics issues as they evolve over time. Consult with the District's staff so that logistics plan is consistent with the requirements of all campus activities.
- (15) Quality Assurance Program: Assist Architect in developing and managing a Quality Assurance Program to ensure contractor compliance with construction plans, specifications, and other applicable requirements.
- (16) Cost Controls: Prepare, recommend, and implement approved methods to budget and track all project expenditures. Generate monthly budget reports and distribute to District and Architect.
- (17) Authorities Having Jurisdiction: Assist the District and Architect as necessary with coordination and processing of information and paperwork with the Office of Public School Construction, DSA, Department of Industrial Relations, and other applicable public agencies and utilities.
- (18) Communications: Prepare written communications and/or attend meetings of the District Board, as requested by the District, to provide updates on the progress and status of the projects.
- (19) Public Relations: Assist with public relations related to projects, including, but not limited to, preparation of information and attending internal and public meetings as required, including site meetings. Assist the District with respect to any complaints, questions, safety issues, noise problems, dust problems, et cetera.

PART 2. CONSTRUCTION PHASE SERVICES

- (a) **Construction Oversight:** Provide construction supervision, administration, oversight, and coordination for the projects and all associated contracts associated, including, but not limited to, the following:
- (1) Master Construction Schedule: Implement, maintain, and monitor contractor compliance with the Master Construction Schedule. Revise the Master Construction Schedule as necessary to avoid or minimize delays. Regularly update the Master Construction Schedule to accommodate then-current conditions, reissue, and re-distribute the Master Construction Schedule.
 - (2) Pre-Construction and Construction Meetings: Conduct pre-construction orientation conferences to orient the contractors to the various reporting procedures and site rules prior to commencement of construction. Coordinate and conduct regular job-site progress and construction meetings with contractors. Prepare attendance sheets and minutes of all meetings, except for those meetings for which the Architect will prepare the minutes, and distribute to the District, Architect, and other District consultants.
 - (3) Contract Submittals: Obtain certificates of insurance, bonds, certifications, and other contract documents from contractors. Review those documents for completion and adequacy, and forward them to the District.
 - (4) Plan Submittals and Requests for Information ("RFIs"): In conjunction with the Architect, establish and implement procedures for submittal, review, and, as applicable, return or approval of shop drawings, RFIs, samples, product data, change orders, payment requests, material delivery schedules, *et cetera*. Develop and maintain submittal log to ensure that all submittals are timely reviewed and approved. Coordinate the dissemination of any information regarding submittals, consult with the Architect and the District regarding RFIs, and assist in resolution of questions that arise. Develop and maintain RFI logs, and make reasonable efforts to ensure that all RFIs are timely reviewed and processed, and that responses to RFIs are timely issued.
 - (5) On-Site Records: Implement a comprehensive document management system. Maintain at each project site, on a current basis: (i) a record copy of all contracts, drawings, specifications, addenda, change orders, and other modifications, in good order and marked to record all changes made during construction; (ii) shop drawings, product data, samples and other submittals; (iii) records regarding materials and equipment incorporated into the work; and (iv) copies of all applicable handbooks, maintenance and operating manuals and instructions, and other project-related documents. Make all such records available to the District, Architect and inspector of record. Upon Final Completion, deliver all such records to the Architect for purpose of completing as-built drawings.
 - (6) Staging and Mobilization: Assist as necessary with the contractors' delivery, set-up, and removal of temporary facilities, services, and other items, as needed to avoid delays in construction.

