# **EXHIBITS A – D OF AGREEMENT**

# EXHIBIT "A"

# RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER

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#### **EXHIBIT "A"**

#### RESPONSIBILITIES AND SERVICES OF BOND PROGRAM MANAGER

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

#### 1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Create and implement a program controls and process binder, which will include the development of a quality controls process for all written communication between the program office and District staff. Program communication will include regular briefings and reports to the District, submittal of studies, responses to requests for information, and maintenance of a historical database of all communications and meeting minutes for all meetings.
- 1.3. Act as a "subject matter expert" to District staff with respect to district bond regulations and requirements.
- 1.4. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.
- 1.5. Establish the overall structure of the bond program.
- 1.6. Prepare a program schedule and bond spending plan for each campus.
- 1.7. Prepare methods to track and report on schedule status for each Project and for the overall Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communications for the final tranche of Measure "A" and all of Measure "G" Bond Projects. For each Project, Bond Program Manager shall develop master schedules, milestone schedules, and methods to budget and track all expenditures and shall report on same each month to the District.
- 1.8. Develop appropriate delivery methods for each Project.
- 1.9. Advise the District regarding Project delivery systems, methods, and procurement strategies. Assist with identifying, recruiting, selecting, and communicating with architects, construction managers, project inspections,

- and other specialty consultants as needed.
- 1.10. Lead the design management for each Project.
- 1.11. Attend all bond program meetings called by the District or advisory committees; will participate as an advisor on bond procedure determinations; coordinate and interface with program auditors and the District's Vice Chancellor or Director; respond to internal audit and advisory services as needed.
- 1.12. Implement methods to budget and track all expenditures on the Program. Bond Program Manager shall generate monthly reports to the District reflecting this information, and shall maintain the District's financial reporting systems.
- 1.13. Ensure that the appropriate participatory governance process is followed.
- 1.14. Bond Program Manager will prepare quarterly reports for the Citizen's Bond Oversight Committee ("CBOC") and support the committee as required.
- 1.15. Work as the liaison between District administration, the CBOC and Construction Manager(s).
- 1.16. Implement "best in class" construction management practices.
- 1.17. Assist in the procurement of one or more construction management firms to manage the on-site construction activity.
- 1.18. Be the focal point of all communication to and from construction manager(s), and Contractor(s).
- 1.19. Work with the District Purchasing Office on contract competitive bid processes, negotiate and recommend the award of projects.
- 1.20. Assist in the procurement of appropriate vendors to assist in the design and construction of each project.
- 1.21. Work with the District to encourage successful contractors to bid on other projects; identify/confirm problem contractors, and position the District to avoid using problem contractors on future projects.
- 1.22. Prepare and organize training of staff as needed, in order to implement the program consistently and effectively.
- 1.23. Monitor the activities of the various design consultants, construction manager, program professional consultants, construction progress, and contractor performance.
- 1.24. Assist the District in the management, supervision, oversight and evaluation of performance of separately hired construction management services firms, architectural/engineering firms, and specialty consultants.

- 1.25. Assist the District with quality control and overall management, planning, coordination and administration of the Program and Projects to be constructed as part of the Program, interfacing with District staff of various departments, the public, the Board, stakeholders, and representatives of outside organizations. Assist the District in evaluating and revising current procedures and developing new procedures as necessary.
- 1.26. The Bond Program Manager will be required to attend and provide updates at each Board meeting. The Bond Program Manager shall work cooperatively with District personnel to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.27. Develop for District approval, a Program time schedule at the start of Program development that does the following:
  - 1.27.1. Provides sufficient time for bidding, and, if necessary, rebidding, some, or all of the individual bid packages;
  - 1.27.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.27.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.27.4. Takes into account the District's occupancy requirements (showing portions of the Program having occupancy priority and ongoing operational occupancy requirements).
- 1.28. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Bond Program Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Bond Program Manager. Bond Program Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.29. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Projects, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.30. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.31. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website, and as otherwise necessary, for public access to show Program status.

