

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

Program Manager shall provide professional services necessary for completing the following:

1. PROGRAM DEFINITION SERVICES

- 1.1. Within 120 days from the date of this Agreement, Program Manager shall complete all work necessary to perform testing of the program and projects scope to budget validation, project sequencing and packaging, Program and project budgets, program duration and bond issuance frequency in order to evaluate potential cost-savings.
- 1.2. Prepare a written summary of Program Manager's evaluation and recommendation(s) regarding Program definition and cost-savings.
- 1.3. Present Program Manager's evaluation and recommendation(s) to District staff and/or the Board at the District's request.

2. BASIC SERVICES

- 2.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 2.2. Monitor and advise the District as to all material developments in the Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Program using software selected by District.
- 2.3. Be the focal point of all communication to and from construction Contractor(s).
- 2.4. Develop and implement methods to budget and track all expenditures on each Project. Program Manager shall generate monthly reports to the District reflecting this information.
- 2.5. Prepare methods to track and report on schedule status for each Project and for the overall Program. Program Manager shall develop master schedules and milestone schedules for each Project and shall report on same each month to the District.
- 2.6. The Program Manager will be required to attend and provide updates at each Board meeting. The Program Manager shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 2.7. Program Manager shall work cooperatively with the Design Team and the District to:
 - 2.7.1. Define and schedule the Projects in the Program.
 - 2.7.2. Provide Services that will result in the development of an overall Program strategy with regard to phases, construction schedules, timing,

budget, prequalification, Construction Manager procurement, Contractor procurement, construction materials, building systems, and equipment.

- 2.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.
- 2.9. Cooperate with other professionals employed by the District for the performance of constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies.
- 2.10. Interface with Construction Manager(s), all general and/or trade Contractors, and all subcontractors during construction to ensure that the District is provided with an acceptable Program and the best value for taxpayer dollars.
- 2.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Program, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 2.12. Contract for or employ, at Program Manager's expense, subconsultant(s) to the extent deemed necessary for Program Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any subconsultant(s) employed by the Program Manager under terms of this Agreement.
- 2.13. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Program and the Project(s), including District staff and consultants, Construction Manager(s), citizens' bond oversight committee, other District committees, and the community to facilitate the timely completion of the Program and the Project(s) within Board-approved budgets and to District design standards.
- 2.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Program. Program Manager shall invite the District and/or its representative and the Project Inspector(s) to participate in these meetings. Program Manager shall keep meeting minutes to document comments generated in these meetings.
- 2.15. Develop for District approval a Program time schedule at the start of Program development that does the following:

- 2.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding some, or all, of the individual bid packages;
- 2.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
- 2.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
- 2.15.4. Takes into account the District's occupancy requirements (showing portions of the Program having occupancy priority and with ongoing operational occupancy requirements.)
- 2.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Program Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Program Manager. Program Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 2.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the various Project(s) in the Program, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Program documentation.
- 2.18. At the request of the District, shall assist the District in procuring, management and oversight of a Program Management Information System ("MIS") to assist in establishing communications between the District, Program Manager, Construction Manager(s), design professional(s), Contractor(s), Project Inspector(s) and other parties on the various Project(s) in the Program. In coordinating the development of the MIS, the Program Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 2.19. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 2.20. Preparation of a bidders list for each package for approval by the District.
- 2.21. When managing and overseeing the Construction Manager for specific projects:
 - 2.21.1. **Oversight of Prequalification Process.** The Program Manager will assist the District, the Design Team and, as applicable, the Construction Manager for a Project in pre-qualifying bidders and completing the prequalification process for award of a Construction Contract for a Project if prequalification is permitted or required by the District. The Program Manager's services hereunder may include, without limitation:

- 2.21.1.1. Assistance with administration of the prequalification process;
 - 2.21.1.2. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for a Project, including preparation and distribution of prequalification questionnaires;
 - 2.21.1.3. Development of bidders' interest in a Project;
 - 2.21.1.4. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
 - 2.21.1.5. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
 - 2.21.1.6. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
 - 2.21.1.7. Interviewing possible bidders, references, bonding agents and financial institutions;
 - 2.21.1.8. Preparing recommendations for the District for pre-qualification of prospective bidders;
 - 2.21.1.9. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
 - 2.21.1.10. Assisting with resolution of any appeals;
 - 2.21.1.11. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Preliminary Services Agreement, Site Lease, and Facilities Lease with guaranteed maximum price; and
 - 2.21.1.12. Preparation of agenda items for Board approval.
- 2.21.2. **Communications to Board:** The Program Manager may be required to attend each Board meeting, and to provide updates at each meeting.
- 2.22. Attempt to generate interest among qualified bidders for Projects within the Program, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s).
- 2.23. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Program and Project(s) status.

- 2.24. Comply with any storm water management program that is approved by the District and applicable to the Program, at no additional cost to the District.
- 2.25. Ensure that all Project Contractor(s), sub-contractor(s), Architects and Construction Managers, and Program Managers, Architects and Construction Managers' subconsultant(s) comply with any District-approved storm water management program that is applicable to the Program and Project(s), at no additional cost to the District.
- 2.26. Provide direction and planning to ensure Program and Project(s) adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), the Tahoe Regional Planning Agency ("TRPA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Program Manager shall comply with, and ensure that all Consultants, all Construction Managers, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Program and Project(s), at no additional cost to the District.
- 2.27. Program Manager shall maintain accurate Program cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 2.28. Program Manager is **NOT** responsible for:
 - 2.28.1. Ground contamination or hazardous material analysis.
 - 2.28.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.28.3. Compliance with CEQA, except that Program Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor(s) and the Design Team to provide current information for use in CEQA compliance documents.
 - 2.28.4. Historical significance report.
 - 2.28.5. Soils investigation.
 - 2.28.6. Geotechnical hazard report.
 - 2.28.7. Topographic survey, including utility locating services.
 - 2.28.8. Other items specifically designated as the District's responsibilities under this Agreement.

2.28.9. As-built documentation from previous construction projects.

3. GENERAL PROGRAM SERVICES

- 3.1. **General:** Monitor and advise the District as to all material developments in the Program. Program Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for each Project in the District's Program. The Program Manager should be the focal point of all communication to and from the Construction Manager(s) for each Project and shall be copied on all communications between the District and its design professionals.
- 3.2. **Scheduling:** Prepare methods to track and report on schedule status for each Project and for the overall Program. Program Manager shall develop master schedules and milestone schedules for each Project and shall report on same each month to the District.
- 3.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. Program Manager shall generate monthly reports to the District reflecting this information.
- 3.4. **Communications to Board:** The Program Manager may be required to attend each Board meeting, and to provide updates at each meeting.
- 3.5. **Estimating:** On an as-needed basis, provide cost estimating review services for specific projects and/or scopes of work under the Program.
- 3.6. **Constructability Reviews:** On an as-needed basis, provide constructability review services for specific projects and/or scopes of work under the Program.
- 3.7. **Communications Coordination:** On an as-needed basis, provide Superintendent updates, website updates, communication coordination within the District and with stakeholders and other community members.

4. DSA CLOSEOUT AND CERTIFICATION SERVICES

- 4.1. As requested by District, Program Manager shall provide services to the District to close out existing, completed projects that were not constructed under the Program, but which are lacking DSA certification ("DSA Closeout of Existing Projects").
- 4.2. Such services for DSA Closeout of Existing Projects shall include:
 - 4.2.1. Reviewing the DSA website to identify uncertified projects at District sites;
 - 4.2.2. Reviewing and analyzing DSA documentation and requirements for obtaining DSA certification for the uncertified projects;
 - 4.2.3. Identifying an efficient strategy for timely DSA certification and closeout to ensure all uncertified projects are fully closed out and certified with the DSA prior to the commencement of Program Projects;

- 4.2.4. Coordinating and communicating with the DSA, District, and any other agencies, entities, firms or individuals throughout this process in order to successfully and timely obtain DSA certification for uncertified projects.
- 4.3. At District's request, Program Manager shall provide written updates regarding the status of each uncertified project, costs incurred as of the date of the District's request, and estimated costs to obtain certification for each project. Program Manager shall provide such written updates within Forty-Eight (48) hours of District's request.
- 4.4. District may in its sole discretion, at any time, notify Program Manger to cease any or all of its services relating to DSA Closeout of Existing Projects. Such notice shall be effective immediately.
- 4.5. Services for DSA Closeout of Existing Projects shall be billed as set forth in Exhibit D.