- (7) Stormwater Management: Assist the District in executing its responsibility to comply with applicable laws, rules, and regulations related to stormwater control and management, including the requirements of the applicable National Pollution Discharge Elimination System (i.e., "NPDES") permit and Storm Water Pollution Prevention Plan (each a "SWPPP"). When required, ensure the preparation and filing of a Notice of Intent with the Regional Water Quality Control Board. Ensure development and enforcement of erosion and sediment control measures when required by applicable laws, rules, and regulations.
- (8) Testing and Inspections: Coordinate all testing and inspections with the District, Architect, inspector of record, special inspector or consultant, and/or contractor as applicable. Assist in selecting special consultants and/or testing laboratories. Review and comment regarding all testing and inspection reports.
- (9) Labor Compliance: Assist the District and its consultant(s) in executing labor compliance responsibilities in accordance with Labor Code Section 1771.5 and other provisions of law, including, but not limited to, Section 16100 of Title 8, Division 1, Chapter 8, Subchapter 3, Article 3 of the California Code of Regulations.
- (10) Contract Administration: Administer each construction contract and endeavor to achieve satisfactory performance from the contractors. Provide management and related services as necessary to coordinate work of the contractor with the activities and responsibilities of the Architect and District, in order to ensure completion of work in accordance with the contract documents. Provide sufficient qualified and experienced personnel and management to adequately carry out the requirements of this Agreement.
- (11) Correspondence: Prepare and send correspondence to contractor and other parties in regard to work-related matters. Assist District legal counsel with respect to correspondence and other efforts relating to bid, contracting, construction, and other issues and disputes.
- (12) Safety Programs: Review the safety programs developed by the contractor, to ensure coordination of safety programs and compliance with law. The Program Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of contractors, subcontractors, or any other persons not directly employed by the Program Manager.
- (13) Observation of Construction: Assist the inspector of record in observing the construction and ensuring that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately, and are in compliance with the contract documents for the work. Report to the District and the Architect regarding the Project Manager's observations of construction. Diligently endeavor to guard against defects and deficiencies in the work and advise the District, the Architect, and the inspector of record regarding any deviations, defects, or deficiencies in work. These responsibilities do not make the Program Manager responsible for duties and responsibilities of any inspector of record or contractor.

- (14) Review Construction Progress: Maintain a daily log containing record of weather, contractors working on site, number of workers, work accomplished, problems encountered, photographs, other relevant data, and additional data as specified by the District or appropriate to the circumstances. Make the log available to the District on a regular basis and upon reasonable request. Prepare, update, and distribute construction schedules on a regular basis to maintain the Master Construction Schedule. Assign percentage-complete values based on actual observation and evaluation of construction progress. Report actual construction progress as compared to scheduled milestones and specifically note any variances. Report problems encountered in accomplishing the work and recommend appropriate action to resolve problems with minimum adverse effect on project cost or schedule. Assist contractor in preparing recovery schedules, which shall detail costs of the corrective actions and specific efforts to recapture lost time. Distribute approved recovery schedules to contractors, the District, Architect, inspector of record, and other appropriate parties.
- (15) Non-Conforming Work: Review contractor recommendations for corrective action in regard to work that does not conform to contract documents or other legal requirements. Make recommendations to the District, the Architect, and inspector of record with respect to non-conforming work. Assist inspector of record in ensuring and verifying that authorized corrective action is properly incorporated in the work. Report to the District and the Architect regarding status of non-conforming work and related corrective measures. These responsibilities do not authorize the Program Manager to approve, on behalf of the District, any contractor recommendations for corrective measures.
- (16) Contract Prerogatives: Advise and make recommendations to the District in regard to exercise of contract prerogatives as necessary to achieve compliance with contract, such as giving notice to accelerate the progress of construction when the schedule goals are in jeopardy, withholding payment for cause, *et cetera*.
- (17) Evaluate and Develop Change Orders: Assist the Architect in evaluating the contractor proposals for change orders and costs thereof, and make recommendations to the District and Architect regarding the acceptance of proposed change orders. Assist the District and Architect in preparing proposed change orders and determining the effect on project costs. Assist the District and the Architect in negotiating change order costs and time extensions.
- (18) Implement and Manage Change Orders: Manage the change order process to include preparing or responding to requests for change orders, preparing independent estimates, negotiating changes, and documenting all changes. Ensure that no instructions are issued to any contractor contrary to the District instructions or contrary to any contract between the District and the Architect, Program Manager, contractor, or other party. Ensure that no changes to construction contracts shall occur except by change order duly executed by the District. Ensure that contractors are aware that, in the absence of a duly-executed change order, no communication between the District, Program Manager, contractor, and/or other party shall be binding on the District or release the contractors from any contract obligations.

