Construction Management Services Agreement between the Los Angeles Unified School District of Los Angeles County
And
SUCCESSFUL CONSTRUCTION MANAGEMENT FIRM

June 17, 2002

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FACILITIES MODERNIZATION PROJECTS
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Construction Management Services Agreement between the Los Angeles Unified School District of Los Angeles County and

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO THIS ___ DAY OF JUNE, 2002 between _________________ herein after referred to as the “CM”, and LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY (LAUSD) herein after referred to as the “District.”

WHEREAS, District desires certain services herein described and CM firm is capable of providing and desires to provide these services;

NOW, THEREFORE, District and CM firm agree to the terms and conditions hereinafter specified agree as follows:

1. PERIOD OF AGREEMENT

1.1 This Agreement shall become effective June 17, 2002, and shall continue until June 30, 2004.

1.2 As an option available to the District, Administrator may extend this Agreement in one (1) year increments, not to exceed maximum total extension period of two (3) years, to coincide with the District’s fiscal year ending June 30th. Unless otherwise stated in the extension, the provisions of this Agreement will remain in effect. Any option exercised will be issued as an amendment to this Agreement.

2. DEFINITIONS

2.1 “Administrator” shall mean the Chief Facilities Executive of Los Angeles Unified School District (LAUSD) or his/her authorized representatives, as indicated in specific Work Authorizations.

2.2 “Agreement” shall mean this Agreement together with all amendments, attachments, and appendices and other documents incorporated herein by reference as though fully set forth herein.

2.3 “CM” and “CM firm” shall mean the construction management firm.

2.4 “District” shall mean Los Angeles Unified School District (LAUSD).
3. SCOPE

This Agreement establishes the general conditions for the term of the Program. Scope of Services to be provided by CM firm is detailed in EXHIBIT A, SCOPE OF SERVICES. District shall issue written Work Authorizations describing the subject matter, the services to be performed, the schedule for their performance, the estimated number of hours expected to be spent by the CM firm as Extension of Staff, and the estimated cost of such services. Such Work Authorizations shall also identify the authorized District representative(s) who shall provide direction on each project. The Work Authorization sample form is attached as EXHIBIT D.

4. RELATIONSHIP OF THE PARTIES

4.1 District Representative

For the purposes of this Agreement, the District’s authorized representative shall be the District’s Chief Facilities Executive, acting by and through authorized representatives, referred to herein as “Administrator.”

4.2 CM

CM firm shall act on behalf of the District limited to that scope of authority as described in this Agreement. In all matters governed by this Agreement, the CM firm shall be considered as Extension of Staff, however, CM’S authority shall not include approval of payments to contractors, CMs and other vendors. Further, CM firm has no authority to bind the District in contractual obligations.

4.3 Independent Contractor

While engaged in performance of this Agreement the CM firm is an independent contractor and is not an officer, agent, or employee of the District. CM is not entitled to benefits of any kind to which District’s employees are entitled, including but not limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits. CM assumes full responsibility for the acts and/or omissions of CM’s employees or agents as they relate to performance of this Agreement. CM assumes full responsibility for workers’ compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to CM and CM’s employees.
5. NOTICE TO PROCEED

The CM shall commence the services described in the Work Authorization herein for the project(s) and on the date(s) specified in written Work Authorizations issued by the Administrator.

6. TERMINATION

6.1 Termination For Default

The District may terminate this Agreement and be relieved of the obligation of payment of any further consideration to CM should CM fail to perform the duties herein contained at the time and in the manner herein provided. Notice of deficient performance will be given to CM in writing and CM will have ten (10) business days to correct deficiencies to the satisfaction of the District. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The District’s actual and reasonable damages resulting from CM’s failure to perform, if any, excluding any claim for consequential damages, (e.g. loss of use or loss of revenue), shall be deducted from any sum due the CM under this Agreement, and the balance, if any, shall be paid the CM as provided in Article 6.4a, below.

CM may terminate this Agreement or suspend service upon ten (10) business days written notice, only if the District, through no fault of CM, should substantially fail to make payments as provided herein.

6.2 Failure to Disclose

CM’s failure to disclose, prior to contract award, known information pertaining to investigations performed by or on behalf of government agencies or other administrative authorities, wrongdoing, or criminal investigation will be considered a failure to perform. Should the CM be later found to be the subject of an undisclosed investigation or found guilty in a court of law of a criminal violation due to an undisclosed investigation, the District may terminate this contract under Article 6.1.

