EXHIBIT A

RESPONSIBILITIES AND SERVICES OF PM

1.	**PROGRAM MANAGEMENT SERVICES**	**A-1**
2.	**PROJECT MANAGEMENT SERVICES**	**A-3**
3.	**MISCELLANEOUS SERVICES**	**A-16**

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF PM

PM shall provide professional services necessary for completing the following:

1. PROGRAM MANAGEMENT SERVICES

1.1. **General**: Monitor and advise the District as to all material developments in the Program and each Project. Develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Program and each Project in the District's Program. Provide Services that shall comply with professional standards and applicable requirements of federal, state, and local law.

1.2. **Strategic Planning**: Advise and assist the District on all matters related to strategic planning, including prioritization of work, program and project planning, financial issues, and other advice, as needed.

1.2.1. Organize an initial planning workshop to create baseline parameters for the Program, overall building requirements, Project(s) strategy, conceptual budget, and schedule. Develop an implementation plan that will include a detailed strategy, Program Budget, and Program schedule as well as identification of critical events and milestone activities.

1.2.2. At the request of the District, develop and implement a Management Information System to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Program and to assist in establishing communications between the District, third party construction manager (if any), the Design Team, developer/builder(s) and other parties involved in the Program. In developing the MIS, the PM 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. The system will allow for monthly progress reports to the District regarding the schedule for the Program and each Project(s).

1.2.3. 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 Division of the State Architect. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.

1.2.4. 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.

1.3. **State Funding:** Assist District in preparing and submitting applications for State funding. Assist District in preparing and submitting required post-bid/post-agreement and project close-out documents.

1.4. **Program Budget Tracking, Control Reporting System**: Establish program budget tracking system to control and all budgeted, committed, and actual expenditures in the program. Provide recommendations to ensure that the District's Program is completed within the Program Budget.

1.4.1. **Master Program Budget**: Develop, maintain, monitor, and advise District on the Master Program Budget and its components. The Master Program Budget shall include each Project, Program-wide costs, reserves, contingencies and shall provide for the ability to determine the financial status of the Measure U and facilities program budgets, revised budgets, commitments, expenditures, and remaining balances in a readable format for use by the PM, District staff, Board of Education and community stakeholders. The Board of Education shall make the final decisions as to all budgets.

1.4.2. **Budget Tracking**: Develop, maintain, monitor, and advise District on a budget and expenditure tracking system for the overall Program, including all costs that are proposed to be funded by Measure U and any other approved facility funding.

1.4.3. **Accounting Interface**: Meet and confer with the District to ensure consistency between the budget and expenditure tracking system (i.e., accounting codes) and the District fund accounting system.

1.4.4. **Invoice due diligence and processing**: Assist the District as needed in processing capital outlay program vendor invoices for payment, and performing due diligence on selected categories of invoices, achieving District turnaround of vendor payments within 30 days, as required by California law and within the cut-off timelines at the end of each fiscal year.

1.4.5. **Reports to Board**: Provide regular budget/expenditure reports on the overall Program to Board of Education and Bond Oversight Committee as determined in consultation with District, with adequate lead times for District staff approvals prior to presentation to Board of Education and Bond Oversight Committee.

1.5. **District fund accounting budgets**: Recommend initiation and modification of specific fund accounting budgets to correspond with ongoing budget and commitment information generated within the capital outlay program on a regular basis.

1.6. **Cash Flow Requirements**: Prepare predictions of program cash flow requirements for use by the District's financial advisor and budget director.

1.7. **Scheduling**:

1.7.1. Develop methods to track and report on schedule status for each Project and for the overall Program. PM shall develop master schedules and milestone schedules for the Program and each Project, sequence, and schedule Project(s) for each Site, consult with Design Team, consultants, District staff, and each Site to refine and confirm Project scope and schedule, and shall report on schedule compliance and changes each month to the District. The Program schedule shall provide realistic time frames for the Program and for each Project.

