EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

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

1. BASIC SERVICES

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

1.2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.

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

1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.

1.5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the Site Committee meetings, and of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.

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

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

1.8. At the request of the District, develop a Management Information System to assist in establishing communications between the District, Construction Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Construction 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.

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

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

1.11. Assist the District in pre-qualifying bidders if prequalification is desired by the District. This service shall include the following:

1.11.1. Preparation and distribution of prequalification questionnaires;

1.11.2. Receiving and analyzing completed questionnaires;

1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and

1.11.4. Preparing recommendations for the District.

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

1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.

1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the Design Team and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.

1.15. Provide and maintain a management team on the Project sites.

1.16. 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.

1.17. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable

1.18. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.

1.18.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.

1.19. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team 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, at no additional cost to the District.

1.20. Construction Manager is <u>NOT</u> 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 Construction Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:

1.20.1. Ground contamination or hazardous material analysis.

1.20.2. Any asbestos testing, design or abatement.

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

1.20.4. Historical significance report.

1.20.5. Soils investigation.

1.20.6. Geotechnical hazard report.

1.20.7. Topographic survey, including utility locating services.

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

1.20.9. As-built documentation from previous construction projects.

1.20.10. Cost estimates are being provided by the Architect. If the District requests that the Construction Manager to prepare a cost estimate, it will be considered an Extra Service.

2. GENERAL PROGRAM SERVICES

2.1. **General**: Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its Design Team.

2.2. **Scheduling**: Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.

2.3. **Cost Controls**: Prepare and implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information.

2.4. **Communications to Board**: The Construction Manager may be required to attend meetings of the District's Board of Education, and to provide updates at those meeting. In addition, the Construction Manager shall attend District property committee meetings, Facilities & Technical Committee meetings, Citizen Bond Oversight Committee meetings, or other Project-related meetings within the community.

3. PRECONSTRUCTION PHASE

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

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 Design Team to the contractor(s).

3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including District, Design Team, and construction contractor(s).

3.3. **Value Engineering.** The Construction Manager shall not be required to perform any value engineering. If the District requests that the Construction Manager to perform any value engineering, it will be considered an Extra Service. .

3.4. **Constructability Reviews.** Perform constructability reviews and site verification of the Project at the 100% Design Development Phase and at 90% Construction Documents. The Construction 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 Construction Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the design documents. The Construction Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Construction Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.

3.5. Develop Project bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with the Design Team and advise and consult with District. Construction Manager shall review and approve contractor(s)' schedules, but shall not dictate any contractor(s)' means and/or methods of performance.

3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.

3.7. 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 Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.

3.8. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

3.9. Attend all planning, programming and master site planning meetings relating to the Project.

3.10. Advise District regarding "green building" technology and lifecycle costing, including design review for adherence to CHPS and District's Sustainable Design and Construction policy.

4. PRE-BID PHASE

4.1. Develop a project schedule and a construction milestone schedule for the Project.

4.2. Construction Manager shall in consultation with District and according to District approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.

4.3. Work with the Design Team to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for District's approval.

4.4. Work with the Design Team to separate the construction phase for the Project into bid packages.

5. BIDDING PHASE

5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to the Design Team and District as required. Coordinate with the Design Team to respond to bidder questions by addenda.

5.2. Prepare bid analyses and advise District on compliance of bidders with District requirements and bid requirements. Report and recommend to District after review and evaluation. Make recommendations to District for prequalification of bidders and award of contracts or rejection of bids.

5.3. Conduct pre-award conferences with successful bidders.

5.4. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.

6. CONSTRUCTION PHASE

6.1. Administer the construction contracts.

6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District**.** Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

6.4. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and the Design Team.

6.5. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or

procurement schedule for products that require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.

6.6. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.

6.7. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.

6.8. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the Design Team and the District copies of these authorizations.

6.9. Develop, implement, and coordinate with assistance from the District, the Design Team, and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.

6.10. The Construction Manager shall review the Contractor(s)' Safety Program submittals and review and document the implementation of the Contractor(s)' Safety Program. The Construction Manager shall report any observed deviations from the Contractor(s)' Safety Program and applicable CalOSHA requirements to the appropriate contractor personnel and follow-up with a written safety notice to both the contractor and the District. Neither the Construction Manager nor the District shall be responsible for or have any liability for contractors(s) failure to provide, comply with or enforce said safety programs.