6.3 Termination For Convenience

The District at its sole discretion reserves the right to terminate all or part of this Agreement upon ten (10) business days written notice to the CM or within a mutually agreeable number of days. The District may terminate specific project or construction management services without electing to cancel the entire agreement.
6.4 Compensation For Termination

a. Upon termination for default, the CM will be paid for all authorized work performed up to the termination date, but (1) no amount shall be allowed for anticipated profit on unperformed services or other defective work, and (2) any payment due the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the District because of the CM’s failure to perform.

b. Upon termination for convenience, an equitable adjustment shall be made for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CM for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CM relating to written commitments that were executed prior to the termination. CM will not be compensated for anticipated profit on unperformed services or any unperformed work.

c. Upon receipt of a termination action under Articles 6.1, 6.2, or 6.3, above, the CM shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the District all data, computer data files, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CM in performing this Agreement, whether completed or in process.

d. Upon termination under Articles 6.1, 6.2, or 6.3, above, District may take over the work and may award another party an Agreement to complete the work under this Agreement.

e. If, after the termination for failure of the CM to fulfill contractual obligations, it is determined that the CM had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the District. In such event, adjustment of the Agreement price shall be made as provided in Article 6.4.b.

6.5 Data prepared by CM

In the event of termination, whether for convenience or failure to perform, all exhibits, plans, calculations, studies, reports, texts, special forms, schedules, and any other written information pertaining to Project shall become District property. While CM accepts no liability for the District’s negligent acts or omission’s in the further use of CM’s work products, in the event of, and after the date of, termination, CM accepts the responsibility for the accuracy of data previously provided or created by CM.
7. CM RESPONSIBILITIES

7.1 The CM shall provide project and construction management services as assigned by the Administrator including, but not limited to, that specified in Scope of Services and in written Work Authorizations.

7.2 In the delivery of services by the CM it is clearly understood that contractors are solely responsible for construction means, methods, sequences and procedures used in the construction of the Projects and for the safety of their personnel and their operations and for performing in accordance with the contracts between the contractors and the District.

8. CHANGES TO WORK AUTHORIZATIONS

The Administrator reserves the right to, at anytime, add, delete or amend CM firm’s services.

9. CM STAFF

9.1 No substitution of CM firm staff members presented in the Submittal shall be allowed without written approval of the Administrator.

9.2 The CM firm shall assign staff to work under this Agreement only after receiving written approval by the Administrator.

9.3 CM firm agrees that approved personnel assigned to the Project shall not be transferred or redirected to another project without prior written approval of the Administrator, unless the employee is no longer employed by the CM firm.

9.4 The Administrator shall have the right to require the CM firm to remove from the work any employee of the CM firm determined by the Administrator to be unqualified, uncooperative, or otherwise unacceptable.

9.5 The Administrator shall have the right to transfer the CM firm staff to various Local Districts and Division offices.

9.6 The Administrator shall have the right to integrate District staff with CM firm staff.

10. COMPENSATION

10.1 Total Compensation

The actual compensation for a specific scope of work shall be based on scope, type, duration, and level of effort as identified in the specified Work Authorizations. (See EXHIBIT D attached hereto and incorporated herein as part of this Agreement.) Total compensation under this Agreement shall not exceed the aggregate value amounts established in the Work
Authorizations. In addition, the total compensation under any individual Work Authorization shall not exceed the approved value for the Work Authorization.

10.2 Method of Compensation

District shall reimburse CM in accordance with Billing Rates established in Exhibit C.

10.3 Calculation of Compensation

Compensation shall be based on actual hours worked by CM’s employees, excluding sick leave, holidays, and vacations. The hours worked (H) shall be reimbursed at the APPROVED BILLING RATE.

10.4 Submission and Documentation of Payment Requests

Payment is contingent upon monthly submission of payment requests and documentation as specified below, no later than ten (10) working days after the end of the month for which costs were incurred, and approval by the Administrator. An officer of CM’s firm must sign payment requests with the following verification above the signature.

“I certify under penalty of perjury to the best of my knowledge and belief that the above invoice and accompanying time sheets are true and correct according to the terms of Agreement No.______ and that payment has not been previously requested or received. Executed on this _____ day of __________ 20___ in (city)____________________, California.”

1. Itemized weekly timesheets must accompany payment requests. Documentation must be provided on reporting forms specified or approved by the District, and must show the total contract price; total cost incurred to date; total monthly cost incurred. Itemized weekly listing of hours worked by classification, name, level and billing rate; and a description of the tasks performed by each individual. The above shall be organized as directed by the Administrator. Documentation for payment of services provided by CMs must contain the same level of backup as that provided by the CM.

