Wallace Kuhl
& ASSOCIATES

CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

RENO OFFICE
9670 North Virginia Street
Reno, NV 89506
775.626.0300 phone
775.626.0309 fax

April 6, 2012

DSA File No. 39-39
DSA App. No. 02-112192
LEA No. 227

Anthony Continente
RGM & Associates
c/o Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
anthony@rgmassociates.com

Earthwork and Special Inspection & Testing Proposal
ANTHONY TRAINA SCHOOL WALKWAY, SHADE STRUCTURES, RUNNING PATH AND PLAYFIELD
4256 Woodsong Drive
Tracy, California
WKA No. 45PR1239

Wallace-Kuhl and Associates is pleased to submit this proposal to provide testing and inspection services during construction of walkways and shade structures. We understand the project consists of walkway repairs, running paths and shade structures.

Our budget estimate is based on review of the construction documents and discussions with project personnel. We understand our scope of work would include inspection and testing of earthwork; concrete and rebar; concrete anchor; and high strength bolting as required by the project documents, as well as preparation of the DSA required documentation.

Based on our experience, we estimate that our fee for the special inspection and testing services required for this project would be approximately $6059. Billing would be only for work performed and determined based on the attached 2008P Schedules of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our nearest office. Also, the construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please sign and return one copy of the attached agreement along with a copy of this letter as our written authorization to proceed. Please contact me if you have any questions or require further information.

Wallace - Kuhl & Associates

Karlton Windhorst
Regional Manager

KKW:mlo

Attachments: Construction Testing Agreement
2008P Fee Schedules D & E

ANTHONY TRAINA SCHOOL WALKWAY, SHADE STRUCTURES, RUNNING PATH AND PLAYFIELD
Tracy, California

Budget Estimate

EARTHWORK

Soil engineering testing and observation services during Earthwork construction

Exterior Flatwork Subgrade

1 day @ 2 hours/day @ $90/hour	=	$	180

Exterior Flatwork Aggregate Base

1 day @ 2 hours/day @ $90/hour	=	$	180

Laboratory Testing

2 ASTM 1557-A @ $230 each	=	$	460

Project Administration and review & reports

Project Engineer - 1 hour @ $130/hour	=	$	130
Mileage	=	$	135

CONCRETE SAMPLING & TESTING

As required by the CBC, this includes sampling and tagging reinforcing steel prior to delivery to the site. We assume the project Inspector will inspect rebar placement and our technicians will perform field-testing and sampling of the concrete during placement. Includes laboratory compressive strength testing of concrete samples. We assume the concrete supplier will be appropriately certified and qualified so the full-time batch plant inspection required by the CBC can be waived per CBC 1929.A.5.

1 concrete mix design reviews by senior engineer @ $200 each	=	$	200

Reinforcing Steel / Sampling, Tagging & Testing
Assuming local fabricator within a 50 mile radius of nearest WKA office

4 hours @ $80/hour	=	$	320
1 tensile tests @ $70 each	=	$	70

CONCRETE SAMPLING & TESTING (continued)

Batch Plant Observation

6 hours @ $70/hour	=	$	420

Drilled Piers / Concrete Sampling & Testing

12 hours @ $70/hour	=	$	840

Sidewalk Repair / Concrete Sampling & Testing

4 hours @ $70/hour	=	$	280

Running Paths / Concrete Sampling & Testing

10 hours @ $70/hour	=	$	700
8 one-hour round trips to retrieve test samples the day after concrete @ $70/hour	=	$	560
8 sets of 4 concrete cylinders for laboratory compression tests @ $27/cylinder	=	$	864

EXPANSION AND EPOXIED ANCHORS

Post-installed expansion and epoxied concrete anchor testing and/or inspection. Specified hydraulic or mechanical load is applied as required to verify correct installation or visual inspection of installation per manufacturer's instruction (if necessary).

4 hours budgeted as needed during construction to avoid contractor delays @ $70/hour	=	$	280

HIGH STRENGTH BOLTING

Includes high strength bolt installation observation and torque testing.

