

ORANGE UNIFIED SCHOOL DISTRICT



REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROGRAM MANAGEMENT SERVICES MEASURE S GENERAL OBLIGATION BOND PROGRAM

RFQ/P No. 160905-01

***Qualifications and Proposals Due No Later Than:
September 28, 2016 – 4:00 p.m.***

Submissions and Information Contact:

Ms. Jana Mills,
Purchasing and Contracts Manager
Orange Unified School District
Purchasing Department
726 W. Collins Avenue
Orange, CA 92867
Phone: (714) 628-4440
Fax: (714) 532-8054
E-Mail: jmills@orangeusd.org

ARC is the District Authorized Distributor of this RFQ/P Document

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no Proposer, person, or entity, submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such Proposer shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Board of Education, representatives, agents, selection members, or any member of a District Citizens' Oversight Committee, other than the individual(s) specifically named herein. Any such contact shall be grounds for the disqualification of the Proposer submitting a response.

REQUEST FOR QUALIFICATIONS AND PROPOSALS

RFQ/P No. 160905-01

Program Management Services Measure S General Obligation Bond Program

Qualifications and Proposals Due No Later Than: September 28, 2016, 4:00 p.m.

NOTICE IS HEREBY GIVEN that the Orange Unified School District, County of Orange, California, (“District”), acting by and through its Governing Board, is requesting qualifications and proposals from interested persons, firms, partnerships, or corporations (collectively, “firms”) for Program Management (“PM”) Services related to potential future Bond issuances in anticipation of the District’s successful Measure “S” Bond Program (“Program”) as a result of the November 2016 General Election. It is the intention of the District to identify a highly qualified firm to provide professional and comprehensive PM Services to the District for new construction, expansion, modernization and/or renovation projects (collectively, “Projects”) under its Program.

The due date and time for the receipt of sealed qualifications and proposals is up to, but **not later than 4:00 p.m. on September 28, 2016**, at the District Purchasing Department, 726 West Collins Avenue, Orange, California, 92867.

A **NON-MANDATORY PRE-PROPOSAL CONFERENCE** will be held 9:00 a.m. on September 12, 2016, at the Orange Unified School District, District Office, Building “H”, Board Rooms 1 and 2, 1401 N. Handy Street, Orange, CA 92867. Location Map included as an Exhibit in the RFQ/P.

Project Documents will be available beginning September 5, 2016, online with ARC, 345 Clinton Street, Costa Mesa, CA 92626, Phone: (949) 660-1150, Fax: (714) 424-8526. To order project documents from ARC as a download, CD, or hardcopy/paper, visit www.e-arc.com/ca/costamesa, click on Public Planroom, search for District projects in the dropdown list by selecting “Orange Unified School District,” then select this project by the listed project number and title, or call ARC and request the Planwell Department for orders. Downloads are available at no charge. Hardcopy/paper or CD cost will be available with project information on ARC’s website. The costs for all Project Documents are non-refundable. Any mailing costs are direct with reprographic company. General Project Document information will also be posted on the District’s website at http://www.orangeusd.org/support_svcs/bids.asp

Please direct any inquiries or questions to the attention of Ms. Jana Mills, Purchasing and Contracts Manager, Purchasing Department, via telephone: (714) 628-4440, fax: (714) 532-8054, or e-mail: jmills@orangeusd.org. General information regarding the District is available via www.orangeusd.org.

The right is reserved by the District to reject any or all qualifications and proposals, to waive any irregularities or informalities not affected by law, to evaluate the qualifications and proposals submitted and to award the contract(s) according to the qualification(s) and proposal(s) which best serves the interests of said District.

Publication: Orange County Register
Publication Dates: September 5, 2016 and September 12, 2016

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR
PROGRAM MANAGEMENT SERVICES
MEASURE S GENERAL OBLIGATION BOND PROGRAM**

PART 1: GENERAL INFORMATION

1.1. ABOUT THE DISTRICT

Orange Unified School District ('OUSD') is a public school district headquartered in Orange, California. Orange USD serves the cities of Orange and Villa Park, the unincorporated land of Silverado, and parts of Anaheim, Garden Grove, Santa Ana, and an unpopulated area of Yorba Linda. Its student enrollment during the 2016-2017 school year was 29,553. The District operates 27 elementary, 5 middle (including 2 Charter schools), 4 high schools, a continuation high school, a K-8 math and science magnet school and two special schools. Twenty-two of its forty schools have been recognized as California Distinguished Schools and Nine Elementary Schools have received the Title One Academic Achievement Award.

The Orange Unified School District ("District") encompasses 108 square miles.

In 1953, the citizens of the area voted to form a "unified" school district, combining the original five elementary districts with the high school district into one unified district, now known as the Orange Unified School District.

Our student families, businesses, and community members, are encouraged to regularly view our website at www.orangeusd.org for news and updates related to the District's High School Facilities Master Plan, all our schools, as well as District updates.

Additionally, information regarding advertised RFP's, RFQ's, IFB's ("Invitation for Bid"), online vendor registration to participate in informal quotations, and how to do business with the District, can be obtained by visiting the District's website at http://www.orangeusd.org/support_svcs/index.asp

1.2. FUTURE POTENTIAL BOND MEASURE

The Orange Unified School District's Board of Education is placing Bond Measure "S" on the ballot for the November 2016 General Election. This Bond Measure, if successful, will provide authorization of Two-Hundred Eighty-Eight Million Dollars (\$288,000,000) and, if Proposition 51 is approved, an additional estimated Sixty Million Dollars (\$60,000,000) in state matching funds. This will allow the district to fund modernization, new construction, replacement of portables, and/or other capital projects to ensure that students attending Orange Unified School District schools are housed in safe, healthy, and quality learning environments.

The District's Architects have developed Conceptual Drawings and Renderings of potential future projects. The District's Facilities Needs assessment encompassed the High School Campuses and was completed in 2014. A District wide needs assessment was completed in 2003. All information will be made available to the approved firm. The District does not have schematic design or construction documents at this time. Additional information regarding the District's Facilities Master Plan and potential Bond Program may be obtained by visiting the District's website at www.orangeusd.org. Proposers are also invited to submit questions about the Bond Program at the District's pre-proposal conference for this Request for Qualifications and Proposals ("RFQ/P").

1.3. SUMMARY OF REQUEST FOR QUALIFICATIONS AND PROPOSALS

1.3.1 Objective

In preparation of a potential Bond Program, the District's intent of this Request for Qualifications and Proposals ("RFQ/P") is to competitively solicit qualified professionals to provide comprehensive Program Management ("PM") Services as outlined in the scope of services and as generally described in this RFQ/P.

The objective of this RFQ/P is for the District to identify and select a single Program Management firm that would manage, integrate, and collaborate architectural ("A/E") and construction management ("CM") services required by the District for the Bond Program. The selected PM firm and identified staff are required to demonstrate strong program management and construction knowledge; be capable of providing leadership to the entire design and construction team; to work in close partnership with the district staff; to oversee/manage/control projects, schedules, and costs, during the term of the Agreement. Strong organization, documentation and communication skills are required to be considered for selection.

The District utilized four Architecture firms and four CM firms to master plan the conceptual projects at the four traditional High Schools.

A firm cannot serve in a capacity as both a CM and PM on the District's Bond Program, during the same term of agreement, and cannot bid as a General Contractor on District Bond Program projects.

The District, at its sole discretion, intends to select and retain the following:

1. One firm to serve as a Program Manager for the identified schools or projects to manage activities, architects, construction managers, and various consultants, and report to the Executive Director of Facilities and Planning.

1.3.2. Period of Performance

The period of performance shall not be longer than the duration of the Program. The District may, at its sole discretion, extend the term of any contract associated with this solicitation for five separate twelve-month option periods by providing written notice to the firm not less than ninety (90) days before the contract expiration date. The total duration of any associated contract shall not exceed five (5) years. The District estimates a six-and-a-half-year program duration.

1.3.3 Anticipated Contract

Any contract(s) resulting from this RFQ/P will be made according to the form of Program Management Agreement (the "PM Agreement") attached to this RFQ/P as **Exhibit "4"**. Any awarded PM Agreement will consist of a base year, extending one full year (365 calendar days; 366 calendar days if a leap year occurs) from the date of contract award, and four (4) additional one full year options to be exercised at the sole discretion of the District with the approval of the Orange Unified School District Board of Education ("Board"), for a potential total contract duration of five (5) full years from the contract award date.

- 1.4. **Submittals shall be in accordance with the “Format for Proposal Submission” as set forth in Part 3.00, below, and must be submitted to the attention of:**

Ms. Jana Mills,
Purchasing and Contracts Manager
Orange Unified School District
Purchasing Department
726 W. Collins Avenue *
Orange, CA 92867
E-Mail: jmills@orangeusd.org
Phone: (714) 628-4440 Fax: (714) 532-8054

** Location Map Included as Exhibit 3*

Submission received after the aforementioned deadline date and time, also shown in Article 1.14. – Tentative Timeline will not be accepted. Faxed and electronic submission will not be accepted. Each proposal shall be treated as confidential until this deadline, after which time each proposal shall become a matter of public record.

- 1.5. The original Statement of Qualifications (“SOQ”) shall be submitted and signed in blue ink. Submittals shall be signed by an authorized individual or officer of the firm submitting the proposal.
- 1.6. Submittals may be withdrawn by the firm submitting the proposal at any time prior to the deadline for submission of qualifications and proposals set forth in the RFQ/P Tentative Timeline, Article 1.14. Proposals may not be withdrawn after such deadline.
- 1.7. **In order to control information disseminated regarding this RFQ/P, organizations interested in submitting proposals are directed NOT to make personal contact with members of the Governing Board or District Administration, with the exception of the individual listed below. This includes unauthorized visits to District educational facilities.**

Ms. Jana Mills,
Purchasing and Contracts Manager
Orange Unified School District
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AS STATED ON THE RFQ/P COVER: From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no Proposer, person, or entity, submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such Proposer shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Board of Education, representatives, agents, selection members, or any member of a District Citizens' Oversight Committee, other than the individual(s) specifically named herein. Any such contact shall be grounds for the disqualification of the Proposer submitting a response.