1.7.2. Prepare methods to track and report on schedule status for each Project and for the overall Program. PM shall develop master schedules and milestone schedules for each Project and shall report on same each month to the District.

1.8. **Program Meetings:** Assist the District in scheduling various meetings with the Program Team, Facility Committee, Citizen's Oversight Committee and Board. Chair, conduct and take minutes of periodic meetings, site visits or discussions held in conjunction with the work of the Projects. These shall be furnished to the District and/or its representative for inclusion in the overall Program documentation.

1.9. **Communications to Board and District Community**: The PM is required to regularly attend meetings of the District's Board of Education, and to provide updates at Board meetings. In addition, the PM shall attend District property committee meetings, Citizen Bond Oversight Committee meetings, COC, or other Program-related meetings within the community. If requested, PM shall assist the District in conduction public information campaign to keep the community informed.

1.10. **Coordination:** In the performance of PM's services under this Agreement, PM agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the Project Team(s). Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project(s).

1.11. Interface with all trade contractors to ensure that the District is provided with the best value for taxpayer dollars.

1.11.1. Assist in pre-qualifying contractors if prequalification is desired required by the District and/or required by statute.

1.11.2. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified developers for lease-leaseback projects or bidders, as applicable.

1.11.3. Assist the District in preparing and placing notices and advertisements to solicit proposals or bids for Projects.

1.12. **District facilities staffing**: Assist District in interviewing, and training facilities department staff positions related to the Bond Program.

1.13. Assist District in completing OPSC expenditure reports, close-out, and audit procedures.

1.14. Assist District in preparing and providing documentation requested for District auditor.

2. PROJECT MANAGEMENT SERVICES

2.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.

2.2. Maintain reporting systems for scope, sequencing, scheduling, budgets, and communication for the Project(s) using existing District software.

2.3. Implement methods to budget and track all expenditures on the Project(s). PM shall generate monthly reports to the District reflecting this information and shall maintain the District's financial reporting systems.

2.4. Prepare methods to track and report on schedule status for the Project(s). PM shall develop master schedules and milestone schedules for the Project(s) and shall report on same each month to the District.

2.5. The PM will be required to attend and provide updates at each Board meeting. The PM 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.

2.6. PM shall work cooperatively with the Design Team and the District to:

2.6.1. Define and schedule the Project(s).

2.6.2. Provide Services that will result in the development of an overall Project(s) strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor procurement, construction materials, building systems, and equipment.

2.7. Perform 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.

2.8. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project(s), and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.

2.9. Contract for or employ, at PM's expense, sub-consultant(s) to the extent deemed necessary for PM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the PM under terms of this Agreement.

2.10. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project(s), including District staff and consultants, citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project(s) within Board-approved budgets and to District design standards.

2.11. Chair, conduct and take minutes of periodic meetings between District and its design professional(s). PM shall invite the District and/or its representative and the Project Inspector(s) to participate in these meetings. PM shall keep meeting minutes to document comments generated in these meetings.

2.12. Develop for District approval a Project time schedule at the start of Project(s) development that does the following:

2.12.1. Provides sufficient time for prequalification, and if necessary, the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project(s);

2.12.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;

2.12.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and

2.12.4. Takes into account the District's occupancy requirements (showing portions of the Project(s) having occupancy priority and ongoing operational occupancy requirements).

2.13. 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 PM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to PM. PM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

2.14. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project(s), with documentation of major discussion points, observations, decisions, questions, or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project(s) documentation.

2.15. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.

2.16. Prepare a bidders list for each bid package for approval by the District.

2.17. Assist the District in pre-qualifying bidders if prequalification is permitted or required by the District. This service shall include the following:

2.17.1. Preparation and distribution of prequalification questionnaires;

2.17.2. Receiving and analyzing completed questionnaires;

2.17.3. Interviewing possible bidders, references, bonding agents and financial institutions;

2.17.4. Preparing recommendations for the District; and

2.17.5. Assisting with resolution of any appeals.

2.18. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.

2.19. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project(s).