10 hours @ $80/hour = $ 800

SUMMARY

Earthwork	$	761
Concrete	$	3618
Anchors	$	280
Structural Steel	$	800
Code compliance reports, job administration, & mileage	$	600
Total	**$**	**6059**

Wallace Kuhl & ASSOCIATES

CONSTRUCTION TESTING AGREEMENT

ANTHONY TRAINA SCHOOL WALKWAY, SHADE STRUCTURES, RUNNING PATH AND PLAYFIELD

JEFFERSON SCHOOL DISTRICT C/O RGM & ASSOCIATES, (CLIENT") and River City Geoprofessionals, Inc. dba WALLACE - KUHL & ASSOCIATES ("WKA") agree:

1. PROFESSIONAL SERVICES. **WKA** will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated April 6, 2012, which is incorporated herein by reference. In performing professional services, **WKA** shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality. **CLIENT** understands and acknowledges the inherent risks connected with construction and agrees that no warranty, either express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

2. PAYMENT. **WKA** will submit invoices for services rendered on a periodic basis, provided, however, said invoices shall not be submitted more frequently than once every 30 days. Invoices shall be due upon receipt, but shall not be considered delinquent if paid on or before the expiration of 30 days from date of mailing. If payment is not so made, a late payment charge shall be due on the invoice amount at the rate of one and one-half percent (1½%) per month on the unpaid balance from the date of the invoice until paid. In the event of delinquency, **CLIENT** shall pay the actual cost of collection including, without limitation, reasonable attorneys' fees.

3. JOB SITE. **WKA** will not act as supervisor of construction operations, nor will **WKA** direct or exert any control over such operations. The construction contractor(s) shall be informed that neither the presence of **WKA** on the job site, nor the testing by **WKA** shall excuse the contractor(s) for defects in any contractor's work or any contractor's non-compliance with the project plans, specifications or applicable laws, ordinances, regulations or standards, whether such defect or non-compliance is discovered during or after construction. **CLIENT** agrees that the construction contractor(s) will be required by **CLIENT** to assume sole and complete responsibility for job conditions during construction, including safety of persons and property.

4. REPORTS. Reports, plans and other work prepared by **WKA** remain the property of **WKA**. **CLIENT** agrees that all reports and other work furnished to the **CLIENT** and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

5. LIABILITY. **CLIENT** agrees to indemnify and hold **WKA** harmless from any and all liability in connection with the performance of work during construction of this project, except liability arising directly from the gross negligence or willful misconduct of **WKA**. **WKA** carries workers' compensation insurance and public liability insurance for bodily injury and property damage that may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth below in Paragraph 6. Certificates of coverage will be furnished to **CLIENT** upon written request. **WKA** assumes the risk of damage caused by its personnel to its supplies and equipment. In the event **CLIENT** desires greater insurance coverage and directs **WKA** to take out additional insurance, **WKA** shall procure and maintain additional insurance, if procurable, at **CLIENT**'s expense; provided, however, **WKA** shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of **WKA**'s insurance.

6. LIMITATION OF LIABILITY. **WKA**'s liability for damages due to alleged negligent professional acts, errors and omissions will be limited to a sum not to exceed $50,000 or **WKA**'s total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, **WKA** shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from **WKA**'s performance under this Agreement.

7. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that each party shall pay their own legal costs, expenses and attorneys' fees.

JEFFERSON SCHOOL DISTRICT C/O RGM & ASSOCIATES

Signature

Dana Eaton, Superintendent

Name printed or typed *Title*

5/9/12

Date

Company Address

WALLACE - KUHL & ASSOCIATES

Signature

Karlton Windhorst, Regional Manager

Name/Title

April 6, 2012

Date

MONTICELLO SCHOOL WALKWAY, SHADE STRUCTURES, RUNNING PATH AND PLAYFIELD
Tracy, California

Budget Estimate

EARTHWORK

Soil engineering testing and observation services during Earthwork construction

Exterior Flatwork Subgrade

1 day @ 2 hours/day @ $90/hour	=	$	180

Exterior Flatwork Aggregate Base

1 day @ 2 hours/day @ $90/hour	=	$	180

Laboratory Testing

2 ASTM 1557-A @ $230 each	=	$	460

Project Administration and review & reports

Project Engineer - 1 hour @ $130/hour	=	$	130
Mileage	=	$	135

CONCRETE SAMPLING & TESTING

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1 concrete mix design reviews by senior engineer @ $200 each	=	$	200