- 1.8. Request for information (“RFI”) questions regarding this RFQ/P should be set forth in writing and sent via e-mail to only Jana Mills at jmills@orangeusd.org The subject line of each email should be specified as “Request for Information – RFQ/P No. 160905-01: Program Management Services Measure S.”
- 1.9. No person other than the aforementioned is authorized to receive questions relating to this RFQ/P. The

District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFQ/P, contacts any other District representative including, without limitation, any member of the District’s Board, Assistant Superintendents, Directors, Administrators, Consultants, Managers or any other District personnel.

- 1.10. In order for the District to make an informed decision regarding selecting a consultant among responsible and responsive candidates, your proposal must address the elements as outlined in “Part 3” (below) demonstrating that all requirements are met or exceeded.
- 1.11. Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data, and other information provided by the District and nothing contained in the RFQ/P Documents, or in any other information provided by the District, shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the completeness, accuracy, or sufficiency thereof. Statements and other information contained in the RFQ/P Documents indicating the size, scope, or types of facilities that are included in the potential Bond Program projects are for the convenience of the Proposers to familiarize them with the general nature of the facilities development under a Bond Program and should not be interpreted as necessarily indicative of the scope of facilities planning, design, or construction for which Proposers will be required to provide program management services under the PM Agreement, which may be greater or lesser than that which is indicated by such statements or information.
- 1.12. Indemnification. To the fullest extent permitted by law as the result of the PM Agreement related to this RFQ/P, the selected Program Manager shall be required to agree to indemnify, defend and hold harmless, District, Board of Education, and each of their members, officers, employees, agents, insurers and volunteers (“Indemnitee(s)”), through legal counsel selected by the District, from any and all Losses, to the extent arising out of or relating to any of the following:

Negligent performance or nonperformance by Program Manager or its Subconsultants;

Negligent activities of Program Manager or its Subconsultants on the Site or on other District properties;

The payment or nonpayment by Program Manager of anyone with whom Program Manager has entered into a contract to furnish Work for a Campus Project; or

Any personal injury or property damage to third persons arising from negligent or intentional acts or omissions by Program Manager or its Subconsultants.

Nothing contained herein shall be construed as obligating Program Manager to indemnify any Indemnitee for Losses resulting from the Indemnitee’s sole or active negligence or willful misconduct. Nothing in the Contract Documents shall be construed to give rise to any expressed or implied right in favor of Program Manager for indemnity or contribution from District.

- 1.13. Non-Collusion Declaration. Proposers shall submit the District’s Non-Collusion Declaration with their SOQ. This form is attached as “Exhibit 1”.

1.14. TENTATIVE TIMELINE

The anticipated schedule for completion of this RFQ/P is shown below. Dates are subject to change:

Milestone	Date
RFQ/P Advertised	September 5 and 12, 2016
RFQ/P Posted to ARC’s Website	September 5, 2016
Non-Mandatory Pre-Submittal Conference	September 12, 2016
Proposer Deadline for Questions/Clarifications	September 19, 2016

Qualifications and Proposals Due	September 28, 2016, No Later Than 4:00 p.m.
Interviews/Presentations	Anticipated Between October 17 – 28, 2016
Notice of Intent to Award to Selected Firm(s)	October 27, 2016
Award of Contract by Authorization of the Board of Education	November 17, 2016
Notice of Award and Contract Issuance to Firm(s)	November 22, 2016

LATE PROPOSALS AND PROPOSALS SUBMITTED BY FACSIMILE WILL NOT BE ACCEPTED

Proposals **must** be typewritten, concise, straightforward, and must address each requirement and question.

The District reserves the right to negotiate modifications with any firm as may be required to serve the best interests of the District, and to negotiate the final contract with the most qualified candidate.

All proposals will become the property of the District. Information in Proposals will become public property and subject to disclosure laws. The District reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the School Board meeting agenda.

The District reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFQ/P is solely the responsibility of the candidates.

1.15. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference scheduled for:

DATE AND TIME: September 12, 2016, at 9:00 a.m.

**LOCATION: Orange Unified School District
District Office, Building “H”, Board Rooms 1 and 2
1401 N. Handy Street
Orange, CA 92867**

*** A Pre-Proposal Conference site location map for conference is included as “Exhibit 2.”**

The purpose of the conference is to acquaint prospective firms with the unique requirements of the District and the scope of the anticipated Projects.

The District reserves the right to schedule additional mandatory or non-mandatory conferences upon advance written notice.

Accommodations for persons with disabilities will be provided if requested in writing at least three (3) business days in advance of a pre-proposal conference.

PART 2: SCOPE OF WORK

The scope of work may include, but is not limited to, the following:

2.1. BASIC PROGRAM MANAGEMENT SERVICES

- 2.1.1. Report to and work under the direction of the Executive Director, Facilities and Planning. Collaborate and work closely with the Superintendent, Chief Business Official, and other District representatives and consultants, as directed by the District.
- 2.1.2. Act as District's representative for the Bond facility and construction Program.
- 2.1.3. Assist the District in creation and implementation of format(s) to disseminate informational data/items to the community, inclusive of presentations and tours.
- 2.1.4. Facilitate the Citizen's Bond Oversight Committee (CBOC) and related meeting as required, including but not limited to preparing and presenting status reports.
- 2.1.5. In consultation with the District and District's consulting team, to develop, plan, coordinate, organize, and manage the Program, including the identification and administration of all tasks related to the planning, funding, development, design, scheduling, sequencing, and completion of all Projects to ensure all public funds are maximized and all Projects are completed within the allocated scope, budget, and schedule.
- 2.1.6. Develop a master schedule to manage all Program or Project related activities.
- 2.1.7. Develop a master budget that allows for Project and Program budgets and accounting.
- 2.1.8. Assist with development of District Standards. Develop a policy and procedure manual for implementation throughout the Program.
- 2.1.9. Develop procedures to seek out cost efficiencies and eliminate duplication in efforts and costs.
- 2.1.10. Assist with Architect, Engineer, Commissioning Agent, Inspector, other consultants, if needed. Assist the District in the monitoring of Architect/Engineer and Construction Management and other consultant contracts. Participate in planning and study session workshops. Attend meetings with site committees. Provide training to District staff, Board, and others.
- 2.1.11. Assist with establishing a contractor outreach program to maximize the pool of qualified contractors and subcontractors for District projects to facilitate delivery methods. Provide recommendations on how to successfully include local contractors into the process as well as Disabled Veterans Business Enterprise ("DVBE") firms. Assist with the prequalification process. Work with the District to encourage successful contractors to bid on projects; identify/confirm problem contractors, and position the District to avoid using problem contractors on future projects. Participate with District in all bidding processes, pre-bid conferences, pre-construction/construction meetings.
- 2.1.12. Advise the District regarding Project delivery systems and bid timing and packaging strategies. Make recommendations to the District regarding ongoing updates or modifications to any adopted Bond implementation plan, or Bond-funded Projects, to account for changes in sequencing, delays, or cost issues.

- 2.1.13. Manage the monitoring of contractors, enforce performance and notice requirements, document progress and project costs, recommend solutions to scheduling and cost issues, work cooperatively with architects, contractors, and consultants, oversight on weekly project meetings and minutes, evaluate and process requests for information (RFI's), payment applications, and change order requests, work with District and architect to develop lists of incomplete or unsatisfactory work, ensure all closeout requirements are met.
- 2.1.14. Evaluate, and make recommendations, on ways to best allocate and utilize District resources (staff, equipment, and funding) as it relates to the Program.
- 2.1.15. Validate estimates provided by the Architect at each site and then apply the findings to each of the school campus estimates.
- 2.1.16. Prepare preliminary soft cost and escalation budget summary and validate budgets.
- 2.1.17. Conduct project prioritization, sequencing and value engineering processes and develop scope reduction worksheets.
- 2.1.18. Tour each of the school campuses to determine restrictions and potential site limitations for interim housing.
- 2.1.19. Develop phasing and scheduling plan for each of the school campuses, and develop an interim housing plan for each of the school campuses based on the phasing schedule.
- 2.1.20. Establish and finalize escalation and soft cost budgets incorporating anticipated escalation and soft cost factors.
- 2.1.21. Develop a cash-flow analysis and balance with the Bond draw-down schedule.
- 2.1.22. Assist in administration of a financial management system compatible with the District's primary accounting system which would facilitate accounting of Program funds, auditing of expenditures, Program and Project estimates and budgets, contract payments, a cash management system, and periodic financial reporting.
- 2.1.23. Utilize and maintain an overall cost and schedule reporting system, using District approved systems and software. Assist the District in refining overall Project budgets within the Program budget, including expected construction costs, consultant costs, fees, permits, etc. Assist the District in preparing budgeting and reporting systems to reflect actual expenditures and to reallocate available funds as necessary. Assist the District in maintaining all necessary records for the annual Bond audit.
- 2.1.24. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Program based on information provided by the District. Developed simplified approval and billing procedures acceptable to the District.
- 2.1.25. Assist the District with the development and implementation of a process that provides cost control and timely, accurate measurement and reporting of expenditures. Prepare periodic summaries of Project expenditures for District review. Maintain current status of all obligations, commitments, and expenses against the Project under the Program. Maintain current status of revenue available for the Project from the Program.
- 2.1.26. Recommend software for use in coordinating and maintaining schedules that document the sequence and time frame for the Project and/or bid packages in the Project.