2.20. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved contract documents from the design professional(s) and the PM shall arrange for printing, binding, wrapping, and delivery to the bidders. The PM shall maintain a list of bidders receiving contract documents.

2.21. For Lease Leaseback projects, coordinate Request for Qualifications/Proposal ("RFQ/P") process and assist in negotiation of agreements, including Preliminary Services Agreement, Site Lease, and Facilities Lease with guaranteed maximum price.

2.22. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website, and as otherwise necessary, for public access to show Project(s) status.

2.23. Ensure that Contractor, all subcontractor(s), Consultants, and sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project(s), at no additional cost to the District.

2.24. Provide direction and planning to ensure 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"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations, and rules. The PM shall comply with, and ensure that all Consultants, the Contractors and subcontractors, and all design professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project(s), at no additional cost to the District.

2.25. Maintain accurate Project(s) cost accounting records, using GAAP, on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. PM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. PM 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.

2.26. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project(s) costs as indicated in this Agreement and as required in the Agreement for Architectural Services.

2.27. Provide and maintain a management presence on the Project(s) site(s).

2.28. PM 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 the California Environmental Quality Act ("CEQA"), except that PM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.

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.

2.29. **GENERAL PROJECT SERVICES**

2.29.1. **General**: Monitor and advise the District as to all material developments on the Project(s). PM shall implement with District approval reporting methods for schedules, cost, and budget status.

2.29.2. **Scheduling**: Track and report on schedule status for Project(s) using methods. The PM shall develop Project(s) master schedules and milestone schedules, and shall report on same each month to the District.

2.29.3. **Cost Controls**: Implement methods to track construction expenditures on the Project(s) using methods. The PM shall generate monthly reports to the District reflecting this information.

2.29.4. **Communications to Board**: The PM may be required to attend Board meetings, and to provide updates at each meeting.

2.30. **PRECONSTRUCTION PHASE**

2.30.1. Provide overall coordination of the Project(s); serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project(s), including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation.

2.30.2. Assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the

District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.

2.30.3. Assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.

2.30.4. Provide design-phase services in conjunction with the architecture firms awarded the Project(s) by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.

2.30.5. Prepare and maintain a Construction Management schedule for the Project(s). Prepare a procurement plan, where required.

2.30.6. Monitor and report to the District on status of design and state approval in relation to the schedule for the Project(s). Attend meetings to coordinate design efforts for the Project(s). Assist in identifying and obtaining all necessary approvals.

2.30.7. Solicit proposals, evaluate, and recommend other professional consultants needed to complete the Project(s).

2.30.8. Implement District-approved implementation procedures, forms and reporting requirements for the Project(s) that involve all members of the Project team, including the District and design professional(s).

2.30.9. 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 Project(s).

2.30.10. 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 PM 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 PM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

2.30.11. Perform or subcontract for constructability reviews of the Project(s) at the Design Development Phase and at 90% of the Construction Documents Phase. The PM 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 PM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.

2.30.12. Develop master bid/award schedule(s) including construction milestones for the Project(s) through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District.

2.30.13. Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.

2.30.14. 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 Project. Prepare monthly progress reports for the District and regarding the schedule for the Project(s).

2.30.15. 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, PM 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, master budget and master schedule as well as identification of critical events and milestone activities.

2.30.16. Provide updated cost estimates for the Project(s) at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.

2.30.17. Advise District regarding "green building" technology and lifecycle costing, when applicable.

2.30.18. Fully coordinate all changes requested by any utility company needed to complete the Project(s).

2.30.19. Review and tailor the District's front end documents for the Project(s). Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

2.31. **PRE-BID PHASE**

2.31.1. Develop master schedules and construction schedules for the Project(s). Develop budget(s) for the Project(s) based on construction cost estimates.

2.31.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project(s). Establish, accordingly, a communications procedure for the Project(s) that allows for decision making at appropriate levels of responsibility and accountability.

2.31.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project(s) or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.