- (19) Change Order Reports: Maintain a log of all change orders. Prepare and distribute change order reports on a regular basis during construction. The change order reports shall include information pertaining to proposed and executed change orders and the effect on project costs and scheduling.
- (20) Construction Cost Updates: Update estimates of construction cost during course of construction to incorporate approved changes in the work, delays, cost increases and other matters as they occur, and distribute updated estimates to the District and the Architect.
- (21) Work Status Reports: Prepare and distribute on a regular basis reports on the status of the work. Ensure contractors complete and provide verified reports as required pursuant to Title 24 of the California Code of Regulations.
- (22) Daily Reports: Collect, review, and maintain the contractor's daily reports.
- (23) Schedule of Values and Requests for Payment: Review and approve the contractor's schedule of values for each activity included in the contractor's schedule of events. Develop and maintain a master schedule of values. Review payment requests and related issues, and make recommendations to the District and the Architect regarding payments to contractors based on completed work and contract requirements. Obtain Architect certification of invoices. Obtain, review, approve, and forward to District all required unconditional and conditional waivers and releases.
- (24) Start-Up and Testing: Ensure proper installation of utilities, systems and equipment, and, in conjunction with the Architect and the District, verify readiness for operations. Assist with initial start-up and testing of utilities, systems, and equipment.
- (25) Punch Lists: Develop punch lists in conjunction with the Architect and inspector of record. Issue punch lists to the contractor, and schedule and monitor corrections of punch list items. Upon completion of all corrective action, coordinate and perform a final comprehensive review of the work in conjunction with the Architect and the inspector of record, prepare and submit a report to the District specifying whether the Program Manager and the Architect have determined that all of the work is acceptable and conforms with the contract documents, and make recommendations regarding filing of Notices of Completion and making final payments to contractors.
- (26) Move In: Coordinate and assist with District furnishing and taking occupancy of completed work.
- (27) Contractor Claims and Disputes: Obtain and review copies of any and all notices of claims and claims by contractors, and maintain records and otherwise assist the District and its legal counsel with respect to processing, negotiations, mediation, arbitration, or other resolution of claims and disputes. Timely provide detailed information relating to claims as the Program Manager deems relevant and/or as may be requested or deemed relevant by the District, Architect, or other District consultant. In conjunction with the Architect and District legal counsel, timely evaluate each claim in accordance with contract requirements and applicable law, and report to the District in regard to validity

of claims. Timely analyze and report in written narrative form to the District regarding cost and time impacts of claims, including, if applicable, impact on the Master Construction Schedule, and recommend possible reasonable alternative resolutions of claims. Negotiate or assist in negotiating claims, and make recommendations in regard to settlement or other appropriate action.

- (28) Public Records: Respond or, as appropriate, assist the District in responding, to requests for public records made pursuant to the California Public Records Act.

PART 3. POST-CONSTRUCTION PHASE SERVICES

- (a) Provide all necessary, normal and usual post-construction services, including, but not limited to, the following:
- (1) Warranties and Guarantees: Collect and review all written or printed contractor and manufacturer warranties and guarantees, and related materials. Coordinate, schedule, and monitor warranty and guarantee work following Final Completion as required by this Agreement.
 - (2) Other Documentation and Items: Collect and review for completeness all operations and maintenance manuals provided by contractors and equipment suppliers. Collect and review all other written materials, including, without limitation, affidavits and releases, and provide to the District in the same format as above. Collect and provide to the District any and all keys, special tools, attic stock, and other items required by the contract or typically to be provided in connection with the work.
 - (3) Formatting: Provide all documentation described in paragraphs (1) and (2), above, to the District: (i) in two identical sets of three-hole binders, with labels on the outside, and including a table of contents and dividers between items; and (ii) in pdf format on USB flash drive, the contents of which shall be identical to the contents of the three-hole binders.
 - (4) Training: Coordinate and schedule training for the District's staff in regard to operation and maintenance of all building and other systems.
 - (5) As-Builts: Coordinate, supervise, and expedite preparation and provision by contractors of "as-built" documents and make recommendations for adequate withholding of retention in the event any contractor fails to provide acceptable as-built documentation.
 - (6) Final Reports: Prepare final accounting and close-out of all matters included in the regular or special reports prepared and submitted during the pre-construction and construction phases, including, without limitation, narrative summaries, for historical purposes, of any items that reasonably are not self-explanatory.
 - (7) Close-Out: Assist the District and the Architect with project close-out, including, without limitation, obtaining DSA close-out certification.