5. PLANNING AND ADMINISTRATION OF THE PROJECT

- 5.1. Cost Control. Program Manager shall develop and monitor an effective system of construction cost control for the Program. Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.
- 5.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project(s) that involve all members of the Project(s) teams, including District, design professional(s), Construction Manager(s), and construction Contractor(s).
- 5.3. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Program and the various Projects within the Program. The system will allow for monthly progress reports to the District regarding the schedule for the Program and the various Projects within the Program.
- 5.4. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and design professional(s). The Program Manager will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Program Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

6. PRECONSTRUCTION PHASE

- 6.1. Provide overall coordination of the Program and the Project(s); serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Program and the Project(s), including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the Contractor(s) to District and Project(s) Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project(s) Design Team to the Contractor(s).
- 6.2. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program.
- 6.3. As-needed, perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% of the Construction Documents Phase. As-needed, the Program Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Program Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, and construction duration. The Program Manager's actions in reviewing the design of the Project(s) and design documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third-party beneficiaries of the Program Manager's work described in this paragraph.
- 6.4. Develop master bid/award schedule(s) including construction milestones for the various Projects within the Program through the completion of construction, as directed by District, in coordination with design professional(s) and advise and consult with Construction Manager(s) and District.
- 6.5. Establish schedules for any Consultant, and for any soils, hazardous materials testing, or other testing, and review costs, estimates, and invoices of each.
- 6.6. Organize an initial planning workshop to create baseline parameters for the Program, to define overall building requirements, Program strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Program, coordination among phases, and budget and time constraints for each phase of the Program. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 6.7. Provide updated cost estimates for the Program at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 6.8. Advise District regarding "green building" technology and lifecycle costing, when applicable.

- 6.9. Oversee Construction Manager(s) coordination of all changes required by any utility company needed to complete the various Project(s) within the Program.
- 6.10. Review and tailor the District's front-end documents for the Program. Coordinate with Construction Manager(s) for the various Project(s) within the Program to recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of liquidated damages for each Project.
- 6.11. Where appropriate, the Program Manager shall provide: (i) assistance with administration of RFP/Q for selection of developer for Lease-Leaseback; (ii) assistance in negotiation of preliminary services agreements and/or Lease-Leaseback contract documents; (iii) preparation of agenda items for Board approval.

7. PRE-BIDDING PHASE

- 7.1. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 7.2. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project(s).
- 7.3. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Program. Establish, accordingly, a communications procedure for the Program that allows for decision making at appropriate levels of responsibility and accountability.
- 7.4. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 7.5. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for each Project as applicable and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Program Manager with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each of the Projects, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

8. BIDDING PHASE

- 8.1. Oversight of Bidding Process. The Program Manager will assist the District, the Design Team and, as applicable, the Construction Manager for a Project in completing the bidding process for award of a Construction Contract for a Project. The Program Manager's services hereunder may include, without limitation: (i) recommendations for pre-qualification of prospective bidders; (ii) assistance in development of documents necessary or appropriate for bidding

the Construction Contract for a Project; (iii) development of bidders' interest in a Project; (iv) assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate; (v) assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences; (vi) review of bid proposals for responsiveness to bid requirements and evaluation of bidder responsibility; (vii) tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project; and (viii) preparation of agenda items for Board approval.