10.5 Subconsultants Performing Work Within the Scope of Services

CM may enter into Subconsultant agreements with CMs only as approved by the Administrator and will be compensated at the hourly billing rates as set forth in Exhibit A attached, hereto.

10.6 Manner of Payment

All sums due and payable to CM shall be paid within thirty (30) days of receipt by the District’s Accounts Payable department of CM’s invoice approved by the Administrator. In the event certain items are disputed, the
District will pay the full amount of the items not disputed. As soon as the disputed items are resolved, they will be paid within thirty (30) days.

10.7 District Audit of CM’s Records

District shall have the right to audit CM’s records supporting the invoices such as payroll records and time sheets. Article 26, below, RIGHT TO AUDIT, shall also be applicable. Also see Exhibit E.

10.8 District Evaluation of CM’s Performance

District shall have the right to perform an evaluation of the CM and the CM’s staff on a quarterly basis or as frequently as the District deems necessary. The Local District Facilities Director or the Local District Project Manager will provide the CM with the results of the evaluation prior to the renewal of the annual work authorization. Article 28, below, EVALUATION, shall also be applicable.

11. COST PRINCIPLES

11.1 CM agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations Systems, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

11.2 CM also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

11.3 Any costs for which payment has been made to CM that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, are subject to repayment by CM.

11.4 Any subcontract entered into as a result of this Agreement, shall contain all the provisions of the Agreement.

12. STANDARD OF CARE

12.1 CM, in the performance of services pursuant to this Agreement, shall exercise that degree of skill, judgment and care normally employed by professional project managers or CMs performing similar services in Los Angeles, California.

12.2 CM firm providing continuous project/construction management services are not eligible for any other architectural, engineering, design work with LAUSD.
13. INDEMNIFICATION

CM undertakes and agrees to defend, indemnify and hold harmless District and any and all of District's Boards, Officers, Agents, Employees, Manager and Successors in Interest from and against all suits and causes of actions, claims, losses, demands and expenses, including but not limited to reasonable attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CM's employees and agents, or damage to or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of CM or its subconsultant of any tier, except for those arising from active negligence or willful misconduct of District.

14. INSURANCE

The CONSULTANT shall secure and maintain, at a minimum, insurance as specified in the DISTRICT's “Request for Proposal”, with insurance companies acceptable to the DISTRICT to protect the CONSULTANT and any person, firm, or corporation, employed directly or indirectly by it upon or in connection with performance under this Agreement from claims which may arise from operations under the Agreement, whether such operations are by the CONSULTANT or by any person, firm or corporation, employed directly or indirectly by it upon or in connection with its performance. The CONSULTANT further shall furnish to the DISTRICT's Contract Section certificates of such insurance, which shall include a minimum thirty (30) day cancellation clause. Failure to maintain insurance and furnish the required certificates may be considered a breach of this Agreement by the CONSULTANT, and the DISTRICT may terminate this Agreement without waiver of any other remedy that it may have.

Included in the CONSULTANT's insurance program will be:

A. Worker's Compensation Insurance in accordance with provisions of California Labor Code, adequate to protect the CONSULTANT and any person, firm, or corporation, employed directly or indirectly by it upon or in connection with performance under this Agreement from claims under Worker’s Compensation Acts that may arise from operations under the Agreement, whether such operations are by the CONSULTANT or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the work.

B. Comprehensive Bodily Injury and Property Damage liability insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than $1,000,000 each occurrence (the Limits specified in the DISTRICT’s Request for Proposal). The policy so secured and maintained shall include Contractual or Assumed Liability Insurance and
Owned, Hired, and Non-Owned Automobiles Insurance and shall be endorsed to name the Los Angeles Unified School District and Board of Education as additional insured.

C. Professional liability insurance to cover any and all errors and omissions arising out of the services performed in the amount of $1,000,000 (the limits specified in the DISTRICT’s Request for Proposal).

The CONSULTANT shall require any person, firm, or corporation, employed directly or indirectly by it upon or in connection with performance under this Agreement to maintain such insurance as will protect the DISTRICT from claims as set forth above.

15. ACCIDENT REPORTS

CM shall report in writing to Administrator within five (5) working days after its officers employees have any knowledge of accident or occurrence involving death of, or injury to any person or persons, or damage in excess of Five Hundred Dollars ($500) to property, if CM’s officers, agents or employees are in any way involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to CM, its officers or managing agents.