- (8) Audits: Assist the District and the Architect, on an open-book basis, with any audits of the PM Services that are initiated within applicable records-retention period(s) pursuant to this Agreement or applicable law.

EXHIBIT "B"
PROGRAM MANAGER COMPENSATION

A. Full and All-Inclusive Compensation. In exchange for full and satisfactory completion of PM Services, the District shall compensate the Program Manager as provided below in this Exhibit B. Such compensation shall be deemed and construed to: (i) be all-inclusive, full and final compensation to the Program Manager for PM Services that it satisfactorily performs; and (ii) compensate the Program Manager for any and all overhead, profit, and other amounts associated with performance of the PM Services.

B. Compensation Method. The District shall compensate the Program Manager, based on an annual contract amount, paid quarterly in equal installments, based on the fee schedule or project cost(s) determined through the RFQ process. Invoices are payable Net30 days after approval of each invoice. Should an invoice include charges that require clarification, the Net30 day timeline will start after clarification is given and the invoice is approved by the authorized OUHSD representative.

EXHIBIT "C"
CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS

District: Oxnard Union High School District

Program Manager: Enter PM Company Name

Agreement: Agreement for PM Services dated June 18, 2025

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly authorized representative of the Program Manager and, in that capacity, has executed this certification on behalf of the Program Manager;
- (ii) The Program Manager has fully complied with the requirements of the Agreement relating to employee background checks, including, without limitation, with respect to employees of any Subconsultants that the Program Manager has been authorized in accordance with the Agreement to use in connection with the performance of the PM Services;
- (iv) All of the officers, employees, agents, and other representatives of the Program Manager and its Subconsultants who will enter in or upon any operational District school, or be in the vicinity of any operational District school, in connection with the PM Services are identified on the Attachment(s) to this certification;
- (v) None of the persons identified on the Attachment(s) to this certification have been convicted of a violent or serious felony as defined in Subdivision (c) of Education Code Section 45125.2; and
- (vi) Except for the persons identified on the Attachment(s) to this certification (and except for persons identified on attachment(s) to other certifications using this form that the Program Manager has submitted to the District in connection with the PM Services), the Program Manager shall not suffer or permit any officers, employees, agents, or other representatives of the Program Manager or any of its Subconsultants to enter in or upon any operational District school, or to be in the vicinity of any operational District school, in connection with the PM Services.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THE PROGRAM MANAGER MUST ATTACH THIS CERTIFICATION TO THE LIST(S) OF EMPLOYEES PREPARED USING THE FOLLOWING ATTACHMENT SHEET.

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – ATTACHMENT SHEET

Program Manager: Enter PM Company Name

Page ____ of ____

Instructions

- (1) For each employee, insert all required information (as specified in the table below) in one row of the table.
- (2) In the “Driver License/Identification” column in the table below: (i) specify the number of the employee’s driver’s license or, if the employee does not have a driver’s license, the number of the employee’s state-issued identification; and (ii) specify the state that issued the driver’s license or identification.
- (3) If identifying more than ten employees: (i) use copies of this Attachment to identify the additional employees; and (ii) on each such copy, specify the page number and total number of pages where indicated at the top-right of each Attachment Sheet.

	Employer (Company)	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/Identification #
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

PLEASE NOTE: INFORMATION ENTERED ABOVE IS PRESUMED TO BE EXEMPT FROM DISCLOSURE PURSUANT TO THE CA PUBLIC RECORDS ACT.