- 2.1.27. Anticipate the impact on the Program of regulatory compliance, including but not limited to local, state and federal permits and environmental compliance. Advise the District on an ongoing basis regarding communication with state and other agencies. Assist, as requested, with compliance with environmental and other regulatory requirements, as well as with applications for state funding. Assist the District in identifying lines of authority, organization, and communication to effectively manage the Project under the Program.
- 2.1.28. Submit necessary reports to federal, state, and local authorities, including DSA verified reports. Ensure that all other Project participants submit necessary documentation.
- 2.1.29. Assist with long-term planning for future Program phases that incorporate education, facilities, health and safety, technology, and energy needs; capacity and equity studies.
- 2.1.30. Coordinate with District, existing Facilities staff that could augmentation of District staff as required.
- 2.1.31. Provide services to close out existing projects/works of improvement that are not currently certified with the DSA. This DSA closeout relates to existing projects which are not Program projects, but which must be closed out before Program projects may move forward. The District currently has four (4) projects at High Schools that are not certified and is currently working on closing them out.

PART 3: FORMAT FOR PROPOSAL SUBMISSION

3.1. GENERAL INSTRUCTIONS

All proposals are to be submitted in compliance with the format set forth below and in the order as outlined to facilitate evaluation by the District of the candidate’s ability to meet or exceed the specified requirements under the heading “ Part 2: Scope of Work.”

The SOQ shall be presented in a three ring binder, bound 8-1/2 inch by 11-inch (vertical) format. Submit **one original (clearly marked), plus six (6) bound copies along with one electronic version in PDF** of your proposal (flash drive or CD). All submittals shall be tab delineated and assembled in order. All submittals shall become the property of the District and will not be returned.

Total pages for qualifications listed under this Part 3 shall not exceed 20 pages as detailed below:

- 1. Submission is limited to 20 pages*, double-sided acceptable, No font smaller than 11, Times New Roman Font, 1.0 line spacing minimum (*excluding Table of Contents, Resumes, and financial information.)
- 2. Resumes of Key Staff are limited to a total of five (5) pages, double-sided acceptable.
- Financial information has no page limit and will be in a sealed envelope. **PROPOSERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA ISSUED AGAINST THIS RFQ/P WITH THEIR SOQ.**

Failure of a Proposer to receive and RFQ/P Addendum shall not: (1) relieve the Proposer from any obligation to comply with the requirements thereof; (2) relieve the Proposer from any obligation or conditions set forth in its Proposal; (3) entitle the Proposer to an extension of the RFQ/P Schedule; and (4) be considered as grounds for permitting the Proposer to modify its Proposal in a manner not expressly authorized by the RFQ/P Documents.

3.2. FORMAT REQUIREMENTS:

The sequence to be followed is as follows:

1. Title Page
 - a. Name of Firm
 - b. Project Title
 - c. Date Submitted
 - d. If the firm is a Joint Venture, please explain the reasons for the association, what this partnership will offer Orange Unified School District, other projects undertaken by the team (including contact names and phone numbers), and describe the business relationship (percentage of ownership, lead venture partner, etc.).

2. General Information
 - a. Name, address, telephone, and e-mail address of the firm; along with name and e-mail for contact persons.
 - b. License number, type of license, State of license or registration:
 1. Legal form of firm (i.e. corporation, partnership, etc.). Please state the year your firm or organization was established
 2. Number and names of principals in the firm
 3. Number of employees
 - c. Provide a short resume of your firm's principals, (Please limit to one page).
 - d. Short resume of key personnel to be assigned to this Program, including proposed position. (Please limit to one page per person).
 Each resume must address the following:
 1. Program/Project-specific responsibilities and description of work to be performed
 2. Estimated percentage of the individual's time that will be devoted to the Program
 3. Specific qualifications
 4. Years with the firm and years with other firms
 5. Individual's involvement and role on firm's specific projects reported in item 4 below.
 6. Number of projects of similar nature performed by subject of resume
 7. Position held and responsibilities on work of similar nature
 8. Education, licenses held, etc.

3. Provide a formal written proposal and work plan providing the scope of work described in Part 2 herein, and a detailed work plan describing the methodology, approach, techniques, schedules and other pertinent information that would enable the District to clearly understand how the proposing firm intends to mobilize and execute its roles and responsibilities in support of the District's Program.

4. Minimum California School K-12 Experience: Your Firm must have been the Primary Bond Program Management Firm for a minimum of two school districts in California and over 300 million in Bond funds in the last ten (10) years. Firms interested in submitting proposals should have recent, extensive experience, with an understanding of the State of California school facility funding and building program as administered by the Office of Public School Construction (OPSC) and the Division of State Architect (DSA). List name and role of each of proposed key staff from item 2 above that worked on each reported project.

5. Describe your experience with California public education construction programs and relevant

public school modernization and new construction projects. Include the scope of programs, description of services provided, caliber and quantity of staffing associated with the programs, and size of program budgets. The District intends to primarily utilize the Design-Bid-Build approach for some or all of these Projects. Provide information regarding your firm's experience with such a delivery method. For each program referenced, provide the name of the District and provide the district's key contact person and telephone number. Provide a Comprehensive Narrative of the PM services rendered.

The narrative should include the following for each referenced project:

- a. Project name, type, program, and location.
 - b. Scope of project and delivery method.
 - c. Did the project complete on time?
 - d. Construction costs (include design, construction and administration).
 - e. Provide the dollar amount of all Change orders or construction cost adjustments, including changes in scope.
 - f. Sub-consultants that worked with the firm.
6. Provide a list of client references, names, addresses, and e-mail addresses of all contact persons with respect to projects which your firm or its senior personnel has worked on within the last five (5) years, and any other references you wish to provide who may provide information to the District regarding your firm's qualifications. List the project's owner and contractors for each reference. Please be advised that some references will be contacted.
7. Please indicate the PM experience your firm has and briefly describe how your firm would plan to work with the District with respect to the following: Include a brief discussion of your approach and tools you would use for the various work elements:
- a. Presentations to the Board of Education
 - b. Facilitation of the Citizens Bond Oversight Committee
 - c. Management of Construction Managers and Contractors
 - d. Monitoring of accurate funding, design and construction schedules
8. Each Proposer shall submit a summary of assets and liabilities on the basis of available financial statements (audited or reviewed – not compiled) as of the close of its 2015/2016 fiscal year or more recent if available.
- **Financial Statements should be submitted in a separate sealed envelope, with the Proposer's submittals, and marked confidential "Financial Statement." The District handles Proposer Financial Statements with confidentiality. THERE IS NO PAGE LIMIT FOR REQUIRED FINANCIAL STATEMENTS.**
9. Insurance Coverage. Each submittal must include a copy of the Proposer's Certificate of Insurance. This may be marked confidential (if determined necessary by Proposer) and included with the "original" (wet signature) proposal. The firm or organization shall be required to carry the following insurance:
- a. Comprehensive General Liability Insurance, with a minimum limit of two million dollars (\$2,000,000) per occurrence minimum aggregate limit of four million dollars (\$4,000,000) for bodily injury and property damage, and shall include coverage for contractual liability, products liability and completed operations liability. The District shall also be named as an additional insured under such policy of insurance.
 - b. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles with minimum limit of one million dollars (\$1,000,000) per occurrence.

- c. Workers' Compensation and Employer Liability, statutory limit.
- d. In addition, the District at its own discretion may require a firm or organization to carry Professional Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence. The deductible on such policy shall not to exceed \$25,000 each claim. If the professional liability coverage is written on a claims made basis, the coverage shall continue for a minimum of three (3) years following completion of the project.

Note: All insurance must be issued by an insurance provider by an admitted carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A. M. Best's Insurance Guide - Property Casualty or otherwise acceptable to Owner.

- 10. Provide a complete list of construction related litigation within the past five (5) years involving your firm. Include the names of the participants and a contact person and phone number. Indicate whether your firm or any predecessor firm has filed for protection under the United States bankruptcy code within the last seven (7) years. If so, provide the name of the court where filed, the case title, and the disposition of the case. Proposals failing to provide the requested information of lawsuits of litigation or claim will be considered non-responsive and will not be evaluated.
- 11. Submit District Non-Collusion Declaration, by authorized signatory of your firm. This form is included in this RFQ/P as "Exhibit 1."

3.3. FEE PROPOSALS:

- **Fee Proposals should be submitted in a separate sealed envelope, with the Proposer's submittals and marked "Fee Proposal."**

Provide a detailed fee quotation breakdown that includes ALL compensation components that your firm would expect to receive as the Program Manager, including those elements specified in the numbered paragraphs below. Hourly, weekly or monthly billing rates are to include overhead, corporate support, insurance, taxes, profit, etc. Firm personnel not identified in your submittal will not be expected to bill against the Program. Since the District's Program is of a prolonged duration, the District does not expect to see fixed rates for the overall Program. Rates are to be submitted at today's rate and you are to provide your proposed annual increase of adjustment as a percentage.

Provide any and all costs that your firm would expect to be reimbursed for, that are NOT included in the hourly, weekly or monthly fee structure discussed above. Please provide an estimate of reimbursable costs that your firm believes would be appropriate for different stages of the Program. If your firm intends to utilize subconsultants as part of your Program Management work effort, please provide detailed information on the companies that you would propose to use, their specific roles and cost of their work. If your firm proposes to "mark-up" reimbursable costs, please state the mark-up percentage. Please note that it is the District's intent that the total costs for all services to be provided by your firm for the Program be represented in the fee and reimbursable costs outlined above and in the cost breakdowns below. All reimbursables will require receipts to be provided to the District.

- 1. Provide hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Indicate the level of effort for each proposed position (e.g. Full Time Equivalent). ***Hourly Rates are inclusive of Direct Labor, Overhead, Burden, Fringes & Profit.**
- 2. Provide a master fee schedule from your firm that includes positions and reimbursables that may not be initially proposed in this Section.