6.11. Record the progress of the Project by a daily log.

6.12. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.

6.13. Negotiate contractor's proposals and review change orders prepared by the Design Team, with the Design Team's input as needed, for approval by the District's governing board.

6.14. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.

6.15. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.

6.16. Assist District in selecting and retaining special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, surveyors, and testing laboratories, and coordinate their services.

6.17. In conjunction with the Inspector and the Design Team, monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance from the Design Team and the Inspector, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the construction Contract Documents.

6.18. To guard District against defects in the work of the construction contractor(s), Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:

6.18.1. Accepted industry standards;

6.18.2. Applicable laws, rules, or ordinances; and

6.18.3. The design documents and Contract Documents;

6.18.4. Where the work of a Construction contractor does not conform as set forth above, Construction Manager shall, with the input of the Design Team:

6.18.4.1. Notify the District of any non-conforming work observed by the Construction Manager;

6.18.4.2. Reject the non-conforming work; and

6.18.4.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.

6.19. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.

6.20. Establish and implement procedures, in collaboration with the District and the Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the Design Team for review and approval. Maintain submittal and shop drawing logs.

6.21. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

6.22. Prepare and distribute monthly project status reports for the Project, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of RFIs, change orders, and submittals.

6.23. Maintain at the Project site and, if necessary at the District Facilities office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and the Design Team share responsibility to prepare "Record Drawings" and "As-Built" documents.

7. PROJECT COMPLETION

7.1. The Construction Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s)), that all work has been performed and accepted, and that all systems are complete and operative.

7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager shall, in consultation with the Architect(s), the Design Team, the Program Manager and PI, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractors' performance and completion of punch list work. The Construction Manager shall review the completed punch list work with the District, the Architect(s), the Design Team, the Program Manager and PI. The Construction Manager shall ensure, with input from these entities, that the completed punch list work complies with applicable provisions of the Construction contract(s).

7.3. The Construction Manager shall determine, with the District, the Architect(s), the Design Team, the Program Manager and PI, when the Project or designated portions thereof are complete.

7.4. The Construction Manager shall conduct, with the District, the Architect(s), the Design Team, the Program Manager and PI, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of final completion.

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

8. FINAL DOCUMENTS

8.1. The Construction Manager shall review, monitor and recommend approval of all as built drawings, maintenance and operations manuals, and other closeout documents 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 Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

8.2. The Construction Manager shall use its best efforts and all due diligence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion or DSA's approval of the Project."

9. WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work. The Construction Manager is responsible for scheduling and holding the final

inspection walk through. The District will be responsible for contacting Contractors for warranty work during the warranty period and after the Construction Manager's final Project meeting.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting 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, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project involved.

4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.

5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.

6. Preparing to serve or serving as a witness in connection with any public hearing (except for a contractor's hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto.

7. Performing technical inspection and testing.

8. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project construction management practice.

9. Third party cost estimates for the Project as requested by District

EXHIBIT "C"

SCHEDULE OF WORK

[PLEASE ATTACH SCHEDULE. THIS CAN BE A MASTER SCHEDULE APPROVED BY DISTRICT'S BOARD ON SEPTEMBER 20, 2011 TO START, BUT UPDATE SCHEDULE WHEN PARTIES AGREE

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, 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, and shall not be increased without advance written approval of the District.

3. Attached to this Exhibit D as **Attachment "1"** is a table showing the projected staffing plan and anticipated monthly charges for the Project, plus an allowance for reimbursables. Reimbursables expenses will not be invoiced without client approval.

4. The Construction Manager's fee is based on all projects being procured via a design-bid-build / general contractor delivery method and that most of the construction work will be bid out in three (3) separate bid packages.

5. District shall retain two percent (2%) of Construction Manager's fee or Ten Thousand Dollars ($10,000), whichever is greater, until DSA has approved the Project. This amount will be retained from the Construction Manager's penultimate invoice to the District.

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.

2. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.

3. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Hourly Rates

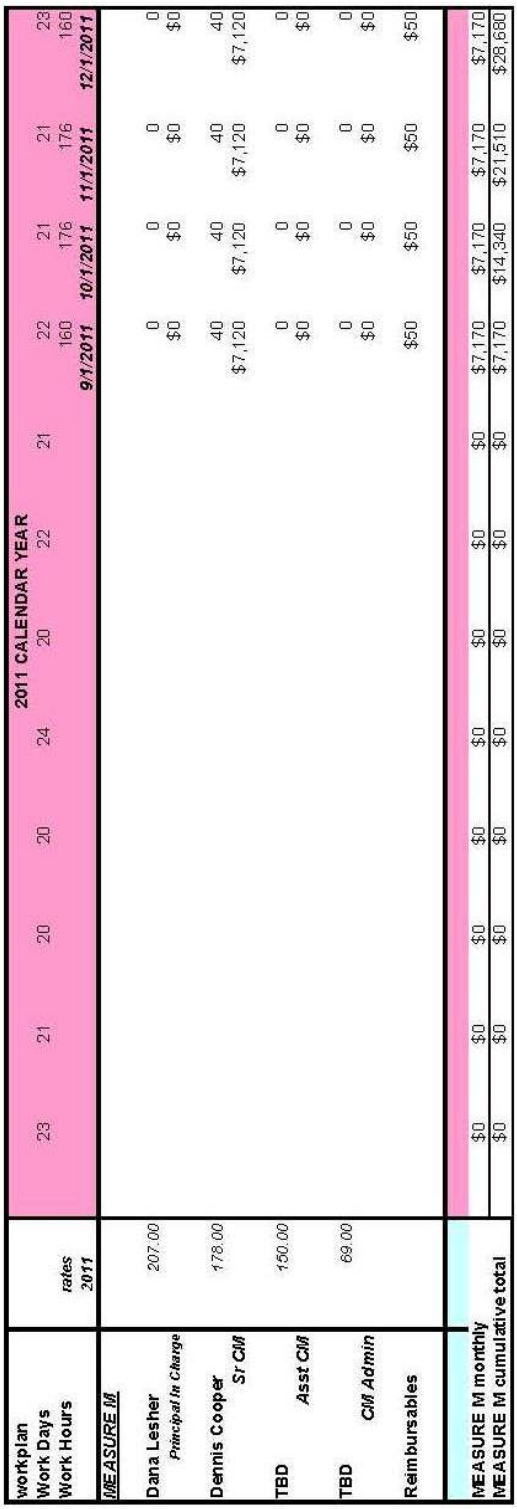
1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for all services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all services.

Job Title	**2011 Hourly Rate**
Principal In Charge:	$207.00
Project Director:	$195.00
Construction Manager (s):	$165.00 to $178.00
Assistant Construction Manager	$150.00
Scheduler/Estimator	$ 145 to $185
Construction Administrator	$ 69.00 (To be paid 1½ this rate for hours over eight (8) hours during any twenty-four (24) hour period or over forty (40) hours in any one week.)

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed ten percent (10%).

ATTACHMENT "1" TO EXHIBIT "D"

PROJECTED STAFFING PLAN AND ANTICIPATED MONTHLY CHARGES



workplan		2011 CALENDAR YEAR											
Work Days		23	21	20	20	24	20	22	21	22	21	21	23
Work Hours	rates 2011									160	176	176	160
										9/1/2011	10/1/2011	11/1/2011	12/1/2011
MEASURE M													
Dana Lesher	207.00							0	0	0	0	0	0
Principal in Charge								$0	$0	$0	$0	$0	$0
Dennis Cooper	178.00							40	40	40	40	40	40
Sr CM								$7,120	$7,120	$7,120	$7,120	$7,120	$7,120
TBD	150.00							0	0	0	0	0	0
Asst CM								$0	$0	$0	$0	$0	$0
TBD	69.00							0	0	0	0	0	0
CM Admin								$0	$0	$0	$0	$0	$0
Reimbursables								$50	$50	$50	$50	$50	$50
MEASURE M monthly		$0	$0	$0	$0	$0	$0	$0	$0	$7,170	$7,170	$7,170	$7,170
MEASURE M cumulative total		$0	$0	$0	$0	$0	$0	$0	$0	$7,170	$14,340	$21,510	$28,680