Reinforcing Steel / Sampling, Tagging & Testing
Assuming local fabricator within a 50 mile radius of nearest WKA office

3 hours @ $80/hour	=	$	240
1 tensile tests @ $70 each	=	$	70

CONCRETE SAMPLING & TESTING (continued)

Batch Plant Observation

6 hours @ $70/hour	=	$	420

Slab on grade / Concrete Sampling & Testing

5 hours @ $70/hour	=	$	350

Drilled Piers / Concrete Sampling & Testing

10 hours @ $70/hour	=	$	700

Sidewalk Repair / Concrete Sampling & Testing

4 hours @ $70/hour	=	$	280

Running Paths / Concrete Sampling & Testing

8 hours @ $70/hour	=	$	560
4 one-hour round trips to retrieve test samples the day after concrete @ $70/hour	=	$	280
6 sets of 4 concrete cylinders for laboratory compression tests @ $27/cylinder	=	$	648

EXPANSION AND EPOXIED ANCHORS

Post-installed expansion and epoxied concrete anchor testing and/or inspection. Specified hydraulic or mechanical load is applied as required to verify correct installation or visual inspection of installation per manufacturer's instruction (if necessary).

4 hours budgeted as needed during construction to avoid contractor delays @ $70/hour	=	$	280

HIGH STRENGTH BOLTING

Includes high strength bolt installation observation and torque testing.

10 hours @ $80/hour	=	$	800

SUMMARY

Earthwork	$	761
Concrete	$	3748
Anchors	$	280
Structural Steel	$	800
Code compliance reports, job administration, & mileage	$	600
Total	**$**	**6189**

Wallace Kuhl & ASSOCIATES

CONSTRUCTION TESTING AGREEMENT

MONTICELLO SCHOOL WALKWAY, SHADE STRUCTURES, RUNNING PATH AND PLAYFIELD

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7. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that each party shall pay their own legal costs, expenses and attorneys' fees.

JEFFERSON SCHOOL DISTRICT C/O RGM & ASSOCIATES

Signature

Dana Eaton — Superintendent

Name printed or typed — *Title*

5/9/12

Date

Company Address

WALLACE - KUHL & ASSOCIATES

Signature

Karlton Windhorst, Regional Manager

Name/Title

April 6, 2012

Date

TOM HAWKINS SCHOOL WALKWAY, SHADE STRUCTURES, RUNNING PATH AND PLAYFIELD
Tracy, California

Budget Estimate

EARTHWORK

Soil engineering testing and observation services during Earthwork construction

Exterior Flatwork Subgrade

1 day @ 2 hours/day @ $90/hour	=	$	180

Exterior Flatwork Aggregate Base

1 day @ 2 hours/day @ $90/hour	=	$	180

Laboratory Testing

2 ASTM 1557-A @ $230 each	=	$	460

Project Administration and review & reports

Project Engineer - 1 hour @ $130/hour	=	$	130
Mileage	=	$	135

CONCRETE SAMPLING & TESTING

As required by the CBC, this includes sampling and tagging reinforcing steel prior to delivery to the site. We assume the project Inspector will inspect rebar placement and our technicians will perform field-testing and sampling of the concrete during placement. Includes laboratory compressive strength testing of concrete samples. We assume the concrete supplier will be appropriately certified and qualified so the full-time batch plant inspection required by the CBC can be waived per CBC 1929.A.5.

1 concrete mix design reviews by senior engineer @ $200 each	=	$	200

Reinforcing Steel / Sampling, Tagging & Testing
Assuming local fabricator within a 50 mile radius of nearest WKA office

3 hours @ $80/hour	=	$	240
1 tensile test @ $70 each	=	$	70

CONCRETE SAMPLING & TESTING (continued)

Batch Plant Observation

8 hours @ $70/hour	=	$	560

Drilled Piers / Concrete Sampling & Testing

15 hours @ $70/hour	=	$	1050

Running Paths / Concrete Sampling & Testing

8 hours @ $70/hour	=	$	560
4 one-hour round trips to retrieve test samples the day after concrete @ $70/hour	=	$	280
6 sets of 4 concrete cylinders for laboratory compression tests @ $27/cylinder	=	$	648

HIGH STRENGTH BOLTING

Includes high strength bolt installation observation and torque testing.