3. Provide your proposed fee (fixed, flat, NTE) for the (estimated) first eighteen (18) months of Design/Procurement/DSA approval phases.
4. Provide your proposed Fees as a percentage of the estimated construction costs of \$288,000,000 for both CM Multi-Prime and CM Agency Design-Bid-Build Delivery methods. The duration of the construction is estimated at five (5) years.

PART 4: EVALUATION PROCESS

4.1. DISTRICT EVALUATION / SELECTION PROCESS

The District will review all proposals for compliance with, and adherence to the format of this RFQ/P. The District will evaluate respondents, based upon, but not limited to, the following criteria (not ranked in priority order):

1. Overall responsiveness of the proposal, clearly stating the understanding of the purpose, scope and objectives of the Program, and demonstrating a good practical approach and work plan to achieve these objectives.
2. Technical expertise and viability of the firm, including experience of firm's principals and staff, and availability of resources to meet anticipated schedule and Program requirements.
3. Technical Proposal – Comprehensiveness or the methodology proposed for supporting the Program.
4. Management plans, including how the firm will manage team partners.
5. Fees, including reimbursable fees for services to be rendered.
6. Past performance of the proposing firm on relevant similar work previously accomplished for school districts.
7. Client references and their satisfaction regarding prior projects.

Based upon the above evaluations, the District may, at its discretion, interview some or all of those firms for recommendation of award of contract(s) to the District's Governing Board of Education. The District will notify and coordinate interview time all with firms invited to interview, followed by negotiations. Refer to the District's Tentative Schedule for anticipated dates scheduled for interviews.

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the SOQs. The District may request a firm to submit additional information pertinent to the review process, and the District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

The right is reserved by the District to reject any or all qualifications and proposals, to waive any irregularities or informalities not affected by law, to evaluate the qualifications and proposals submitted and to award the contract(s) according to the qualification(s) and proposal(s) which best serves the interests of said District.

The proposer's qualifications package, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This document does not commit the District to negotiate an agreement with any proposing firm or

individual.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ/P and makes no representation that a contract will be awarded. Furthermore, the District reserves the right to add additional firms for consideration of receipt of this RFQ/P if such action is found to be in the best interest of the District.

ORAL INSTRUCTIONS OR INFORMATION RELATED TO THIS RFQ/P BY OFFICERS, EMPLOYEES, OR AGENTS OF THE DISTRICT IS NON-BINDING TO THE DISTRICT.

**END OF RFQ/P
(Exhibit List and Exhibits on the Following Pages)**

EXHIBITS

The RFQ/P Exhibits listed below are available following this page:

EXHIBIT 1: NON-COLLUSION DECLARATION

EXHIBIT 2: DISTRICT LOCATION MAP FOR NON-MANDATORY PRE-PROPOSAL CONFERENCE AT ORANGE UNIFIED SCHOOL DISTRICT, DISTRICT OFFICE

EXHIBIT 3: DISTRICT LOCATION MAP FOR SUBMITTAL OF PROPOSER PACKAGES AT PURCHASING DEPARTMENT

EXHIBIT 4: SAMPLE DRAFT AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

END OF EXHIBIT LIST

EXHIBIT NO. 1

NON-COLLUSION DECLARATION

THE UNDERSIGNED DECLARES:

I am the _____ of _____, the party or proposer ("Proposer") submitting the proposal ("Proposal") that is being submitted with this declaration.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

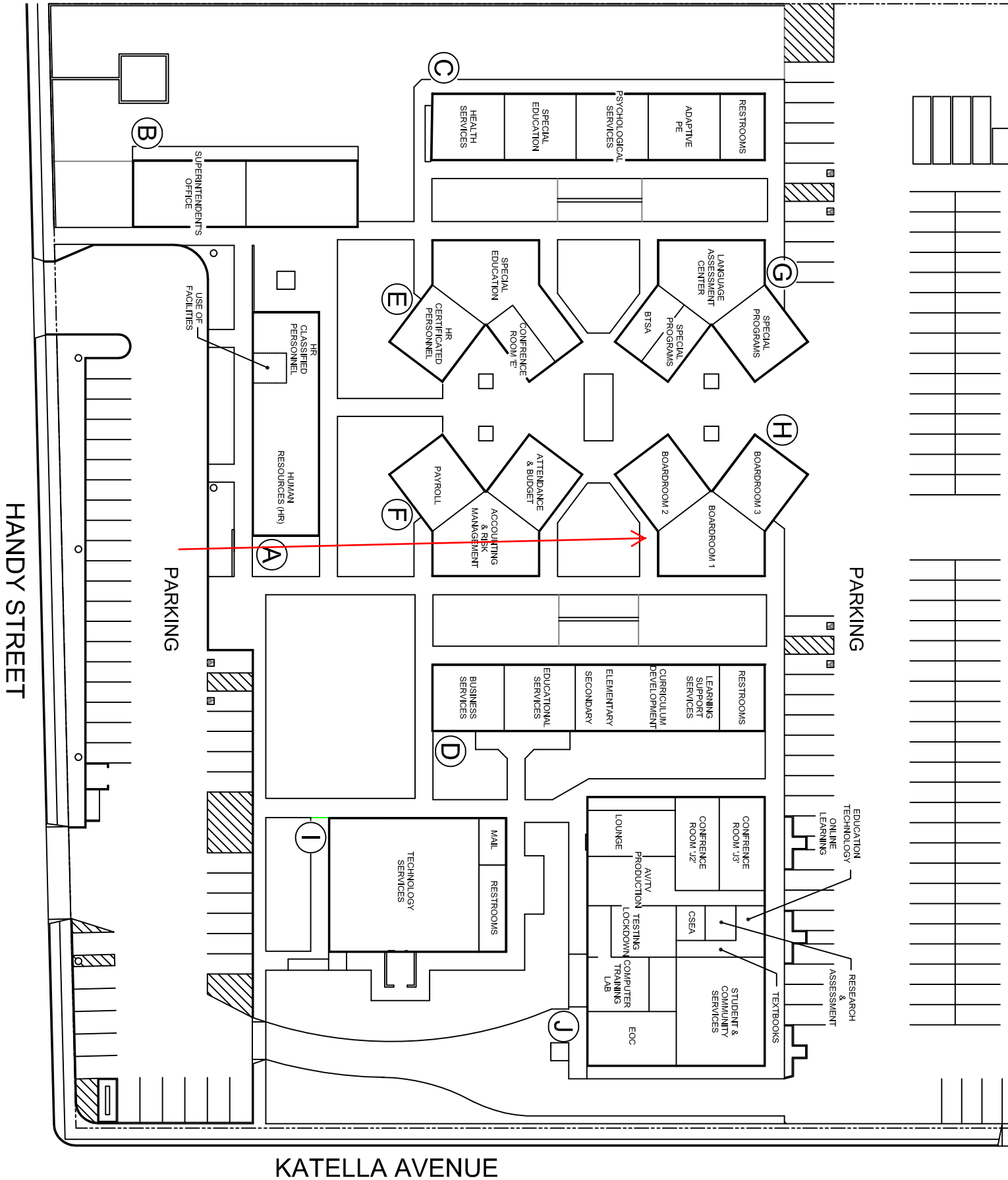
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

(NAME OF PROPOSER)

Signature of Proposer (Individual or Firm's Officer)

Typed Name of Person Signing

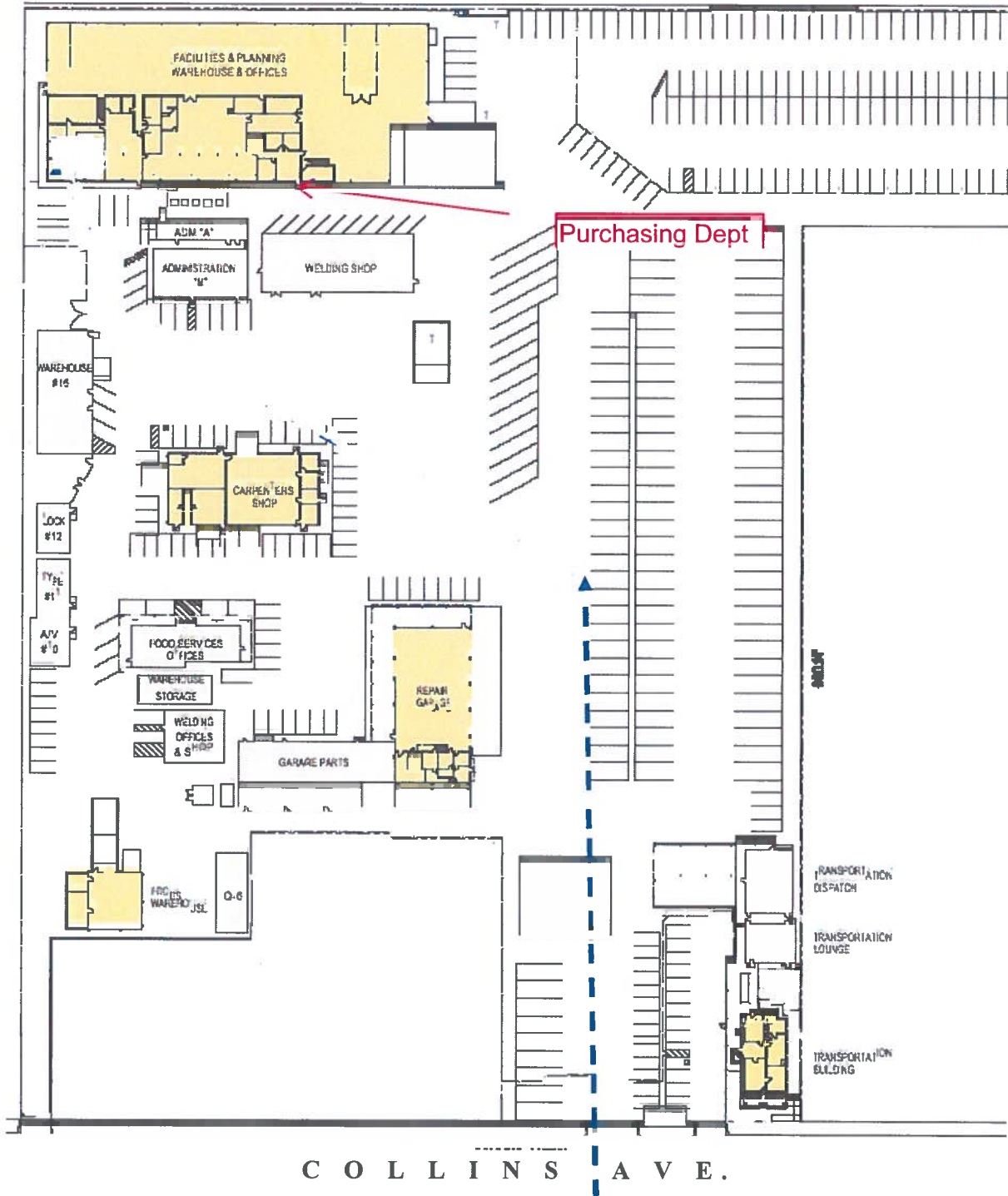
Office or Title



< 55 Freeway. North and South Freeway exits and entrances are available off Katella Avenue. Handy Street is the first light east of the 55 Freeway, off the Katella exit. District Office on corner.



