AGREEMENT FOR PROGRAM/PROJECT MANAGEMENT SERVICES

LAKE TAHOE UNIFIED SCHOOL DISTRICT

WITH

_____

FOR

MEASURE U BOND PROGRAM

_____, 2025

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AGREEMENT FOR PROGRAM/PROJECT MANAGEMENT SERVICES

This Agreement for Program/Project Management Services ("Agreement") is made as of _____, 2025, between the Lake Tahoe Unified School District, a California public school district ("District"), and _____ ("PM") (both collectively "Parties"), for District's Measure U Bond Program ("Program").

The PM will administer certain Projects, as designated by the District, by providing oversight and coordination.

PM shall render services and furnish the work as described herein, including acting as District's agent , commencing upon execution of the Agreement and provision of the required insurance certificates and endorsements.

PM may provide services for multiple Projects. Any one of the Projects may be changed, including terminated, as indicated herein, without impacting PM's performance of services for another Project. The provisions of this Agreement shall apply to each Project without regard to the status of the remaining Project(s). PM shall invoice for each Project separately and District shall compensate PM for each Project separately on a proportionate basis based on the level and scope of work completed for each Project.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

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

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

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

1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by District's construction Contractor on a Conforming Set.

1.1.4 **Board:** District's Board of Education and/or the County Administrator.

1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.

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

1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

1.1.8 **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the PM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of District.

1.1.9 **Construction Manager:** May refer to third party providing construction managements services to District.

1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the PM.

1.1.11 **Contractor:** One or more licensed and registered contractors under contract with District for construction of all or a portion of the Project.

1.1.12 **Design Team:** The Architect(s) that District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.

1.1.13 **DIR:** California Department of Industrial Relations.

1.1.14 **District:** The Lake Tahoe Unified School District.

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

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

1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in PM's fee.

1.1.18 **Fee:** The PM's Fee is defined in Section 7.1, payable as set forth in Article 7 and in **Exhibit D.**

1.1.19 **Program:** District's Measure U Bond Program.

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

1.1.21 **Program/Project Manager, PM:** The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the PM.

1.1.22 **Project(s):** The Projects identified in District's Measure U Bond Program.

1.1.23 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the Project site whose primary responsibility will be to insure that the Project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.

1.1.24 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.

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

ARTICLE 2. Term

2.1 **Term:** This Agreement shall become effective on _____, 2025, and, except as otherwise provided herein, will continue in effect until _____, 20__.

2.2 **Option to Renegotiate:** During the five year term of this Agreement, District shall have the option to renegotiate PM's staffing, scope and fee, on an annual basis. The first option to renegotiate vests on or about _____, 20__.

ARTICLE 3. Scope, Responsibilities and Services of PM

3.1 **Scope:** PM shall provide the Services described herein and under **Exhibit A** for the Project.

3.2 **Standard of Care:** PM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom PM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for Projects of the type, scope, and complexity of the Project. District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that PM has complied, nor in any way relieve the PM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.

3.3 **Coordination:** In the performance of PM's services under this Agreement, PM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of District's Design Team, the Project Inspector, and the third-party Construction Manager(s), if any.

3.4 **Other Consultants:** If the PM employs sub-consultant(s), the PM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.

3.5 **PM as District Representative:** PM will act as District's agent to render the Services and furnish the work as described in **Exhibit A**, commencing with the receipt of a written Notice to Proceed signed by District Representative. PM's services will be completed in accordance with the schedule attached as **Exhibit C**.

3.6 **Review of District's Facilities Master Plan:** PM will review District's Facilities Master Plan for District and other written materials District makes available by District to PM to understand fully the nature, extent and intent of the Facilities Plan and the Project.

3.7 **Review of Measure U:** PM will review written materials made available by District to PM that relate to Measure U to fully understand the extent of funding available to implement District's Master Facilities Plan for District, the anticipated schedule for issuance of Bonds under Measure U relative to the anticipated design, bidding and construction of projects.