10 hours @ $80/hour	=	$	800

SUMMARY

Earthwork	$	761
Concrete	$	3608
Structural Steel	$	800
Code compliance reports, job administration, & mileage	$	500
Total	**$**	**5669**

Wallace Kuhl & ASSOCIATES

CONSTRUCTION TESTING AGREEMENT

TOM HAWKINS SCHOOL WALKWAY, SHADE STRUCTURES, RUNNING PATH AND PLAYFIELD

JEFFERSON SCHOOL DISTRICT C/O RGM & ASSOCIATES, (CLIENT") and River City Geoprofessionals, Inc. dba WALLACE - KUHL & ASSOCIATES ("WKA") agree:

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JEFFERSON SCHOOL DISTRICT C/O RGM & ASSOCIATES	**WALLACE - KUHL & ASSOCIATES**
Signature	*Signature*
Dana Entan / Superintendent *Name printed or typed* *Title*	Karlton Windhorst, Regional Manager *Name/Title*
5/9/12 *Date*	April 6, 2012 *Date*
Company Address	

EARTHWORK TESTING
NOVEMBER 2008

Administrative Assistant	$ 65.00/hr.
Soil Tester	$ 90.00/hr.
Field Supervisor	$ 90.00/hr.
Project Manager	$ 115.00/hr.
Staff Engineer or Geologist	$ 115.00/hr.
Senior Staff Engineer or Geologist	$ 120.00/hr.
Project Engineer or Geologist	$ 130.00/hr.
Senior Project Engineer or Geologist	$ 145.00/hr.
Senior Engineer or Geologist	$ 155.00/hr.
Principal Engineer or Geologist	$ 185.00/hr.
Vehicle Charge (*Subject to periodic adjustment due to fuel cost*)	$ 0.75/mile
Subsistence	$ 55.00/day
Lodging	Cost
Premium Charges	
Overtime (Saturdays and over 8 hours in one day)	add $ 38.00/hr.
Sunday and Holidays	add $ 47.00/hr.

Compaction Characteristics: Laboratory moisture/density relationship

ASTM D 698	
Methods A	$ 190.00 each
Methods B, C & D	$ 200.00 each
ASTM D 1557	
Method A	$ 230.00 each
Method B, C & D	$ 240.00 each
CT 216	$ 240.00 each

NOTES:

1) A two hour minimum charge will apply to field technician services with the following exceptions:
   a) Single trip pickup and delivery services, where a one hour minimum will apply.
   b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
2) A $20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.

TOM HAWKINS SCHOOL MODERNIZATION
Tracy, California

Budget Estimate

EARTHWORK

Soil engineering testing and observation services during
Earthwork construction

Utility Underground Trench Backfill

Storm drain			
2 days @ 2 hours/day @ $90/hour	=	$	360

Laboratory Testing

2 ASTM 1557-A @ $230 each	=	$	460

Project Administration and review & reports

Project Engineer - 1 hour @ $130/hour	=	$	130
Mileage	=	$	90

CONCRETE SAMPLING & TESTING

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1 concrete mix design reviews by senior engineer @ $200 each	=	$	200

Reinforcing Steel / Sampling, Tagging & Testing
Assuming local fabricator within a 50 mile radius of nearest WKA office

3 hours @ $80/hour	=	$	240
1 tensile test @ $70 each	=	$	70

Batch Plant Observation

2 hours @ $70/hour	=	$	140

Sidewalk Repair / Concrete Sampling & Testing

5 hours @ $70/hour	=	$	560

CONCRETE SAMPLING & TESTING (continued)

2 one-hour round trips to retrieve test samples the day after concrete @ $70/hour	=	$	140
2 sets of 4 concrete cylinders for laboratory compression tests @ $27/cylinder	=	$	216

EXPANSION AND EPOXIED ANCHORS

Post-installed expansion and epoxied concrete anchor testing and/or inspection. Specified hydraulic or mechanical load is applied as required to verify correct installation or visual inspection of installation per manufacturer's instruction (if necessary).