9. CONSTRUCTION PHASE

- 9.1. Continually monitor whether construction contract requirements for the Program as a whole are being fulfilled and recommend courses of action to the District when Contractor(s) fails to fulfill contractual requirements.
- 9.2. Coordinate and monitor Construction Managers' performance in developing, implementing, and coordinating with assistance from the District, the design professional(s), and the Project Inspector, procedures for the submittal, review, verification and processing of applications by Contractor(s) for progress and final payments for all construction contracts.
- 9.3. Maintain a change order log for the Program compiling information from the change order logs maintained by the Construction Managers and implement procedures to expedite processing of change orders.
- 9.4. Implement procedures for issue identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 9.5. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.
- 9.6. To guard District against defects in the work of the construction contractor(s), Program Manager shall establish and implement a quality control program for Construction Managers to monitor the quality and workmanship of construction for conformity with:
 - 9.6.1. Accepted industry standards;
 - 9.6.2. Applicable laws, rules, regulations, or ordinances; and
 - 9.6.3. The design documents and Contract Documents.
- 9.7. Where the work of a construction Contractor does not conform as set forth above, Program Manager shall, with the input of design professional(s), obtain and compile reports from a Project's Construction Manger that:
 - 9.7.1. Notify the District of any non-conforming work observed by the Program Manager;
 - 9.7.2. Reject the non-conforming work; and

- 9.7.3. Take any and all action(s) necessary to compel the construction Contractor(s) to correct the work.
- 9.8. Obtain from the Construction Manager, compile, evaluate, track, and maintain Program-wide reports based on each Construction Manager's logs of requests for information ("RFI") from construction Contractor(s) and responses, shop drawings, samples, and other submittals, based, in part, on information obtained from the design professional(s). Advise District as to status and criticality of RFIs.
- 9.9. Establish and implement procedures, in collaboration with the District, Construction Manager(s), and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Maintain Program-wide records of submittal and shop drawing logs based on reports by Project Construction Manager(s).

10. PROJECT COMPLETION

- 10.1. The Program Manager shall conduct, with the Architect(s), Construction Manager(s), and District, final inspections of the Projects or designated portions thereof. The Construction Manager shall notify the Program Manager and the Program Manager shall notify District of final completion.
- 10.2. The Program Manager shall consult with the Architect(s), Project Inspector, Construction Manager(s), and the District, and the District shall determine when the Projects and the Contractors' work are finally completed. The Program Manager shall assist the District and the Construction Manager with the issuance of a Certificate of Final Completion for each Project, and along with the Construction Managers, shall provide to the District a written recommendation regarding payment to the Contractors.

11. FINAL DOCUMENTS

The Program Manager shall coordinate with Construction Manager(s) to review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents for each Project to be sure all required documents meeting contract requirements are provided and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Program Manager shall also forward all documents and plans to the District upon completion of the Program and ensure all such plans and documents are well organized for any appropriate audit or review of the Program.

12. WARRANTY

The Program Manager shall implement a Warranty Inspection and Warranty Work procedure that all Construction Managers and Contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after a Project's completion to inspect the Project and identify any outstanding warranty work.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

1. Providing services required because of significant documented changes in the Program initiated by the District, including but not limited to size, quality, complexity or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor(s), or by major defects or deficiencies in the work of a Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Program Manager or where the Program Manager is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's prequalification appeal, or by a Contractor's request to substitute a subcontractor, or by handling of any stop notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of program or project management practice.

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

EXHIBIT "C"

SCHEDULE OF WORK

Redwood City School District - Measure S Bond Program
Program Management Schedule of Services – 1st 120 days / 1st 10 Months

As Redwood City School District's program manager on the Measure S Bond Program, Program Manager will perform the following scope of services during the following program durations:

1st - 120 Days

1. Program Analysis & Due Diligence
 - a. Budget Analysis
 - i. Develop budget formats;
 - ii. Initiate scope-to-budget validation of Facilities Master Plan ("FMP") total Phase 2 program costs;
 - iii. Complete site visits to become familiar with existing site conditions and proposed Phase 2 scope of work;
 - iv. Develop an independent probable construction cost analysis for Phase 2;
 - v. Review and make recommendations on all program related costs, inclusive of but not limited to: bond issuance and related financing costs; hard costs of construction; related soft costs such as architectural and engineering design, legal, accounting, and other consulting services; direct owner costs such as furnishings and equipment, security, IT and A/V; and contingencies, escalation, etc.;
 - vi. Develop value engineering recommendations for cost reduction measures; and
 - vii. Develop a program cash flow analysis.
2. Procurement Support Services;
 - a. RFQ / RFP's – Provide technical advice and assist in development of the scope of services, attend pre-proposal conferences, review submissions, participate in the evaluation process, and prepare supporting documentation for the recommendations to award for the following vendors:
 - i. Program Management Accounting Systems
 - ii. Architectural & Engineering Services – Pool Selection
 - iii. Soils (Geo-Hazards)
 - iv. Civil/Survey

- v. CEQA/DTSC Studies
- vi. Haz-Mat/Air Monitoring

3. Communications

- a. Assist in the development, and execution of a communication and stakeholder engagement plan;
- b. Develop supporting documentation and present as requested at Board of Education and Bond Oversight Committee meetings.

4. Schedule

- a. Develop and update the master program schedule for planning, pre-construction, design, construction, move in, post construction, and close-out activities; and
- b. Develop a cash flow analysis for the overall program to inform bond issuances

5. Program Administration

- a. Initiate the Development of Program Policies & Procedures Manual.
- b. Set up filing system, accounting codes, and protocols;
- c. Prepare bond program status reports;
- d. Assist in the administration of the programs accounting system to support and interface with District;
- e. Assist the design team(s) process DSA applications and closeout certifications;
- f. Review and edit master front-end documents with legal counsel;
- g. Provide, negotiate and oversee responsibility matrix with A&E teams, project management assignments.

6. Planning and Coordination

- a. Assist in the development of educational program specifications;
 - i. Design criteria and standards
- b. Review and validate FMP preliminary designs;
- c. Verify classroom utilization, as necessary to minimize interim housing costs;
- d. Assist in developing an interim housing plan;
- e. Determine if any program changes are to be incorporated;
- f. Initiate CEQA process (Environmental Mitigation Studies);

7. Contract Cost Accounting

- a. Maintain records of payments;

1st 10 Months

1. Program Analysis & Due Diligence
 - a) Budget Analysis
 - b) Finalize and update budget formats;
 - c) Update independent probable construction cost analysis for Phase 2;
 - d) Update recommendations on all program related costs, inclusive of but not limited to: bond issuance and related financing costs; hard costs of construction; related soft costs such as architectural and engineering design, legal, accounting, and other consulting services; direct owner costs such as furnishings and equipment, security, IT and A/V; and contingencies, escalation, etc.;
 - e) Continue and advance value engineering recommendations for cost reduction measures; and
 - f) Update the program cash flow analysis.
2. Procurement Support Services;

RFQ / RFP's – Provide technical advice and assist in development of the scope of services, attend pre-proposal conferences, review submissions, participate in the evaluation process, and prepare supporting documentation for the recommendations to award for the following vendors:

 - i. Inspectors (IOR/AIOR)
 - ii. Testing Labs
 - iii. Construction Manager
 - iv. Special Inspection
 - v. Others as needed.
3. Communications
 - a. Assist in the development, and execution of a communication and stakeholder engagement plan;
 - b. Develop site planning and committee approval processes;
 - c. Participate in stakeholder engagement, inclusive of but not limited to community meetings, etc. Support the development of presentation material, prepare meeting minutes, actions items, etc.; and
 - d. Develop supporting documentation and present as requested at Board of Education and Bond Oversight Committee meetings.
4. Schedule
 - a. Update the master program schedule for planning, pre-construction, design, construction, move in, post construction, and close-out activities; and