- 1.32. Ensure that Project Contractor(s), all subcontractor(s), Consultants, and sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project(s), at no additional cost to the District.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Bond Program Manager shall comply with, and ensure that all Construction Managers, all contractors and their subcontractors, and all Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project(s), at no additional cost to the District.
- 1.34. Bond Program Manager shall maintain accurate cost accounting records, using GAAP, on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Bond Program Manager shall use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the District. Bond Program Manager shall develop simplified approval and billing procedures acceptable to the District and maintain current status of all obligations, commitments, and expenses against the Program. Bond Program Manager shall maintain current status of revenue available for the Program. Bond Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Bond Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.35. Coordinate construction management with Program controls, risk, quality, health, and safety field inspection functions.
- 1.36. Oversee change order management, organize reports on commissioning. DSA, and other closeout processes.
- 1.37. Plan and implement a Program-wide risk management plan.
- 1.38. Administer claims made against the District, including investigations into claims and evaluation and settlement of claims with the guidelines set by the District.
- 1.39. Establish a procedure for collecting, evaluating, and filing documentation to support rejection or payment of claims.

- 1.40. Bond Program Manager is **NOT** responsible for:
  - 1.40.1. Ground contamination or hazardous material analysis; however, it shall coordinate and integrate its work with any such information provided by District or consultants retained by District.
  - 1.40.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.40.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Bond Program Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.40.4. Historical significance report.
  - 1.40.5. Soils investigation.
  - 1.40.6. Geotechnical hazard report.
  - 1.40.7. Topographic survey, including utility locating services.
  - 1.40.8. Other items specifically designated as the District's responsibilities under this Agreement.
  - 1.40.9. As-built documentation from previous construction projects.

#### 2. GENERAL PROGRAM SERVICES

- 2.1. **General**: Monitor and advise the District as to all material developments on the Program and each Project. Bond Program Manager shall implement with District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program.
- 2.2. **Scheduling**: Track and report on schedule status for each project and for the overall Program. The Bond Program Manager shall develop Project master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.3. **Cost Controls**: Prepare and implement methods to budget and track all expenditures on each Project. The Bond Program Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board**: The Bond Program Manager may be required to attend Board meetings, and to provide updates at each meeting.

#### 3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Projects; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to the District and project design team shall be through the Bond Program Manager. The Bond Program Manager shall receive simultaneous copies of all written communications from the District or the project design team to the contractor(s).
- 3.2. Assist with the detailed definition of project scope(s), budget(s), and schedule(s), as needed. Review and reconcile cost estimates from the assigned architect(s) and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3. Provide design-phase services in conjunction with the architecture firm(s) awarded the Projects by the District. Work with the Architects to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.4. Monitor and report to the District on status of design and state approval in relation to the schedule for each Project. Attend meetings to coordinate design efforts for the Program. Assist in identifying and obtaining all necessary approvals.
- 3.5. Develop and implement District-approved implementation procedures, forms and reporting requirements for the Projects that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).
- 3.6. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program.
- 3.7. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The Bond Program Manager will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or

- amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Bond Program Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.8. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% of the Construction Documents Phase. The Bond Program Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Bond Program Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Bond Program Manager is not responsible for providing, not does the Bond Program Manager control, the Project design or the contents of the design and design documents. The Bond Program Manager's actions in reviewing the Project design and design documents and in making recommendations are provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Bond Program Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and design documents.
- 3.9. Develop master bid/award schedule(s) including construction milestones for the Projects through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District.
- 3.10. Establish schedules for the soils consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.11. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Projects. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.12. Organize initial planning workshops to create baseline parameters for the Projects, to define overall building requirements, Project(s)' strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Bond Program Manager will develop an implementation plan that identifies the various phases of the Projects, coordination among phases, and budget and time constraints for each phase of the Projects. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.13. Provide updated cost estimates for the Projects at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.

- 3.14. Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.15. Fully coordinate all changes requested by any utility company needed to complete the Projects.
- 3.16. Review and tailor the District's front end documents for each Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### 4. PRE-BID PHASE

- 4.1. Develop master schedules and construction schedules for each Project.

  Develop budget(s) for each Project based on construction cost estimates.
- 4.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for each Project. Establish, accordingly, a communications procedure for each Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for each Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for each Project as applicable and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Bond Program Manager with respect to: (a) prequalification of potential contractors; and (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### 5. BIDDING/SELECTION PHASE

- 5.1. Oversight of Bidding/Selection Process. The Bond Program Manager will assist the District, the design professionals and, as applicable, the construction managers for each project in completing the bidding process for award of a construction contract for each project.
- 5.2. Develop bidders' or proposers' interest in the Project. Coordinate all bid/selection phase activities with District departments. Conduct pre-bid conferences to familiarize bidders or proposers with the bidding documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders or

- proposers, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder or proposer questions by addenda.
- 5.3. Review bid/proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare analyses and advise the District on compliance of bidders/propoers with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders or proposers and award of contracts or rejection of bids.
- 5.4. Conduct post-bid conferences as required. Assist and advise regarding bid protests.