ORANGE UNIFIED SCHOOL DISTRICT District School Bus and Maintenance Yard



Directions to the Purchasing Department

726 West Collins Ave.

Orange, CA 92867

(714) 628-4500

(on Collins Ave. between Glassell Ave. / Batavia St.)

PROGRAM MANAGEMENT AGREEMENT

ORANGE UNIFIED SCHOOL DISTRICT MEASURE S FACILITIES PROGRAM

THIS PROGRAM MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2016 by and between _____ UNIFIED SCHOOL DISTRICT (“District”), a California school district organized and operating under the laws of the State of California, and _____ (“Program Manager”), for services in connection with the Program hereinafter defined.

The District and Program Manager agree as set forth below:

RECITALS

WHEREAS, the District needs specialized professional services in relationship to Program Administrative activities to implement the repair and modernization projects identified in Measure S, the \$288 Million general obligation bond measure the voters approved in November 2016 plus an estimated additional \$60 million in state funding from Proposition 51. (collectively, the “Program”); and,

WHEREAS, Program Manager is professionally and specifically trained and competent to provide the services; and,

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the California Government Code and such other provisions of California law as may be applicable.

ARTICLE 1

DEFINITIONS, RESPONSIBILITIES, LIMITATIONS AND EXTENT OF AGREEMENT

The Program Manager accepts the relationship of trust and confidence established between him and the District by this Agreement. Program Manager covenants with the District to furnish its best skill and judgment in accordance with the standards of its profession and to cooperate with District's staff and other Consultants in furthering the interests of the District. Program Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Program in the best and soundest way and in the most expeditious and economical manner consistent with the interest and goals of the District. Program Manager will act as the principal agent for the District in all matters relating to the Program that are within Program Manager's area of expertise and which are delegated to Program Manager as set forth in this Agreement.

1.1. **Definitions.**

- 1.1.1. The “**Program**” is the improvements identified in Exhibit “A” attached hereto, the Measure CC ballot statement and related authorizing resolutions.
- 1.1.2. A “**Project**” is a particular structure, facility or other improvement, including maintenance or repair work that will be planned, designed and constructed under the Program that is the subject of this Agreement.
- 1.1.3. Other “**Consultant**” means an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts to perform other services on a Project.
- 1.1.4. A “**Contractor**” is an entity, including but not limited to single prime design-bid-build entities, retained by District to construct all or a portion of a Project.
- 1.1.5. The “**Work**” is that part of a Project that a particular construction Contractor is to perform.
- 1.1.6. The term “**Day**” shall mean calendar day unless otherwise specifically designated.

1.2. **Responsibilities.** The Program Manager will assist the District in organizing and coordinating all work related to the program and of District staff, Construction Managers, Program Manager staff, other Consultants (Architect/Engineers, Inspectors and other District retained Consultants) and Contractors, which may also include lease-leaseback entities. As a service under this Agreement, Program Manager will develop a responsibilities matrix to clarify the roles of the various team members in the Program.

1.3. **Limitations.** Nothing in this Agreement shall be construed to mean that the Program Manager assumes any of the responsibilities of Consultants or Contractors. The Contractors will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and their operations and for performing in accordance with the contract between the District and Contractor. The Consultants are solely responsible for performing design, inspection or other services in accordance with the contract between Consultants and District. The Program Manager's services shall be rendered compatibly and in cooperation with the services provided by Consultants. The Program Manager will be entitled to rely upon such Consultants for the proper performance of services undertaken by such Consultants pursuant to the Agreement between the District and Consultants.

1.4. **Extent of Agreement.** This Agreement represents the entire agreement between the District and the Program Manager and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of other

consultant agreements construction contracts and may be amended only by written instrument signed by both District and Program Manager.

1.5. Term. The term of this Agreement (“Term”) shall commence on the date on which both District and Program Manager have approved and executed this Agreement (the “Effective Date”), and shall continue until the sooner to occur of: a) all assigned program management tasks and projects have been completed; b) three (3) years following the Effective Date, unless extended by the mutual written agreement of both parties; or c) the termination of this Agreement as provided for in Article 9.

1.6. Program Manager Staff. The Program Manager has been selected to perform the work herein because of the skills and expertise of key individuals. The Program Manager agrees that the following key people in Program Manager’s firm shall be associated with the Program in the following capacities:

Principal in Charge:	_____
Program Director:	_____
Program Manager:	_____
Asst. Program Manager:	_____
Admin/Secretary:	_____
Other:	_____
Other:	_____

The Program Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Program Manager. Regardless of the reason for the change in key personnel, District shall be allowed to interview and approve replacement personnel.

If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice by the District, the Program Manager shall immediately remove that person from the Program and provide a temporary replacement. Within seven (7) days of such removal, Program Manager shall provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.

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

1.7. Warranty of Program Manager. Program Manager warrants that the Program Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform. Program Manager further warrants that all the work performed under this Agreement by the Program Manager shall comply with all applicable laws, rules, regulations and codes of

the United States and the State of California. The Program Manager also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of the County in which the District is located.

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

Program Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Program Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Program Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code. District may participate in State labor compliance monitoring by CMU. If District participates in State labor compliance monitoring by the CMU, Program Manager shall cooperate with the DIR and provide certified payroll reports as required.

ARTICLE 2

PROGRAM MANAGER'S SERVICES

BASIC SERVICES

As directed by District, Program Manager will provide those program management services selected by District described in Section II of the RFQ/RFP for Program Management Services and in this Article 2, including, but not limited to, the services which follow.

2.1. Program Management Tasks

- 2.1.1. **Implementation Plan.** Confer with District to identify and prioritize overall Program goals including specific goals for budget, time and quality. Develop an implementation plan for the Program to contain a narrative strategic plan including: goals, objectives, facts, assumptions, strategies, resources, organizational structure and information & controls systems; the master budget; the master schedule; a cash flow diagram and a 90-day action plan.
- 2.1.2. **Program Management Plan.** Program Manager shall assist District in the preparation of a Program Management Plan, including defining processes, procedures, and responsibility/authority matrices. Program Manager shall also establish procedures for coordination among the District, other Consultants and

Contractors with respect to all aspects of the Program and implement such procedures.

- 2.1.3. **Master Schedule.** Program Manager shall refine, maintain, and update, as necessary, the Master Schedule for the overall Program and develop a Project Schedule for each Project that coordinates and integrates the pre-design activities, Architect/Engineer's design efforts and the District's activities with construction schedules. Program Manager shall update the overall Master Schedule and each Project Schedule incorporating a milestone schedule for all activities, including realistic activity sequences and durations. Program Manager shall also include the District's occupancy and temporary accommodation requirements showing portions of the Project having occupancy priority. Program Manager shall provide District with copies of the most recent Master Schedule.
- 2.1.4. **Master Budget.** Program Manager shall develop the Master Budget for the entire Program including all construction costs, Consultants' fees, District's costs, contingencies and reserves, and update at least monthly for the District's approval. Program Manager shall develop Project Budgets within the overall Program Master Budget. The District shall provide Program Manager with cost information related to the Program and each Project within the Program. In conjunction with the Master Budget updates, Program Manager shall develop cash flow/funding status and requirement projections for the District.
- 2.1.5. **Cost Control.** Program Manager shall develop and monitor an effective system of Program cost control and revise and refine the initially approved Program Budget and Project Budgets, incorporate exposures, pending changes and approved changes as they occur, and develop cash flow reports and forecasts as needed. Program Manager shall also identify variances between actual and budgeted or estimated costs and advise the District and Architect/Engineer or other appropriate Consultant whenever projected cost exceeds budgets or estimates.
- 2.1.6. **Contract Administration.** Program Manager shall develop and implement written contract administration procedures including the development of written procedures for the review, approval, processing and payment of applications by Contractors, Architect/Engineers, and other consultants'/service providers for progress and final payments.
- 2.1.7. **Document Control System.** Program Manager shall develop and maintain a computerized document control system and filing system for the Program to monitor, document and track the flow of drawings, specifications, procedure manuals, correspondence, submittals, shop drawings and samples, directives, minutes, requests for information, change order proposals, change orders, and other documents and communication involved in the Program.