EXHIBIT "D"
LABOR CODE REQUIREMENTS

1. *Applicability of Requirements.* As provided in Section 2.9 of the main body of this Agreement, the requirements of this Exhibit F shall apply only to the extent the performance of the PM Services is subject to the Labor Laws. Despite the fact that the provisions of this Exhibit F are set forth in mandatory terms, the Program Manager shall: (i) determine whether and to what extent the Labor Laws apply to the PM Services; and (ii) inform the District as to whether and to what extent the Labor Laws are applicable to the PM Services. If the Labor Laws are to any extent applicable to the performance of the PM Services, the Program Manager shall comply with all applicable provisions of the Labor Laws, regardless of whether those provisions are set forth or referenced in, or properly set forth or referenced in, this Agreement.

2. *Compliance with Labor Code Requirements.* The projects for which the Program Manager will provide services are each a "public works project" as defined in the Labor Laws. The Program Manager must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Laws, including, without limitation, those that require the payment of prevailing wage rates and registration with the DIR. The Program Manager hereby acknowledges that the PM Services will be subject to compliance monitoring and enforcement by the DIR. The Program Manager, at no additional cost to the District, must: (i) comply with any and all applicable requirements of the Labor Laws, including, without limitation, requirements for payment of "prevailing wages," inspection and submittal (electronically, as required) of payroll records, interviews of worker(s), *et cetera* as are applicable to the PM Services; (ii) ensure that any and all Subconsultants are aware of and comply with applicable provisions of the Labor Laws; (iii) with respect to Labor Laws compliance matters, cooperate with the DIR, the District and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the PM Services, including, without limitation, postings required by DIR regulations. A consultant or subconsultant that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the PM Services. Wage rates shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District's principal office and posted by the Program Manager at the Service Locations. The District will withhold payment to the Program Manager necessary to satisfy civil wage and penalty assessments issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Agreement, and the Program Manager shall be solely responsible for compliance therewith:

- (i) Section 1735 (Anti-Discrimination Requirements);
- (ii) Section 1775 (Penalty for Prevailing Wage Rate Violations);
- (iii) Section 1776 (Payroll Records);
- (iv) Sections 1777.5, 1777.6 and 1777.7 (Apprenticeship Requirements);
- (v) Sections 1810 through 1812 (Working Hour Restrictions);
- (vi) Sections 1813 and 1814 (Penalty for Failure to Pay Overtime); and
- (vii) Section 1815 (Overtime Pay).

3. *Requirements for Payroll Records.* The Program Manager must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the

DIR's Division of Labor Standards Enforcement, and the DIR's Division of Apprenticeship Standards ("DAS"). The payroll records must be certified, maintained at the principal offices of the Program Manager, and made available as required by Labor Code Section 1776. The Program Manager must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. The Program Manager that fails to timely comply with requests for certified payroll records, shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Program Manager of certified payroll records also shall be a condition precedent to the District's obligation to make any payments to the Program Manager pursuant to this Agreement.

4. Penalties for Violations of Prevailing Wage Laws. In accordance with Section 1775 of the Labor Code, the Program Manager shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than prevailing wage rates as determined by the DIR Director. The Program Manager shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

5. Requirements for Contractor Registration. Generally, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Sections 1725.5 and/or 1771.1. In addition, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

6. Registration Requirements Applicable to PM Services. The DIR registration requirements shall apply to this PM Services only if the PM Services include construction, alteration, demolition, installation, or repair, and the total cost of the PM Services exceeds \$25,000, or if the PM Services is for maintenance work, and the total cost of the PM Services exceeds \$15,000. If the DIR registration requirements apply, the Program Manager shall be responsible for ensuring that it and all Subconsultants are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the PM Services: (i) the Program Manager must complete, execute, and submit to the District the "Certification Regarding Contractor Registration" form set forth on the following page of this Exhibit D. The Program Manager shall be responsible for monitoring the registration status of its Subconsultants at all times during the course of the PM Services. In the event the Program Manager or any Subconsultant is or becomes not duly registered (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Agreement and/or replace the Program Manager or Subconsultant, as the case may be, with a consultant or subconsultant that is duly registered pursuant to Labor Code Section 1725.5.