3.8 **Conflicts of Interest Prohibited:**

3.8.1 PM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, PM hereby certifies that no current District official or employee of District, and no one who has been a District official or employee of District within the past two years has participated in bidding, selling or promoting this Agreement. PM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.

3.8.2 PM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by District in connection with any Project covered by this Agreement: Design Professional, IORs or Test/Inspection. If PM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a Project, PM shall affirmatively and unequivocally represent and warrant to District that neither PM nor any person who holds equity interest in PM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. PM Staff

4.1 District selected PM to perform the Services because of the PM's skills and expertise of key personnel.

4.2 PM agrees that the following key personnel in PM's firm shall be associated with the Project and perform the Services in the following capacities:

Principal In Charge: _____

Project Director: _____

Project Manager: _____

Asst. Project Manager: _____

Other: _____

Other: _____

Other: _____

4.3 PM shall not change any of the key personnel listed above without District's prior written approval, unless said personnel cease to be employed by PM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.

4.4 If any designated lead or key person fails to perform to the satisfaction of District, then upon District's written notice, the PM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to District.

4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.

4.5 PM represents that PM has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. PM agrees further that no person having any such interest shall be employed by PM.

ARTICLE 5. Schedule of Work

PM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit A** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit C**. Time is of the essence and failure of PM to perform work on time as specified in this Agreement is a material breach of this Agreement. If the time to complete the scope of work under **Exhibit C** exceeds five (5) years, District may, at its sole discretion, extend the term of this Agreement pursuant to Article 2 of this Agreement.

ARTICLE 6. Construction Cost Budget

6.1 PM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget with the Architect and District throughout the design process and construction.

6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.

6.3 PM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit A**, so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with District's written approval. PM shall notify District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it

believes the construction cost as designed will exceed the Construction Cost Budget. PM, however, shall not perform or be responsible for any design or architectural services.

6.4 Evaluations of District's Construction Budget, and PM's preliminary and detailed cost estimates, represent the PM's best judgment as a professional familiar with the construction industry.

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

6.6 District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:

6.6.1 Give PM written approval of an agreed adjustment to the Construction Cost Budget.

6.6.2 Authorize PM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to District (exclusive of District and other agencies' review time).

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

6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by District) to bring the Project within the Construction Cost Budget for re-bidding. PM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to District.

6.7 If any of the following events occur, District may exercise any one, or any combination of, the actions set forth in Article 6.6 above:

6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or

6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or

6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or

energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

7.1 District shall pay PM an amount not to exceed _____ Dollars ($_____) for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit D**.

7.2 District shall pay PM the Fee pursuant to the provisions herein and in **Exhibit D**.

7.3 PM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit D**.

7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by PM's error(s) or omission(s).

7.5 The PM's fee set forth in this Agreement shall be full compensation for all of PM's Services incurred in the performance hereof as indicated in **Exhibit D**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit A**.

ARTICLE 8. Payment for Extra Services

8.1 Any charges for Extra Services shall be paid by District as described in **Exhibit B** at the rates set forth in **Exhibit D** only upon certification of District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.

8.2 PM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. PM shall proceed with Extra Services only upon receiving District's prior written authorization. PM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

8.3 If PM performs any Extra Services without District's authorized representative's prior written authorization, District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, PM will be paid by District as described in **Exhibit B** for Extra Services District's authorized representative verbally requests, provided PM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after District receives PM's written confirmation of the request.

ARTICLE 9. Ownership of Data

9.1 All of PM's work product prepared or generated in connection with this Agreement is District's property.

9.2 Upon District's request, the PM shall make available to District all work product completed or in progress at the time of such a request.

9.3 After Project completion or, if District exercises the right to terminate this Agreement pursuant to the Agreement terms, PM shall assemble and deliver to District within five (5) calendar days of District's written request, all of PM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all PM generated documents, copies of all documents PM exchanged with or copied to or from all other Project participants, and all closeout documents. PM shall be index and organize appropriately said Project records for easy use by District personnel.