- 2.1.8. **Status Reporting and Communications Management.** Program Manager shall develop and implement a status reporting system including regularly scheduled meetings and reports as required by the District. Program Manager shall make presentations and appearances before boards, commissions, committees, and other public bodies with the District to discuss details, to comment, to recommend, to give progress reports and to obtain approvals. Program Manager shall also assist the District as requested in developing a Program communications management plan, and provide assistance with developing communication media and implementing the plan. Program Manager shall create and update content including text and pictures that will be used on the District Facilities Website.
 - 2.1.9. **Procurement Planning.** Program Manager shall assist the District in developing a written procurement management plan to include delivery method selection and source selection parameters and criteria.
 - 2.1.10. **Contracts.** Program Manager shall create, edit and review the District's existing standard Consultant agreements, if present, and construction contracts and advise District of any desired or recommended changes.
 - 2.1.11. **Quality Control/Quality Assurance.** Program Manager shall develop written procedures and systems for quality control for all Consultants and/or Contractors.
 - 2.1.12. **Other Program Management Tasks.** Program Manager shall be responsible for performing other appropriate program coordination tasks as requested by District.
- 2.2. **Predesign Phase.**
- 2.2.1. **Permits/Approvals.** Program Manager shall determine all governmental permits and approvals necessary for the Project, and represent the District in pursuing such permits and approvals and assist the Architect/Engineer in preparing and filing applications for all necessary permits required on behalf of the District.
 - 2.2.2. **Standardized Design Tools.** Program Manager shall work with the District and District's Architect/Engineers in developing Educational Specifications, Design Standards and Guidelines and Prototypical Designs.
 - 2.2.3. **Consultant Selection.** Program Manager shall prepare written guidelines for selecting Consultants. Program Manager shall also solicit proposals from and assist the District in negotiating with, selecting and commissioning Consultants.
 - 2.2.4. **Joint Use.** Program Manager shall assist the District in exploring facilities/real property joint-use agreements as may be appropriate for achieving Program goals.

2.3. **Design Phase.**

- 2.3.1. **Consultation During Project Development.** Program Manager shall schedule and attend regular meetings with the Architect/Engineer during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment. Program Manager shall also provide recommendations on delivery methods, construction feasibility, availability of materials and labor, time requirements for installation and construction, factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economics including life cycle costing and conduct formal value engineering sessions when requested by District. Program Manager shall supervise the identification and assessment of environmental concerns posed by Projects.
- 2.3.2. **Design Reviews.** Program Manager shall be responsible for coordinating and documenting design review meetings with school site personnel, community members and other District personnel. Program Manager shall also be responsible for assisting the District in the review of various design schemes submitted by Consultants.
- 2.3.3. **Scheduling.** Program Manager shall develop and keep updated design schedules and milestones and shall monitor and update status and progress of design. All schedules should be created with Primavera, MS Office or equal software.
- 2.3.4. **Estimating.** Program Manager shall prepare a written estimate based on a quantity survey of Drawings and Specifications at the end of the schematic design phase of each Project for approval by the District as part of the Program Budget. Program Manager shall also be responsible for updating and refining this estimate for District's approval at the end of Design Development and Construction Documents Phases. The Program Manager shall advise the District and the Architect/Engineer, or other appropriate Consultant, if it appears that the Project Budget will not be met and make recommendations for corrective action.
- 2.3.5. **Coordination of Contract Documents.** Program Manager shall review the Drawings and Specifications for each Project as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules, without, however, assuming any of the Architect/Engineers' responsibilities for design.
- 2.3.6. **Construction Planning.**
- 2.3.6.1. Program Manager shall make recommendations to the District and the Architect/Engineer regarding the method of delivery for each Project, the division of Work in the Drawings and Specifications to facilitate the bidding and awarding of Contracts. Recommendations shall take into consideration such factors as phased construction, time of performance,

availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, and schools' activities and events schedules.

- 2.3.6.2. Program Manager shall review the Drawings and Specifications with the Architect/Engineer to endeavor to eliminate areas of conflict and/or overlap in the Work to be performed by the various Contractors.
- 2.3.6.3. Program Manager shall recommend for purchase by the District long-lead items to ensure their delivery by the required dates.
- 2.3.6.4. Program Manager shall assist the District in the coordination of the work of hazardous materials abatement Consultants and Contractors with the Projects in the Program. It is expressly understood that Program Manager is not an expert in hazardous materials abatement and does not insure the adequacy or effectiveness of hazardous materials abatement Consultants' or Contractors' plans, work or safety programs.

2.4. Pre-Bid Activities.

- 2.4.1. **Business Outreach.** Program Manager shall develop and implement an aggressive Contractor and Supplier marketing program to generate interest in the Program's projects, including but not limited to generating interest with Disadvantaged Veterans Business Enterprises, when required by law.
- 2.4.2. **Prequalification.** Program Manager shall assist the District and District's legal counsel in development and implementation of a Contractor prequalification program.

2.5. Bid & Award Phase.

- 2.5.1. **Bidding.** Program Manager shall receive and order the printing of plans and specifications for distribution and bidding, and utilize the District's construction contract documents. Program Manager shall assist the District and District's legal counsel in the preparation and placement of legal notices and advertisement for bidding. Program Manager shall assist the District and Consultants in the development of additive and deductive alternates, as well as coordinating the issuance of addenda and conduct of pre-bid conferences and site visits.
- 2.5.2. **Award.** Program Manager shall assist the District in opening, tabulating and evaluating bids and bid alternates, in accordance with the provisions of the California Public Contract Code. Program Manager shall monitor and expedite District preparation and Contractor execution of contracts for their timely completion, as well as monitor contractor and/or subcontractor contractual submittals for completeness prior to forwarding to District for final review and processing.

2.6. Construction Phase.

2.6.1. Program Control.

- 2.6.1.1. Program Manager shall monitor the Work of the Contractors and coordinate the Work with the activities and responsibilities of the District, Architect/Engineers, Construction Managers, Project Managers and Inspectors to complete each Project in accordance with the District's objectives of scope, cost, time and quality.
- 2.6.1.2. Program Manager shall develop a written plan, for District approval, that demonstrates that sufficient and competent staff will be assigned to each Project site to provide general direction of the Work and coordinate progress of the Contractors on the Project.
- 2.6.1.3. Program Manager shall establish on-site organization and lines of authority in order to carry out the Program in accordance with the Program Policies and Procedures.
- 2.6.1.4. Program Manager shall schedule and conduct progress meetings at which Contractors, District, Architect/Engineers, Inspectors and Program Manager can discuss jointly such matters as procedures, progress problems and scheduling. Program Manager shall also schedule and conduct additional meetings at the request of the District.
- 2.6.1.5. Program Manager shall regularly monitor the Project Schedule as construction progresses. Monitoring includes identifying potential variances between scheduled and probable completion dates, reviewing the schedule for Work not started or incomplete and working with the District, Architects/Engineers and Contractors to make adjustments in the schedule to meet the probable completion date. Program Manager shall also provide the District with summary reports of each monitoring and document all significant changes in schedule.
- 2.6.1.6. Program Manager shall determine the adequacy of the Contractors' personnel and equipment and the availability of materials and supplies to meet the schedule, and shall recommend courses of action to the District and Architect/Engineer when requirements of a Contract are not being met.
- 2.6.1.7. Program Manager shall manage the coordination of related procurement, construction and/or installation of equipment by District staff, other Contractors, utility companies or others.

2.6.2. **Cost Control.**

2.6.2.1. Program Manager shall identify variances between actual and budgeted or estimated construction costs and advise the District and Architect/Engineer or other appropriate Consultant whenever projected cost exceeds budgets or estimates.

2.6.2.2. Program Manager shall also maintain cost accounting records on authorized Work performed under unit costs, actual costs for labor and materials, or other basis requiring accounting records.

2.6.3. **Change Orders.** Program Manager shall develop and implement a written system for the preparation, review and processing of Change Orders. Program Manager shall also recommend necessary or desirable changes to the District and the Architect/Engineer, review requests for changes, submit recommendations to the District and the Architect/Engineer, and assist in negotiating Change Orders. Further, Program Manager shall assist the District in the development of a written claims avoidance/management program.

2.6.4. **Permits and Fees.** Program Manager shall monitor the securing of any permits required to be obtained by the various Contractors, such as permits for inspection, temporary facilities, etc., and assist in obtaining approvals from all the authorities having jurisdiction.

2.6.5. **District's Consultants.** As required, Program Manager shall assist the District in selecting and retaining professional services of a surveyor, testing laboratories and special consultants, and coordinate these services.

2.6.6. **Review of Work and Safety.** Program Manager shall review the Work of Contractors for conformance with the construction documents for the Work without assuming any of the Architect/Engineer's, Consultant's, Inspectors or Contractor's legal responsibilities for design and inspection. Program Manager shall monitor the proper documentation and filing of daily construction diaries, inspection log books, testing and inspection reports, certifications, exception reports and punch lists. Program Manager shall review the safety programs of each of the Contractors. In making such reviews, the Program Manager shall not be required to make exhaustive or continuous inspections to check quality of work, safety precautions and programs in connection with the Project nor shall Program Manager be deemed the Controlling Employer under OSHA regulations. The performance of such services by the Program Manager shall not relieve the Contractors of their responsibilities for performance of the work and for the safety of persons and property, and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.