16. CLAIMS AND DISPUTES

16.1 Negotiation

Any claim that CM may have regarding the performance of this Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Administrator within 30 days of accrual of claim or such date the dispute is known to exist. The District and CM shall then attempt to negotiate a resolution of such claim. Where it is agreed, as part of the negotiation process, that the CM’s compensation or time will be adjusted, such adjustment shall be implemented through the Work Authorization process.

16.2 Arbitration (Threshold)

Should the CM and the District fail to resolve the claim, the matter shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then prevailing unless the parties mutually agree otherwise. No arbitration arising out of, or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the CM, District, and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute
consent to arbitration of any dispute not described therein or with any person not named therein. This Agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

16.3 Notice of Demand

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within thirty (30) day’s time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when applicable statutes of limitations would bar the institution of legal or equitable proceedings based upon such claim, dispute or other matters in question.

16.4 Process

In any judicial proceeding to enforce this Agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration Act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitration, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

16.5 Award

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

17. ACCESS TO CM AND SUBCONSULTANT RECORDS

17.1 CM and its Subconsultants shall maintain and make available in Los Angeles County, California the accounting records and books of original entry which include but are not limited to, general ledger, journal entries, trial balance, cash disbursement ledger, cash receipts ledger and the appropriate source documentation. Accounting records must be maintained in accordance with generally accepted accounting practices. The accounting system will be organized in such a manner as to provide direct and indirect cost information.

17.2 The District or any duly authorized representative shall have access and the right to examine, audit, excerpt, and transcribe such books, documents, papers, or records of the CM and of CMs which may be related or pertinent to the Agreement. Generally, there would be a three (3) day notice before records are provided for access. The CM or CMs shall make such material available in Los Angeles County, California for a period of three (3) years after the termination of the Agreement. The District agrees
to treat all such documents as confidential to the extent permitted by law, except that the District in the preparation and conduct of litigation may use them. Article 26, below, RIGHT TO AUDIT, shall also be applicable.

17.3 All contracts between CM and CMs shall require the CM to comply with the above requirements concerning their records.

18. OWNERSHIP OF DOCUMENTS

All reports, studies, plans, calculations, exhibits and other submittals required of CM in the performance of services shall become the property of District upon acceptance thereof. CM may retain a copy of such documents solely for its records. CM shall have no liability arising from use of such documents by District for purposes other than the Project.

19. RELEASE OF INFORMATION

CM shall not make any public information release in connection with services performed under this Agreement without advance written permission of the Administrator except for Securities and Exchange Commission (SEC) reporting requirements or any other federal state or local reporting requirements. Article 27, below, CONFIDENTIALITY, shall also be applicable.

20. APPLICABLE LAWS AND COMPLIANCE

20.1 Applicable Laws and Policies

a. It is expressly understood and agreed that this Agreement and all questions arising there under shall be construed according to the laws of the State of California.

b. CM and District shall, at all times, comply with all laws, statutes, ordinances, rules and regulations applicable thereto, enacted and adopted by federal, state, regional, municipal or other governmental bodies, departments or offices thereof. In addition to the foregoing, CM shall comply immediately with any and all directives issued by Administrator or authorized representative under authority of any such law, statute, ordinance, rule or regulation.

20.2 Licenses and Permits

CM shall, without additional expense to the District, be responsible for obtaining any licenses and permits required for CM to perform business in California, excluding licenses and permits for construction sites. Without eliminating the requirement as specified in 4.C above the CM in regards to licenses and permits, shall be considered an independent contractor.

20.3 Conflict of Interest
CM covenants that CM 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 CM to perform work pursuant to this Agreement. Article 25, below, CONFLICT OF INTEREST, shall also be applicable.

20.4 Fair Employment

It is the policy of the District that in connection with all work performed under District agreements there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex or other protected classification, or solely on the basis of handicap, and therefore, the CM agrees to comply with applicable Federal and California laws. In addition, the CM agrees to require like compliance by all CMs employed on the work.

20.5 Limitation on CM’s Responsibilities

Nothing in this Agreement shall be construed to mean that the CM supplants or assumes any of the contractor’s contractual responsibilities or the design consultant’s contractual or customarily assumed responsibilities.

21. ASSIGNMENTS

Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.

22. AMENDMENTS

This Agreement may be amended only by mutual consent of the parties hereto in writing.

23. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be by certified United States mail, postage prepaid. When so given, such notice shall be effective from the date of receipt of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice shall be addressed as follows:
Notice to District:  With Copy to:
Chief Facilities Executive
Los Angeles Unified School District of Los Angeles County
355 South Grand Avenue, 11th Floor
Los Angeles, CA  90071

Notice to CM:  With Copy to:
(Insert Names and addresses.)

24. WAIVER

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the District to declare a default or failure to perform or to take any other action on account of the violation of such condition if such violation be continued or repeated.

25. CONFLICT OF INTEREST

25.1 CM represents that CM has no existing financial interest and will not acquire any such 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 subcontracted in connection with this Agreement, or employed by CM. CM shall not conduct or solicit any non-District business while on District property or time.

25.2 CM will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

25.3 CM warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this agreement. Any breach of this warranty shall be a material breach of each and every contract between District and CM.

25.4 As a condition of this agreement, Contractor agrees to comply with the Code of Ethics set forth in the Los Angeles Unified School District Ethics Policy Statement, which is attached hereto as EXHIBIT C and made a part hereof.

25.5 Should a conflict of interest issue arise, CM agrees to fully cooperate in any inquiry and to provide the District with all documents or
other information reasonably necessary to enable the District to
determine whether or not a conflict of interest existed or exists.

25.6 Failure to comply with the provisions of this Article shall constitute
grounds for immediate termination of this agreement, in addition to
whatever other remedies the District may have.

26. RIGHT TO AUDIT

CM understands and agrees that District has the right to conduct pre-
award and post award audits of financial records, project documents, work
in progress and other records pertaining to the performance of the work
under the agreement, whether such records were prepared by CM, its
subcontractors or anyone else associated with the work. CM shall provide
District, at CM’s expense, a copy of all such records within five (5) working
days of a written request from District. District’s right shall also include
access at reasonable times to CM’s office and facilities for the purpose of
interviewing employees and inspecting and copying of such books, records, accounts and other material which may be relevant to a matter
under investigation. CM shall, at no cost to District, furnish reasonable
facilities and assistance for such review and audit. CM’s failure to provide
records or access within the time requested shall preclude CM from
receiving any payment due under the agreement until such documents are
provided. CM agrees to maintain such records for a period of three (3)
years following final payment under the agreement.

See Exhibit E for related information.

27. CONFIDENTIALITY

27.1 This agreement, all communications and information obtained by
CM from District relating to this agreement, and all information developed
by CM under this agreement, are confidential. Except as provided in
Article 9.3, without the prior written consent of an authorized
representative of District, CM shall neither divulge to, nor discuss with,
any third party either the work and services provided hereunder, or any
communication or information in connection with such services or work,
except as required by law. Prior to any disclosure of such matters,
whether as required by law or otherwise, CM shall inform District, in
writing, of the nature and reasons for such disclosure. CM shall not use
any communications or information obtained from District for any purpose
other than the performance of this agreement, without District’s written
prior consent.

27.2 At the conclusion of the performance of this agreement, CM shall
return to District all written materials constituting or incorporating any
communications or information obtained from District. Upon District’s
specific approval, CM may retain copies of such materials, subject to the
requirements of Article 9.1.
27.3 CM may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Article 9.1 that is reasonably required for the performance of the subcontractor’s work. Prior to any such disclosure, CM shall obtain the subcontractor’s written agreement to the requirements of Article 9.1 and shall provide a copy of such agreement to District.

27.4 CM represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of District.

27.5 CM’s obligation of confidence with respect to information submitted or disclosed to CM by District hereunder shall survive termination of this agreement.

28. EVALUATION

The CM acknowledges that the presentation or services may be evaluated by the participants, the Sponsor, the District’s Program Evaluation & Research Branch (PE&RB) or any other District offices or schools and understands that the results of the evaluation may be made available to the Contractor, other schools and offices within the District, and other school districts and agencies upon request. The CM agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

29. EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between the District and the CM and supersedes all prior negotiations, representations, or agreements, either written or oral.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

By signing this agreement, the CM certifies that:

(a) The CM and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State agencies, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not
presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Agreed by:

LOS ANGELES UNIFIED SCHOOL DISTRICT OF CM FIRM
LOS ANGELES COUNTY BY BOARD OF EDUCATION
OF THE CITY OF LOS ANGELES

BY: James A. McConnell, Jr.                     BY: ____________

BY: ____________________                     BY: ____________
Signature

TITLE: Chief Facilities Executive
Facilities Services Division

Date: ____________

BY: S. Thais Rothman
Contracts Supervisor

BY: ____________________
Signature

Date: ____________