8 hours budgeted as needed during construction to avoid contractor delays @ $70/hour	=	$	560

SUMMARY

Earthwork	$	1040
Concrete	$	1356
Anchors	$	560
Code compliance reports, job administration, & mileage	$	300
Total	**$**	**3256**

Wallace Kuhl & ASSOCIATES

CONSTRUCTION TESTING AGREEMENT

TOM HAWKINS SCHOOL MODERNIZATION

JEFFERSON SCHOOL DISTRICT C/O RGM & ASSOCIATES, (CLIENT") and River City Geoprofessionals, Inc. dba WALLACE - KUHL & ASSOCIATES ("WKA") agree:

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6. LIMITATION OF LIABILITY. **WKA's** liability for damages due to alleged negligent professional acts, errors and omissions will be limited to a sum not to exceed $50,000 or **WKA's** total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, **WKA** shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from **WKA's** performance under this Agreement.

7. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that each party shall pay their own legal costs, expenses and attorneys' fees.

JEFFERSON SCHOOL DISTRICT C/O RGM & ASSOCIATES	**WALLACE - KUHL & ASSOCIATES**
Signature	*Signature*
Dana Eaton, Superintendent *Name printed or typed* *Title*	Karlton Windhorst, Regional Manager *Name/Title*
5/9/12 *Date*	April 6, 2012 *Date*
Company Address	

EARTHWORK TESTING
NOVEMBER 2008

Administrative Assistant	$ 65.00/hr.
Soil Tester	$ 90.00/hr.
Field Supervisor	$ 90.00/hr.
Project Manager	$ 115.00/hr.
Staff Engineer or Geologist	$ 115.00/hr.
Senior Staff Engineer or Geologist	$ 120.00/hr.
Project Engineer or Geologist	$ 130.00/hr.
Senior Project Engineer or Geologist	$ 145.00/hr.
Senior Engineer or Geologist	$ 155.00/hr.
Principal Engineer or Geologist	$ 185.00/hr.
Vehicle Charge (*Subject to periodic adjustment due to fuel cost*)	$ 0.75/mile
Subsistence	$ 55.00/day
Lodging	Cost
Premium Charges	
Overtime (Saturdays and over 8 hours in one day)	add $ 38.00/hr.
Sunday and Holidays	add $ 47.00/hr.

Compaction Characteristics: Laboratory moisture/density relationship

ASTM D 698	
Methods A	$ 190.00 each
Methods B, C & D	$ 200.00 each
ASTM D 1557	
Method A	$ 230.00 each
Method B, C & D	$ 240.00 each
CT 216	$ 240.00 each

NOTES:

1) A two hour minimum charge will apply to field technician services with the following exceptions:
   a) Single trip pickup and delivery services, where a one hour minimum will apply.
   b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
2) A $20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.

ENGEO
INCORPORATED

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

Project No.
P2012.000.072

February 10, 2012
Revised March 13, 2012

Ms. Mindy Maxedon
Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377

c/o Charlene Yarnall
PJHM Architects, Inc.
24461 Ridge Route Drive, #100
Laguna Hills, CA 92653

Subject: Jefferson School Replacement
7500 West Linne Road
Tracy, California

PROPOSAL FOR GEOTECHNICAL EXPLORATION AND GEOLOGIC HAZARDS EVALUATION REPORT

Dear Ms. Maxedon:

We are pleased to present this proposal to conduct a geotechnical exploration for the proposed Kindergarten through 8th-grade School located on the southeast corner of West Linne Road and Chrisman Road in Tracy, California. ENGEO is the premier choice as we have the technical expertise, local experience, and unsurpassed dedication to client service. A few of the items that separate us from other geotechnical engineering companies are:

- We have completed geotechnical reports on more than 50 school sites over the last year, many of which have already been approved by CGS and DSA.
- We are the Geotechnical Engineer of Record for Linne Estates residential development located just northwest of the subject school site.
- We have completed several geotechnical reports within close proximity to the school site, including dozens of subsurface explorations.
- We were voted as one of the top 10 best places to work in the Nation by our employees; we are dedicated to providing the best service to both our clients and employees.