#### 6. CONSTRUCTION PHASE

- 6.1. Cost Control. Bond Program Manager shall develop and monitor an effective system of construction cost control for the Program. Bond Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Bond Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.
- 6.2. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 6.3. The Bond Program Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Bond Program Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.4. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 6.5. Maintain a change order log for each Project and implement procedures to expedite processing of change orders.
- 6.6. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 6.7. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.

- 6.7.1. To guard District against defects in the work of the construction contractor(s), Bond Program Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.7.1.1. Accepted industry standards;
  - 6.7.1.2. Applicable laws, rules, or ordinances; and
  - 6.7.1.3. The design documents and Contract Documents;
- 6.8. Where the work of a construction contractor does not conform as set forth above, Bond Program Manager shall, with the input of design professional(s):
  - 6.8.1. Notify the District of any non-conforming work observed by the Bond Program Manager;
  - 6.8.2. Reject the non-conforming work; and
  - 6.8.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.9. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s).
- 6.10. Establish and implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.

### 7. PROJECT COMPLETION

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

7.3. The Bond Program Manager shall consult with the Architect(s), PI and District and shall determine when each Project and the construction contractor(s)' work are finally completed. The Bond Program Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

#### 8. FINAL DOCUMENTS

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

#### 9. WARRANTY

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

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#### EXHIBIT "B"

### **CRITERIA AND BILLING FOR EXTRA SERVICES**

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

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

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

# EXHIBIT "C"

# **SCHEDULE OF WORK**

| Laney College Campus:  New Build/New Facilities:                          |
|---|
| Modifications/Additions/Renovations:   —————————————————————————————————— |
| Infrastructure:  •  |
| Site Development:  •  |
| Other:  |
| Merritt College Campus:  New Build/New Facilities:                        |
| Modifications/Additions/Renovations:  •                                   |
| Infrastructure:  •  |
| Site Development:   |
| Other:  |
| College of Alameda Campus:  New Build/New Facilities:                     |
| Modifications/Additions/Renovations:  •                                   |
| Infrastructure:   |

| <u>ite Development:</u>        |   |
|--------------------------------|---|
| •<br>•<br>•<br>•               |   |
| y Community College Cam        | pus:  |
| ew Build/New Facilities:  •    |   |
| •lodifications/Additions/Renov | ations:   |
| ofrastructure:                 |   |
| ite Development:               |   |
| •                              |   |
| INSERT PROJECT TYPE]:          |   |
|                                | y Community College Cam ew Build/New Facilities:  lodifications/Additions/Renove  infrastructure:  ite Development:  ither:  ither: |

### EXHIBIT "D"

### **FEE SCHEDULE**

## Compensation

- 1. The Bond Program Manager's fee set forth in this Agreement shall be full compensation for all of Bond Program Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e., offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.
- 2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

### Method of Payment of Basic Services

- 1. Bond Program Manager shall submit monthly invoices on a form and in the format approved by the District.
- 2. Bond Program Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
- 3. Bond Program Manager shall submit to District on a monthly basis documentation showing proof that payments were made to Bond Program Manager's consultants, sub-consultants, and/or subcontractors.
- 4. Upon receipt and approval of Bond Program Manager's invoices, the District agrees to make payments of undisputed amounts within sixty (60) days of receipt of the invoice as follows:

## **Format and Content of Invoices**

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

| Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, program manager, and project inspector. | .8 hours  |
|---|-----------|
| Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, PM, IOR.                  | 1.2 hours |

## **Hourly Rates for Extra Services**

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

| Job Title                           | <b>Hourly Rate</b> |
|-------------------------------------|--------------------|
| Principal in Charge                 | \$                 |
| Project Director                    | \$                 |
| Project Engineer(s)                 | \$                 |
| Project Controls Manager            | \$                 |
| Project Admin-Financial             | \$                 |
| Project Admin-Office                | \$                 |
| Estimator                           | \$                 |
| Constructability Reviewer           | \$                 |
| Construction Manager (s):           | \$                 |
| Assistant Construction Manager (s): | \$                 |

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

## **Monthly Rates**

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

| Job Title                        | <b>Hourly Rate</b> |
|----------------------------------|--------------------|
| Principal In Charge:             | \$00               |
| Program Director:                | \$00               |
| Program Manager (s):             | \$00               |
| Assistant Program Manager:       | \$00               |
| Project Manager(s):              | \$00               |
| Director of Budget & Accounting: | \$00               |
| Other:                           | \$00               |