- b. Update the cash flow analysis for the overall program to inform bond issuances
5. Program Administration
- a. Finalize Program Policies & Procedures Manual. Draft manual, review with District staff, and revise as required.
 - b. Maintain filing system, accounting codes, and protocols;
 - c. Prepare bond program status reports;
 - d. Assist in the administration of the programs accounting system to support and interface with District;
 - e. Compile master budget(s). Provide accounting budget and expenditure reports through completion;
 - f. Assist the design team(s) process DSA applications and closeout certifications;
 - g. Assist the design team(s) submit CDE application packages;
 - h. Oversee agency approval processes;
 - i. Review and edit master front-end documents with legal counsel;
 - j. Oversee and assist design team(s) through all phases of design and engineering;
 - k. Manage and coordinate project planning and scheduling tasks; and
 - l. Provide, negotiate and oversee responsibility matrix with other consultants (i.e. testing labs, Project Inspectors/Special Inspectors, Haz-Mat, etc.)
6. Planning and Coordination
- a. Assist in the development of educational program specifications;
 - i. Design criteria and standards
 - ii. Detailed space/adjacency programming
 - iii. Food service plan / program
 - iv. Equipment program
 - v. Other
 - b. Develop Educational Specifications Committee(s) with District;
 - c. Facilitate educational specifications and submission to CDE;
 - d. Development of the design standards;
 - e. Review and validate FMP preliminary designs;
 - f. Verify classroom utilization, as necessary to minimize interim housing costs;

- g. Assist in developing an interim housing plan;
- h. Determine if any program changes are to be incorporated;
- i. Assist in determining state funding eligibility, and the preparation of funding applications;
- j. Facilitate CEQA process (Environmental Mitigation Studies);
- k. Establish phasing plans with District and site administration;
- l. Facilitate design reviews and approvals with District and School Board; and
- m. Facilitate regulatory design approvals (OPSC, DSA, CDE, DTSC, Local Fire, City, County, and Utility Districts).
- n. Preliminary Design (Programming) Phase
 - i. Consult with various District stakeholders relating to program needs;
 - ii. Review and evaluate the District's long range facility master plan;
 - iii. Develop or update master plan, as needed;
 - iv. Review facilities condition assessment with District staff and committee;
 - v. Develop district maintenance standards. (District specific products/vendors);
 - vi. Determine any special approvals required;
 - vii. Review CEQA studies, EIR's and related documents;
 - viii. Facilitate DTSC Studies and related documents;
 - ix. Develop construction procedures and standards;
 - x. Provide code documentation and interpretations; and
 - xi. Conduct and review geotech, soils and hazmat studies.

7. Design Management

- a. Schematic Design Phase
 - i. Determine project name and scope;
 - ii. Update program and budget;
 - iii. Review, reproduce and provide design team(s) with all available information and drawings relative to existing facility conditions and criteria;
 - iv. Assist design team(s) in accurately documenting existing conditions;
 - v. Prepare construction cost estimates;

- vi. Conduct an independent design and constructability review; and
- vii. Assist in the review and approval of the schematic design with the District Board of Education and relevant stakeholders.

[Additional Scheduled For Future Program Durations To Be Provided]

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. PM's fee set forth in this Agreement shall be full compensation for all of PM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit A**.
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of District.

Method of Payment of Basic Services

1. PM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed PM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit B**.
2. PM shall submit these invoices in duplicate to District via District's authorized representative.
3. PM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of PM's invoices, District agrees to make payments on all undisputed amounts after the funds are available to District and approved by the County Office of Education but no later than thirty (30) days from receipt of the invoice.
5. District may withhold or deduct from amounts otherwise due PM hereunder if PM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after PM has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

Exhibit E

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to the District that I am a representative of the Program Manager entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Program Manager.

Program Manager certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) if Program Manager's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Program Manager under the Agreement.
- Program Manager, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Program Manager's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Program Manager performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Program Manager's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Program Manager's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

- Program Manager is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Program Manager's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Program Manager has not been convicted of a felony as defined in Education Code Section 45122.1.

Program Manager's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Program Manager.

FINGERPRINTING CERTIFICATION/ CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Name of Program Manager: _____

Signature: _____

Print Name: _____

Title: _____