In preparation of this proposal, we performed the following tasks:

- We reviewed the Jefferson School Replacement Geotechnical Services Exhibit prepared by PJHM.
- We reviewed the relevant seismic hazard zones and geological maps.

- We reviewed the California Geologic Survey (CGS) - Note 48 checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools.
- We reviewed our existing geotechnical data for Linne Estates project to the Northwest.
- We briefly discussed the proposed project with you.
- We observed the existing site conditions.

PROJECT DESCRIPTION AND SITE GEOLOGIC BACKGROUND

The proposed project consists of demolition of the existing school buildings, relocation of several maintenance buildings and modular buildings, and constructing two new buildings, 2 building additions, 3 parking areas, a turf play area, an asphalt paved play area, a maintenance yard and 60-foot diameter water tank as shown on the Geotechnical Services Exhibit provided. It is our understanding that the proposed buildings will have footprints totaling approximately 61,050 square feet.

The project is located on the western margin of the Great Valley Geologic province of California, adjacent to the Coast Range Province. The Great Valley is a northwest-southeast-trending elongated structural trough, which has been filled with a sequence of sedimentary deposits from Jurassic to Recent geologic age. Older sediments are mostly of marine origin with younger sediments becoming more continental. Most of the sediments were derived from erosion of the Sierra Nevada Mountains to the east and, to a lesser extent, from the Coast Ranges to the west. The overall thickness of sediments, up to 40,000 feet, tends to be greater approaching the western margin of the valley. Based on review of published geologic maps, the Jefferson school site is located on alluvial fan deposits of recent (Holocene Age) sediments emanating from the eastern flank of the Coast Range.

We also reviewed the Seismic Hazards Zones Map for the subject site and there are no known active or potentially active faults crossing the site, and the site is not within the State of California Earthquake Fault Hazard Zone.

SCOPE OF SERVICES

The geotechnical exploration will include a geologic hazards assessment, field exploration, and preparation of a combined geotechnical and a geological hazards report in general conformance with the requirements of the Division of State Architects Office (DSA) and California Geologic Survey (CGS) as indicated in IR A-4 (revised 10/11) and CGS Note 48 (revised 01/11). A Site-Specific Ground Motion Analysis, per Item 16 of CGS Note 48 and the 2010 California Building Code, is not required, and therefore, is not included in this scope of services.

Task 1.0 Field Exploration

Based on the requirements of CGS Note 48, a minimum of one subsurface exploration per 5,000 square feet with a minimum of two explorations for any one building, will be performed. Based on our review of the Geotechnical Services Exhibit provided by you, it is our

understanding that the proposed buildings and additions will have a total footprint of approximately 61,050 square feet, a total of 15 explorations will be required to meet the CGS Note 48 requirements for the proposed buildings. Five additional explorations are proposed in the locations of the water tank, asphalt play area, and parking areas for a total of 20 exploration locations. All of the explorations will extend to depths ranging from 15 to 50 feet. The proposed number of explorations has been established to comply with DSA and CGS requirements. A summary of the proposed buildings and number of explorations per building is presented below.

Space	Approximate Building Footprint sq/ft	Proposed Number of Explorations
New Building	32,000	7*
Future CR Addition	8,400	2*
New Gym Building	19,000	4*
New Food Service Addition	1,650	2*
Parking Lot Areas	-	3
Paved Play Area	-	1
Water Tank	-	1
	TOTAL	20

* Required By CGS – Note 48

Task 1.1 Exploration

Subsurface conditions will be investigated using Cone Penetration Tests (CPTs) and drilling equipment. An ENGEO engineer or geologist will observe the exploration, log the soils encountered and obtain samples at regular intervals for further visual classification and laboratory testing. All explorations will be accurately located in the field.

Prior to performing the explorations, we will obtain the necessary permits from the San Joaquin County Heath Services Department. We will mark our proposed exploration locations in the field and notify Underground Service Alert (USA) of our intent to excavate.