CERTIFICATION REGARDING CONTRACTOR REGISTRATION

District: Oxnard Union High School District

PM Services:

Program Manager: Enter PM Company Name

Agreement: Agreement for PM Services Dated June 18, 2025

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) I am a duly authorized representative of the Program Manager identified above and, in that capacity, I have executed this certification on behalf of the Program Manager.
- (ii) Any capitalized terms used, but not defined, in this certification shall have the meanings set forth in the Agreement referenced above.
- (iii) The Program Manager is aware and acknowledges that the PM Services will be provided in connection with "public work" and that requirements for registration with the DIR pursuant to Labor Code Section 1725.5 and/or 1771.1 are applicable to the PM Services.
- (iv) The Program Manager is aware and acknowledges that, if at any time during the Agreement Term the Program Manager or, if applicable, any of its Subconsultants are not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Agreement and/or replace the Program Manager, or require replacement of each such Subconsultant, with a consultant or subconsultant, as the case may be, that is duly registered pursuant to Labor Code Section 1725.5, and the Program Manager shall be responsible for any and all associated costs incurred by the District.
- (v) Attached to this certification is evidence (in the form described in the note below) that the Program Manager and, if applicable, each Subconsultant are duly registered with the DIR pursuant to Labor Code Section 1725.5.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

NOTE: THIS CERTIFICATION MUST BE ACCOMPANIED BY PRINTOUTS OF THE APPLICABLE SCREENS ON THE DIR WEBSITE EVIDENCING THAT THE PROGRAM MANAGER AND, IF APPLICABLE, EACH SUBCONSULTANT IS CURRENTLY REGISTERED PURSUANT TO LABOR CODE SECTION 1725.5.

EXHIBIT "E"
PROGRAM MANAGER AND DISTRICT REPRESENTATIVES

Program Manager

The Program Manager Representative, for purposes of both Section 2.2 (i.e., designating the Program Manager Representative) and Part 7 of the main body of this Agreement (i.e., Notices), his or her contact information is as follows:

Enter PM Company Name
Attn: Enter Representative Name, Enter Representative Title
Enter Street Address
Enter City, CA Zip
Email: Enter PM Representative Email

District

The District representatives, for purposes of Part 7 of the main body of this Agreement (i.e., Notices), and their respective contact information are identified below. A copy of each Notice given to the District must be sent to both of the District representatives as follows:

Oxnard Union High School District
Attn: James Ketcham, Director Bond Project
and Workforce Housing
1800 Solar Drive
Oxnard, CA 93030
Telephone: 805-385-5871
Email: james.ketcham@oxnardunion.org

Oxnard Union High School District
Attn: Deanna Rantz, Director of Purchasing
1800 Solar Drive
Oxnard, CA 93030
Telephone: 805-385-2519
Email: deanna.rantz@oxnardunion.org

Oxnard Union High School District
Attn: Brittany Villasenor, Director of Facilities,
Maintenance, and Operations
1800 Solar Drive
Oxnard, CA 93030
Telephone: 805-385-2518
Email: brittany.villasenor@oxnardunion.org

Oxnard Union High School District
Attn: Richard Urias, Asst Supt Business
Services
1800 Solar Drive
Oxnard, CA 93030
Telephone: 805-385-2512
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The District representatives, for purposes of administration of this Agreement and the PM Services, are as follows:

Name and Title (Primary): James Ketcham, Director Bond Project and Workforce Housing, is the primary District contact person with respect to administration of this Agreement.

Name and Title (Secondary): Brittany Villasenor, Director of Facilities, Maintenance, and Operations, is the secondary District contact person in the event the primary contact is unavailable or in other extraordinary circumstances.

Name and Title (Tertiary): Richard Urias, Assistant Superintendent of Business Services or Deanna Rantz, Director of Purchasing, are the tertiary District contact person(s) in the event the primary and secondary contacts are unavailable or in other extraordinary circumstances.