workplan	2012 CALENDAR YEAR											
Work Days	19	23	21	20	21	21	22	19	20	23	22	21
Work Hours	168	152	176	160	184	168	168	184	160	176	176	160
	1/1/2012	*2/1/2012*	*3/1/2012*	*4/1/2012*	*5/1/2012*	*6/1/2012*	*7/1/2012*	*8/1/2012*	*9/1/2012*	*10/1/2012*	*11/1/2012*	*12/1/2012*
MEASURE M												
Dana Lesher	4	4	4	4	4	4	4	4	4	4	4	4
Principal In Charge	$869	$869	$869	$869	$869	$869	$869	$869	$869	$869	$869	$869
Dennis Cooper	40	152	176	160	184	168	168	184	160	176	176	160
Sr CM	$7,476	$28,409	$32,894	$29,904	$34,390	$31,399	$31,399	$34,390	$29,904	$32,894	$32,894	$29,904
TBD	0	0	0	0	0	168	168	184	160	168	168	0
Asst CM	$0	$0	$0	$0	$0	$26,460	$26,460	$28,980	$25,200	$26,460	$26,460	$0
TBD	0	0	0	0	80	168	168	168	168	168	168	84
CM Admin	$0	$0	$0	$0	$5,796	$12,172	$12,172	$12,172	$12,172	$12,172	$12,172	$6,086
Reimbursables	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50
MEASURE M monthly	$8,395	$29,328	$33,814	$30,823	$41,105	$70,950	$70,950	$76,461	$68,195	$72,445	$72,445	$36,909
MEASURE M cumula	$37,075	$66,404	$100,217	$131,041	$172,146	$243,096	$314,046	$390,507	$458,702	$531,147	$603,593	$640,502

workplan	2013 CALENDAR YEAR											
Work Days	19	23	21	20	21	21	22	19	20	23	22	**21**
Work Hours	168	152	176	160	184	168	168	184	160	176	176	**160**
	1/1/2013	***2/1/2013***	***3/1/2013***	***4/1/2013***	***5/1/2013***	***6/1/2013***	***7/1/2013***	***8/1/2013***	***9/1/2013***	***10/1/2013***	***11/1/2013***	***12/1/2013***
MEASURE M												
Dana Lesher	4	4	4	4	4	0	0	0	0	0	0	0
Principal In Charge	$913	$913	$913	$913	$913	$0	$0	$0	$0	$0	$0	$0
Dennis Cooper	168	152	176	160	184	168	168	168	84	0	0	0
Sr CM	$34,390	$31,114	$36,027	$32,752	$37,665	$34,390	$34,390	$34,390	$17,195	$0	$0	$0
TBD	0	0	0	0	0	0	0	0	0	0	0	0
Asst CM	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TBD	80	80	80	80	80	80	80	0	0	0	0	0
CM Admin	$6,127	$6,127	$6,127	$6,127	$6,127	$6,127	$6,127	$0	$0	$0	$0	$0
Reimbursables	$50	$50	$50	$50	$32	$0	$0					
MEASURE M monthly	$41,480	$38,204	$43,117	$39,842	$44,737	$40,517	$40,517	$34,390	$17,195	$0	$0	$0
MEASURE M cumula	$681,981	$720,186	$763,303	$803,145	$847,882	$888,399	$928,916	$963,305	$980,500	$980,500	$980,500	$980,500

EXHIBIT "E"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Construction Manager Agreement for Professional Services ("Agreement"):

☐ [**TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.**] Construction Manager's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Construction Manager's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Construction Manager for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Construction Manager's services under this Agreement and Construction Manager certifies its compliance with these provisions as follows: "*Construction Manager certifies that the Construction Manager has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Construction Manager's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager, 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 that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto*."

☐ Construction Manager's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Construction Manager's on-site employees of Construction Manager by an employee of Construction Manager, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. [**TO BE COMPLETED BY DISTRICT**]

Date: _____
District Representative's Name and Title: _____
Signature: _____

[TO BE COMPLETED BY CONSULTANT] I am a representative of the Construction Manager entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Construction Manager.

Date: _____
Name of Construction Manager or Company: _____
Signature: _____
Print Name and Title: _____