- 2.6.7. **Shop Drawings and Samples.** In collaboration with the Architect/Engineer or the Consultant, Program Manager shall establish and implement written procedures for expediting the processing and approval of shop drawings and samples.
- 2.6.8. **Contractor Payments.** In collaboration with the Architect/Engineer or the Consultant, Program Manager shall establish and implement written procedures for expediting the processing and approval of contractor payment applications.
- 2.6.9. **Reports and Project Site Documents.**
- 2.6.9.1. Program Manager shall record the progress of each Project and submit a monthly progress report to the District and the Architect/Engineer including information on the Contractors' Work, and the stages/status of completion.
- 2.6.9.2. Program Manager shall require Contractors to maintain during construction a current set of Record Drawings and Specifications. At the completion of the Project, Program Manager shall deliver all such records to the District.
- 2.6.10. **Start-Up/Commissioning.** With the District's maintenance personnel, Program Manager shall coordinate final keying and startup and testing of systems and equipment. Program Manager shall also coordinate receipt of all operations/maintenance manuals and all operational instruction or personnel training of District staff by Contractors.
- 2.6.11. **Warranty.** Program Manager shall collect and deliver to the District any specific written warranties or guarantees given by others, including all required Contractor guarantees and warranties, subsequent to their review and acceptance by the Architect/Engineer.
- 2.6.12. **Furniture, Fixtures and Equipment.** Program Manager shall assist with the procurement and installation of fixtures, furnishings and equipment.
- 2.6.13. **Move Management.** Program Manager shall provide move management services to manage all relocations of students and staff related to Measure S projects.

ADDITIONAL SERVICES

At the request of the District, the Program Manager will provide the following additional services upon written agreement between the District and Program Manager defining the extent of such additional services and the amount and manner in which the Program Manager will be compensated for such additional services, which include, but are not limited to the following:

- 2.7. Consulting on replacement of Work damaged by fire or other cause during construction, and furnishing services for the replacement of such Work.

- 2.8. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

ARTICLE 3

DISTRICT'S RESPONSIBILITIES

- 3.1. The District shall provide full information regarding its requirements for the Program and each Project.
- 3.2. The District shall designate a representative who shall be fully acquainted with the Program and the Projects and has authority to approve the Program Budget and Project Scopes, render decisions promptly consistent with the Program and Project Schedules and furnish information expeditiously.
- 3.3. The District shall retain one or more Architects/Engineers to design and to prepare construction documents for the Projects. The Architect/Engineer's services, duties and responsibilities shall be described in the Agreement between District and Architect/Engineer, a copy of which will be furnished to the Program Manager. The District shall retain other Consultants as required by the Program at the sole discretion of the District and shall furnish a copy of such other Consultant agreements to the Program Manager.
- 3.4. The District, when prudent, shall furnish surveys and reports describing the physical characteristics, soil conditions and subsurface investigations, boundaries, topography, legal limitations, setbacks, easements, rights of way, utility locations, and a legal description for all project sites.
- 3.5. The District shall secure and pay for all necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.6. The District shall furnish such legal services as may be necessary for providing the items set forth in Section 3.5, and such auditing services as it may require.
- 3.7. The Program Manager will be furnished without charge all copies of Drawings and Specifications reasonably necessary for the execution of the Work.
- 3.8. The services, information, surveys and reports required for the timely and proper execution of the work shall be furnished with reasonable promptness at the District's expense.

- 3.9.** If the District becomes aware of any fault or defect in any of the Projects or nonconformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Program Manager.
- 3.10.** Direct cost items necessary for the completion of these services will be provided by the District or will be reimbursed to Program Manager per Section 6.2.2. These direct cost items may include items such as: a office at a mutually agreed upon location, and internet service.
- 3.11.** The District will provide to the Program Manger annual calendars of schools' activities/events that must be accommodated by the Program construction activities.

ARTICLE 4

CONSTRUCTION CONTRACTS

- 4.1.** All portions of the various Projects within the Program requiring work of construction contractors shall be performed under contract between the District and either General Contractors, various selected trade Contractors, or by a lease-leaseback entity acting as the General Contractor. The Program Manager shall assist the District in requesting and receiving bids from Contractors and Contracts will be awarded by the District after the bids are reviewed by the Program Manager, the Construction Manager, if there is one, the District, and Architect/Engineer or other Consultant, as is appropriate.
- 4.2.** Construction Contracts will be between the District and the Contractors performing construction work on the individual Projects. The Program Manager, or Construction Manager, if there is one, shall use the District's Contracts including the General and Supplementary Conditions. Program Manager shall advise District and District's legal counsel of any desired or recommended changes.

ARTICLE 5

PROGRAM SCHEDULE

The services will begin upon issuance of a notice-to-proceed following the Effective Date and will continue until closeout documentation has been completed for all Projects or expiration or termination of this Agreement and any amendments thereof, as provided for in Section 1.5 herein.

ARTICLE 6

PROGRAM MANAGER'S FEE

- 6.1. Fee.** The fee to be paid under this Agreement shall not exceed \$_____, unless approved in writing by District.

6.2. Calculation of Program Manager's Fees

6.2.1. **Fees.** The fee for services requested by District shall be the product of the approved hourly rates for each person performing requested services and the number of hours actually worked by that person performing services for District. The approved hourly rate schedule is attached as Exhibit "B". Rates include all direct personnel expenses (wages and statutory and customary contributions and benefits), home office overhead and profit. These rates are effective through _____, 201_ and may be revised annually based on the mutual agreement of District and Program Manager. Rates do not include any direct cost items that are required for the provision of services under this Agreement.

Direct Costs. Program Manager shall be reimbursed only for those direct cost items for which District has given Program Manager written approval prior to being purchased for the Program. A non-exhaustive list of direct cost items that may be purchased for the Program is set forth in Exhibit "C" to this Agreement. District shall not unreasonably withhold approval for items that are necessary, reasonable and customarily required for the provision of services under this Agreement. All direct cost items purchased and paid for by the District shall become the property of the District at the time of the Districts payment to the Program Manager for the items. Should Program Manager enter into leases or service agreements on behalf of the District for which District has given prior written approval, upon termination of this Agreement, such commitments may be assigned to and assumed by the District.

ARTICLE 7

PAYMENTS TO THE PROGRAM MANAGER

Invoicing and Payment.

- 7.1. Invoices for Program Manager's Fees and direct costs incurred shall be submitted monthly. Program Manager shall monitor its labor and expenses so as not to exceed the established total fee. The District shall be alerted when 80% of the not-to-exceed fee has been expended. Notification shall include an estimate of additional fees required based on known service requirements to complete the program management services.
- 7.2. Payment shall be made no later than thirty (30) days from the receipt of a detailed and itemized invoice. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until resolved. Program Manager reserves the right to suspend or terminate services upon reasonable notice for the nonpayment of undisputed invoices.

ARTICLE 8

INDEMNITY AND INSURANCE

8.1. Indemnity.

- 8.1.1. The Program Manager agrees to indemnify and hold the District harmless from all claims for bodily injury and property damage to the proportionate extent that they arise from the Program Manager's negligent acts under this Agreement.
- 8.1.2. The District agrees to indemnify and hold the Program Manager harmless from all claims for bodily injury and property damage to the proportionate extent that they arise from the District's negligent acts under this Agreement.

8.2. Program Manager's Liability Insurance.

- 8.2.1. The Program Manager shall purchase and maintain such insurance as well to protect him from the claims set forth below which may arise out of or result from the Program Manager's operations under this Agreement.
 - 8.2.1.1. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
 - 8.2.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
 - 8.2.1.3. Claims for damages because of bodily injury, or death of any person other than his employees.
 - 8.2.1.4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the Program Manager or (2) by any other person.
 - 8.2.1.5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom.
 - 8.2.1.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 8.2.2. The Program Manager's Commercial General and Automobile Liability Insurance, as required by Sections 8.2.1 shall be written for not less than limits of liability as follows:

- 8.2.2.1. Commercial General Liability
 - a. Bodily Injury and Property Damage \$1,000,000 Each Occurrence
 - b. Combined \$2,000,000 Aggregate
 - c. Personal Injury \$2,000,000 Aggregate

- 8.2.2.2. Comprehensive Automobile Liability
 - Bodily Injury and Property Damage Combined \$1,000,000 Each Occurrence

- 8.2.2.3. Workers Compensation and Employer Liability \$1,000,000 Each Occurrence

8.2.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

8.2.4. Without limiting any liabilities or any other obligations of Program Manager, Program Manager shall obtain and maintain, and at all times be able to provide proof of, professional liability insurance, including errors and omissions coverage for Program Manager's negligence, errors and omissions, if any, in its performance of this Agreement in an amount of \$1,000,000 for each occurrence.

8.2.5. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled nor renewed until at least sixty (60) days' prior written notice has been given to the District. Certificates of Insurance showing such coverage to be in force shall be filed with the District prior to commencement of the Work.

8.3. Waiver of Subrogation

8.3.1 The Program Manager waives subrogation against the District to the extent of any insurance recoveries that may be obtained by Program Manager for damages caused by fire or other perils covered by insurance, except such rights as Program Manager may have to proceeds of insurance held by District or any other person as trustee on behalf of Program Manager,

8.3.2 If the policies of insurance referred to in this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, Program Manager will cause them to be so endorsed.

8.4. Limitation of Liability

Program Manager covenants that its services are performed in accordance with the customary standards of its profession. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts or services. Except as otherwise provided for in this Agreement, the sole liability of Program

Manager arising out of or in connection with this Agreement shall be limited to Program Manager correcting any work performed by Program Manager which has failed to meet that standard of performance, provided such failure is reported to Program Manager within thirty days of discovery or occurrence, whichever is later. The foregoing remedy shall be the District's sole remedy under this Agreement, and the District releases Program Manager from all other liability, including direct, indirect, incidental or consequential damages incurred by the District or any third party which are caused by or in any way related to the performance of services under this Agreement or by the use of work products of this Agreement.

ARTICLE 9

TERMINATION OF THE AGREEMENT AND DISTRICT'S RIGHT TO PERFORM PROGRAM MANAGER'S OBLIGATIONS

- 9.1 If Program Manager fails to perform Program Manager's duties to the satisfaction of the District, or if Program Manager fails to fulfill in a timely and professional manner Program Manager's material obligations under this Agreement, or if Program Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Program Manager. In the event of a termination pursuant to this subdivision, Program Manager 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 the District's costs because of Program Manager's actions, errors, or omissions.
- 9.2 District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Program Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Program Manager if there is a termination for convenience.
- 9.3 The Program Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, 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 Program Manager. Such termination shall be effective thirty (30) days after District's receipt of written notice from Program Manager.
- 9.4 If, at any time in the progress of the Program, the District determines that the Program should be terminated, the Program Manager, upon written notice from the District of such termination, shall immediately cease work on the Program. The District shall pay the

Program Manager only the fee associated with the services provided and approved by District since the last paid invoice and up to the notice of termination.