2.31.4. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project(s) as applicable and for expediting completion of the bidding process for the Project(s). The scope of the foregoing includes without limitation, recommendations of PM with respect to: (a) pre-qualification of potential contractors; and (b) alternative construction delivery approaches for the Project(s), including consideration of a single general contractor and/or Lease Leaseback approach to construction for the Project(s).

2.32. **BIDDING PHASE**

2.32.1. Assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project(s) scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.

2.32.2. Develop bidders' interest in the Project(s). Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials, or methods and with Project(s) procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder questions by addenda.

2.32.3. Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.

2.32.4. Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the

District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.

2.32.5. Conduct post-bid conferences as required. Assist and advise District regarding bid protests.

2.32.6. If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.

2.32.7. Conduct pre-award conferences with successful bidders.

2.32.8. Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.

2.32.9. Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

2.33. **[RESERVED]**

2.34. **[RESERVED]**

2.35. **[RESERVED]**

3. MISCELLANEOUS SERVICES

3.1. Maintain accurate 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. Provide accounting records to the District on a monthly basis, or as reasonably requested by District. 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.

3.2. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.

3.3. Provide annual reports to the District on or before July 15 of each year, stating the amount paid to PM, the amount remaining under the Agreement, and a description of the Services performed by PM for the previous fiscal year (i.e., July 1 through June 30).

3.4. 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 PM under this Agreement as well as coordination with all Master Plans, studies, reports, and other information provided by District to PM. PM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

3.5. PM is NOT responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required

and PM shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:

3.5.1. Ground contamination or hazardous material analysis.

3.5.2. Any asbestos testing, design or abatement.

3.5.3. Compliance with the California Environmental Quality Act ("CEQA"), except that PM shall provide current information for use in CEQA compliance documents.

3.5.4. Historical significance report.

3.5.5. Soils investigation.

3.5.6. Geotechnical hazard report.

3.5.7. Topographic survey, including utility locating services.

3.5.8. Other items specifically designated as the District's responsibilities under this Agreement.

3.5.9. Other items specifically designated as the District's responsibilities under this Agreement.

3.5.10. As-built documentation from previous construction projects

3.5.11. Preparation of Storm Water Pollution Prevention Plan.

3.5.12. Archaeology Services.

3.5.13. Building Envelope Consulting.

3.5.14. Project Inspector Services.

3.5.15. Other specialty testing and inspection services.

[END OF EXHIBIT]

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

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

1. Providing services required because of significant documented changes in the Program or Project(s) initiated by the District, including but not limited to size, quality, complexity, or the District's schedule, or method of bidding or negotiating and contacting for construction.

2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.

3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, 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 PM or where the PM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.

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 management and construction management practices.

Hourly Rates for Extra Services

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

Job Title	Hourly Rate
Principal in Charge	$
Senior Project Manager	$
Project Manager	$
Administrative Assistant	$

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

Format and Content of Invoices:

PM acknowledges that the District requires PM's invoices to include detailed explanations of the Services performed. For example, a six-hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required.

[END OF EXHIBIT]

EXHIBIT C

SCHEDULE OF WORK

<**INSERT**>

[END OF EXHIBIT]

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 Program and each 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 the District.

A. Method of Payment of Basic Services

1. PM shall submit monthly invoices pursuant to the Fee Schedule included below. In no event shall the total payments exceed the 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 the District via the 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, the District agrees to make payments on all undisputed amounts after the funds are available to the 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 the District resulting therefrom.

[END OF EXHIBIT]

EXHIBIT E

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

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

PM 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 District pupils or (ii) if PM'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 PM under the Agreement.

☐ PM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all PM'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 PM performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that PM'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 PM'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.

☐ PM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all PM's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to 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 PM has not been convicted of a felony as defined in Education Code section 45122.1.

PM'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 PM.

Date: _____

Name of PM: _____

Signature: _____

Print Name: _____

Title: _____

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: _____

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

Date: _____

Name of PM: _____

Signature: _____

Print Name: _____

Title: _____

[END OF EXHIBIT]