9.4 All Project records are District property, whether or not those records are in the PM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that PM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, PM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

10.1 District's Request for Assurances: If District at any time reasonably believes PM is or may be in default under this Agreement, District may in its sole discretion notify PM of this fact and request written assurances from PM of performance of Services and a written plan from PM to remedy any potential default under the terms this Agreement that District may advise PM of in writing. PM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets District's requirements in its request for assurances. PM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

10.2 District's Termination of PM for Cause: If PM fails to perform PM's duties to District's satisfaction, or if PM fails to fulfill in a timely and professional manner PM's material obligations under this Agreement, or if PM violates any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement effective immediately upon District giving PM written notice thereof. In the event of a termination pursuant to this subdivision, PM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any

amounts equal to District's costs because of PM's actions, errors, or omissions.

10.3 District's Termination of PM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, PM may invoice District and District shall pay all undisputed invoice(s) for Services provided and approved by District since the last paid invoice and until the notice of termination. This shall be the only amount(s) potentially owing to PM if there is a termination for convenience.

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

10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

10.6 Ceasing Services upon Termination: If, at any time in the progress of the Project, District determines that the Project should be terminated, the PM, upon District's written notice of such termination, shall immediately cease work on the Project.

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

ARTICLE 11. Indemnity

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

own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

11.2 PM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. PM's obligation pursuant to Article 11.1 includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. PM's obligation to indemnify shall not be restricted to insurance proceeds.

11.3 District may withhold from amounts owing to PM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the PM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

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

12.3 Pursuant to Education Code section 45125.1, District has determined on the basis of the scope of Services in this Agreement that if PM and its subcontractors and employees interact with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee. PM will promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that interaction will not take place under the immediate supervision and control of the pupil's parent or guardian or a school employee.

12.4 If PM and its subcontractors and employees interact with pupils without the immediate supervision and control of the pupil's parent or guardian or a school employee, PM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. PM shall not permit any employee to have any contact with District pupils until such time as the PM has verified in writing to the District's Board of Education that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. PM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as PM's independent contractors.

12.5 PM shall provide to District verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit E**) in writing prior to each individual commencing employment or participating on the Project and prior to permitting contact with any student.

ARTICLE 13. Responsibilities of District

13.1 District shall examine the documents submitted by the PM and shall render decisions so as to avoid unreasonable delay in the process of the PM's Services.

13.2 District shall provide to the PM as complete information as is available to District regarding District's Project requirements.

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

13.4 Unless the contract documents require that Contractor provide any of the following, District shall, in a timely manner, and with PM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to PM's and/or the Design Team's duties to recommend or provide same.

13.5 District, its representatives, and consultants shall communicate with the Contractor either directly or through the PM.

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

ARTICLE 14. Liability of District

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

14.2 PM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of PM in its performance of its Services.

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

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

ARTICLE 15. Insurance

15.1 PM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the PM, their agents, representatives, employees and sub-consultant(s). PM's liabilities, including but not limited to, PM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and PM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by District, subject to its sole discretion, as a material breach of contract.

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

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

15.2.2 **Commercial Automobile Liability, Any Auto**. One million dollars ($1,000,000) per occurrence.

15.2.3 **Workers' Compensation**. Statutory limits required by the State of California. For all of the PM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, PM shall keep in full force and effect, a Workers' Compensation policy. PM shall provide an endorsement that the insurer waives the right of subrogation against District and its respective

elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.2.4 **Employer's Liability.** One million dollars ($1,000,000) per accident for bodily injury or disease. For all of the PM's employees who are subject to this Agreement, PM shall keep in full force and effect, an Employer's Liability policy. PM shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

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

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

15.4 **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars ($25,000) must be declared to and approved by District. At the option of District, either:

15.4.1 District can accept the higher deductible;

15.4.2 PM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects District, its officers, officials, employees and volunteers; or

15.4.3 PM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.5 **Other Insurance Provisions**: Endorsements, certificates and insurance policies shall contain, or be endorsed to contain, the following provisions:

15.5.1 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

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

15.5.3 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes PM's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by PM for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover PM for all claims made

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

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

15.5.6 PM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If PM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due PM under the Agreement.