ARTICLE 10

MISCELLANEOUS

- 10.1. Retention of Documents and Files.** Pursuant to and in accordance with provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of the District and the Program Manager connected with the performance of this Agreement shall be subject to the examination and audit of the State Auditor at the request of the District for a period of three (3) years after final payment is made under this Agreement. The Program Manager shall cause to be presented such books, records and files for the audit period.
- 10.2. District's Employment of Program Manager Employees.** During the term of this Agreement, and for twelve (12) months immediately following its termination, District agrees that it shall not directly or indirectly solicit, recruit, offer employment to, or otherwise engage or retain any members of Program Manager's professional staff to perform, on behalf of the District, services of the nature rendered by Program Manager. It is agreed by District that if District violates this provision, it shall pay Program Manager the equivalent of six months' salary of the employee in question as liquidated damages to cover Program Manager's loss of said employee and costs to obtain a similar highly-qualified employee.
- 10.3. Prohibited Interests.**
- 10.3.1 Solicitation.** Program Manager maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Program Manager, to solicit or secure this Agreement. Further, Program Manager warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Program Manager, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this Warranty, District shall have the right to rescind this Agreement without liability.
- 10.3.2 Conflict of Interest.** For the Term of this Agreement, no director, official, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 10.3.3 Conflicts of Interest Prohibited.** The Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any Project: Design Professional,

Project Construction Management, Inspector of Record (“IOR”) or Test/Inspection. If the Program Manager identifies potential Design Professionals, Project Construction Managers, Project Inspectors or Test/Inspection services in connection with a Project, the Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither the Program Manager nor any person who holds any equity interest in Program Manager’s organization is a former or current holder of any equity interest in the firm identified and that neither the Program Manager nor any holder of any equity interest in the Program Manager’s organization has any financial interest in the firm identified. The District reserves the sole discretion to waive this subsection’s requirement on a case-by-case basis.

10.3.4 Program Manager shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District to ensure compliance for the design, coordination or management of other work related to the Program. This shall include, without limitation, coordination with State labor compliance, if any. If the Program Manager employs Consultant(s), the Program Manager shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

10.4. Independent Contractor. District retains the Program Manager on an independent contractor basis and the Program Manager is not an employee, agent, or representative of the District. Personnel performing the services under this Agreement on behalf of the Program Manager shall at all times be under the Program Manager's exclusive direction and control. The Program Manager shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Work, as required by law. The Program Manager shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

10.5. Equal Opportunity Employment. Program Manager represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, promotion, transfer, recruitment or recruitment advertising, layoff, or termination.

10.6. Fingerprinting Requirements. Unless exempted, Program Manager shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who have contact with the District’s pupils. Program Manager shall also ensure that its consultants on the Program comply with the requirements of Section 45125.1. To this end, Program Manager and its consultants must provide for the completion of the certification form attached as Exhibit “D” and incorporated herein by reference prior to any of Program Manager’s employees, or those of any other consultants, coming into contact with District’s pupils.

10.7. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California, without regard to conflict of laws, principles, and venue shall be Orange County.

10.8. Headings. Article and section headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

10.9. Validity of Agreement. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such portion.

ARTICLE 11

NOTICES

All notices and other communications required or permitted by this Agreement shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the United States Mail, first class postage prepaid, and addressed to the party at its applicable address set forth below, or at such other address as the respective party may provide in writing for this purpose. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

District: Orange Unified School District
Attn: _____
1401 North Handy Street
Orange, CA 92867

Program Manager: _____
Attn: _____
_____, CA 9____

This Agreement was executed the day and year first written above.

DISTRICT:

By: _____

Name: _____

Title: _____

PROJECT MANAGER:

By: _____

Name: _____

Title: _____

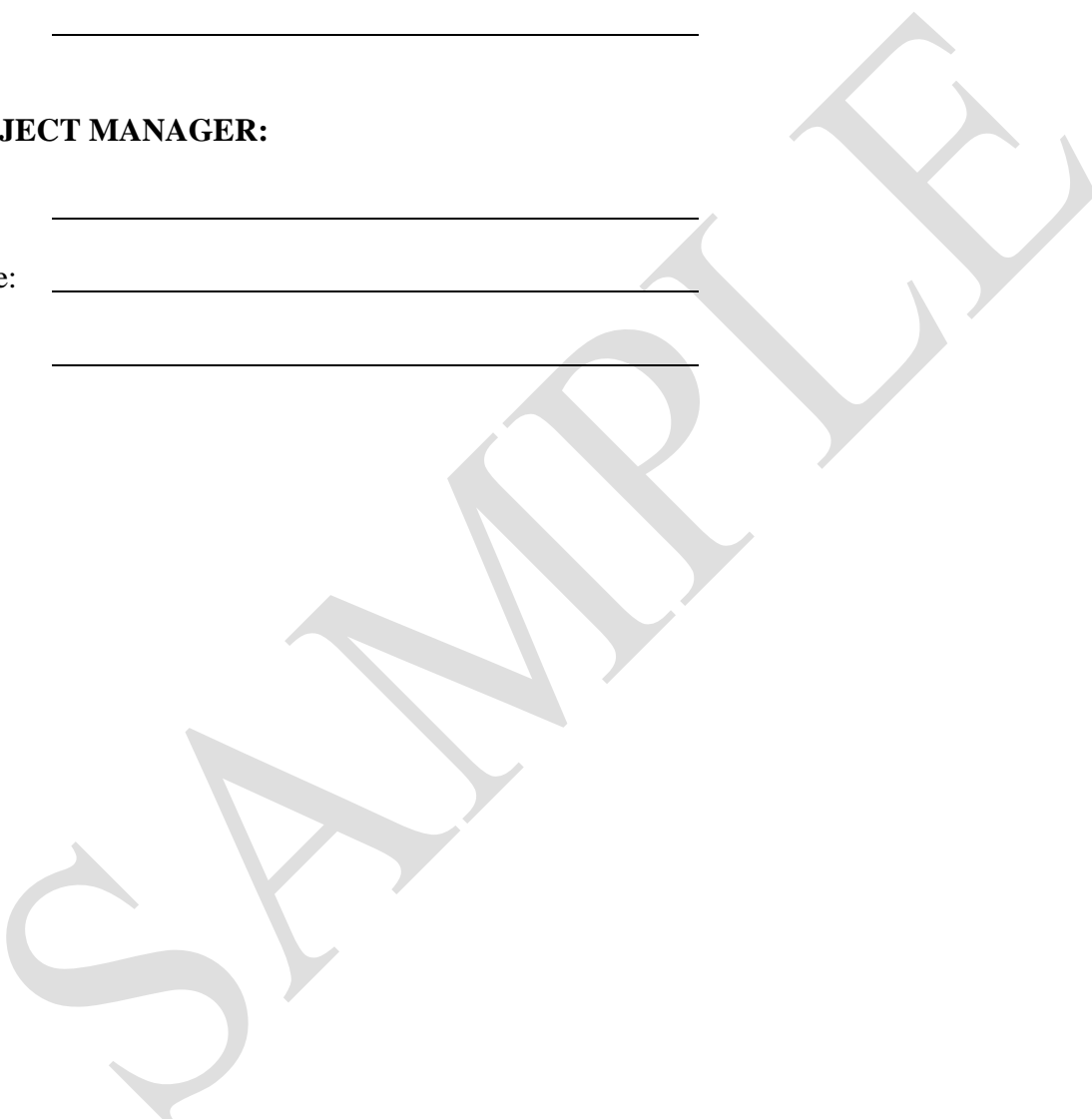


EXHIBIT “A”
PROJECT LIST

SAMPLE

EXHIBIT “B”
SCHEDULE OF RATES

SAMPLE

EXHIBIT “C”

DIRECT COST ITEMS

SAMPLE

EXHIBIT “D”

**CRIMINAL RECORDS CHECK CERTIFICATION
(Fingerprinting Requirements)**

PROGRAM MANAGER’S CERTIFICATION

With respect to the Contract dated _____ 2016 by and between Orange Unified School District (“District”) and _____ (“Program Manager”) for the provision of program management services, Program Manager hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Architect’s Representative

Date

PROGRAM MANAGER’S EXEMPTION

Pursuant to Education Code section 45125.1, the Orange Unified School District (“District”) has determined that _____ (“Program Manager”) is exempt from the criminal background check certification requirements for the Contract dated _____, 2016 by and between the District and Program Manager (“Contract”) because:

- The Program Manager’s employees will have limited contact with District students during the course of the Contract; or
- Emergency or exceptional circumstances exist.

District Official

Date

PROGRAM MANAGER CONSULTANT’S CERTIFICATION

The Orange Unified School District (“District”) entered into a contract for program management services with _____ (“Program Manager”) on or about _____, 2016 (“Contract”). This certification is submitted by _____, a consultant to the Program Manager for purposes of that Contract (“Consultant”). Consultant hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant’s Representative

Date

PROGRAM MANAGER CONSULTANT’S EXEMPTION

The Orange Unified School District (“District”) entered into a contract for program management services with _____ (“Program Manager”) on or about _____, 2016 (“Contract”). Pursuant to Education Code section 45125.1, the District has determined that _____, a consultant to the Program Manager for purposes of that Contract (“Consultant”), is exempt from the criminal background check certification requirements for the Contract because:

The Consultant’s employees will have limited contact with District students during the course of the Contract; or

Emergency or exceptional circumstances exist.

District Official

Date