15.5.7 The PM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

15.5.9 PM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project(s). Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the PM's insurance and shall not contribute with it.

15.5.10 PM shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.5.11 PM shall require all subconsultants to maintain the level of insurance PM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. PM shall cause the subconsultants to furnish proof thereof to District within ten (10) Days of District's request. Should PM not require subconsultants to provide the same level of insurance as is required of PM, as provided in this Agreement, PM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.12 If PM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, PM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers**: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. PM shall inform District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of District, District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require PM to procure insurance from another insurer.

15.7 **Verification of Coverage**: Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, PM shall furnish District with:

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

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

15.8 **Copy of Insurance Policy(ies):** Upon District's request, PM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

15.9 The insurance requirements set forth herein shall in no way limit PM's liability arising out of or relating to the performance of the Work or related activities.

15.10 Failure of PM to comply with the insurance requirements herein shall be deemed a material breach of the Agreement and constitute a Default by PM pursuant to this Agreement.

ARTICLE 16. Nondiscrimination

PM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

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

ARTICLE 18. Entire Agreement/Modification

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

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the PM's specialized services. PM may not assign, transfer, delegate or sublet any interest therein without District's prior written consent. Any assignment, transfer, delegation or sublease without District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of

the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20.2 To the fullest extent permitted by California law, El Dorado County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

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

21.3 Notwithstanding any disputes, claims or other disagreements between the PM and District, PM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

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

ARTICLE 23. Severability

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

ARTICLE 24. Employment Status

24.1 PM represents and warrants that, during the entire term of Agreement, PM is an independent contractor that is: (i) free from

the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which PM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by PM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2 PM understands and agrees that PM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

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

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

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

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

ARTICLE 25. Warranty of PM

25.1 PM warrants that PM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. PM further warrants that all of the work PM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. PM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of El Dorado County.

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

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

ARTICLE 26. Cost Disclosure - Documents and Written Reports

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

ARTICLE 27. Communications / Notice

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

District:	**PM:**
LAKE TAHOE UNIFIED SCHOOL DISTRICT	[Name of PM]

1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150
ATTN:_____

[Address]
ATTN: [Name], [Title]

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

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

ARTICLE 28. Disabled Veteran Business Enterprise Participation

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

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to PM's and any Consultant's premises to review and audit the PM's compliance with the provisions of this Agreement ("District's Right"). District's Right includes the right to inspect, photocopy, and to retain copies, outside of PM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by District in its sole discretion. District shall keep this information confidential, as allowed by applicable law.

29.2 District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that District determines is necessary to discover and verify whether PM is in compliance with all requirements of this Agreement.

29.3 If there is a claim for additional compensation or for Extra Services, District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

29.4 PM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. PM shall make available to District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, PM shall submit exact duplicates of originals of all requested records to District.

29.5 PM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

29.6 PM shall comply with these provisions within fifteen (15) days of District's written request to review and audit any or all of PM's Project-related records and information.

ARTICLE 30. Other Provisions

30.1 PM shall be responsible for the cost of construction change orders caused directly by PM's willful misconduct or negligent acts, errors or omissions. Without limiting PM's liability for indirect or consequential cost impacts, the direct costs for which PM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by PM to District or District may withhold those costs from amounts due or to become due to PM.

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

30.3 PM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit PM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). PM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. PM shall notify District in writing of the Section 179D tax deduction within 30 days of when PM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges

that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

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

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

ARTICLE 31. Exhibits.

Exhibits A through E attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

LAKE TAHOE UNIFIED SCHOOL DISTRICT	**[NAME OF PM]**
Date: _____, 2025	Date: _____, 2025
By: _____	By: _____
Title: _____	Title: _____