Task 2.0 Laboratory Testing

The engineering characteristics of the soils will be evaluated by laboratory testing. The samples will be re-examined in our laboratory to verify field classifications, and the testing program will likely include moisture content/dry density determinations, shear strength, plasticity and expansion index, sieve analysis and/or percentage passing a #200 sieve, as appropriate. A corrosivity analysis including sulfate ion concentration testing will be conducted on at least one near-surface soil sample.

Task 3.0 Percolation Testing

We will perform percolation testing to assist with septic design for the project. Testing will be performed and permitted in general conformance with San Joaquin County Environmental Health department guidelines and procedures. We propose to perform two percolation tests at the site in the vicinity of the proposed septic system leach lines to determine the percolation of the onsite soils. We plan to drill two borings to depths between 3 and 5 feet (depending on the depth of the proposed leach lines). The borings will be converted to percolation test holes by placing a thin layer of fine gravel at the bottom of the percolation test hole, placing a three-inch-diameter perforated PVC pipe in the hole and then surrounding the pipe with gravel. The holes will be pre-soaked overnight prior to testing, with measurement of the percolation rate occurring the following day. At the start of each test, the holes will be refilled with water to approximately 12-inches above the pea gravel placed at the bottom of the holes. The water level will be measured on a regular basis until the percolation rate stabilizes. The results of our percolation testing will be presented in our Geotechnical Exploration and Geologic Hazards report.

Task 4.0 Engineering Analysis, Geologic Hazards Evaluation and Final Report

Upon completion of our exploration, we will prepare a report in general conformance with the requirements of DSA and CGS Note 48 that will include our findings, conclusions, and recommendations. The report will describe subsurface conditions at the site and will include field data, exploration logs, a geologic cross-section, and a site plan showing the location of the explorations and percolation tests. The report will present discussions, conclusions, and recommendations regarding the following:

- Soil, bedrock and groundwater conditions at the site.
- Site seismicity, geologic and seismic hazards.
- A Geologic Hazard Evaluation that meets the current DSA requirements as indicated in IR-A4 revised November 2007 and California Geologic Survey Note 48 revised January 1, 2011.
- The most appropriate foundation type for the proposed structures including the allowable bearing pressures and lateral earth pressure coefficients.
- Design criteria for the recommended foundation type.
- Site drainage requirements.
- Parking lot recommendations.
- Grading recommendations.
- Concrete flatwork recommendations.
- Site drainage recommendations.

- Results of percolation testing.
- 2010 California Building Code soil profile type and near-source factors.

SCHEDULE

Depending upon the weather, drilling equipment availability and permit requirements, our geotechnical exploration will commence within two weeks following your authorization. We estimate that the time required to complete the field exploration and percolation testing will be four days. Our report should be completed in four weeks following the completion of our field investigation. If this schedule does not meet your needs, please notify us and we can attempt to modify the schedule duration.

FEE

We propose to perform the services outlined above for a fee of **$21,800.**

Necessary removal of fences, unlocking of gates, removal of parked vehicles, permission to enter the site from the current owner or leaseholder, and/or required use permits need to be secured by the client prior to our field activities. If site access or weather conditions restrict our field operations, a revision to our estimate may be necessary.

The scope of services described above does not include the assessment of environmental characteristics involving hazardous or toxic substances. In the event potentially hazardous materials are identified visually or by odor within our explorations, we will notify you as soon as possible of such an occurrence in order to decide mutually whether to continue, suspend, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis.

As previously discussed, A Site-Specific Ground Motion Analysis is not required per item 16 of CGS note 48 and the 2010 California Building Code. However, CGS can request that this be performed during their review process. If this occurs, we can perform this scope of work for $2,500.

RECOMMENDED DESIGN AND CONSTRUCTION PHASE SUPPORT

During the design and review phase for the proposed improvements, we anticipate that the following services will be performed at time and expense in addition to the above scope of work:

- Attending planning meeting/teleconference with structural consultant and project architect to verify that the geotechnical report is responsive to the planned improvements.

- Requested revisions and resubmittals based on review comments.

- Provide as-needed engineering consultation to the office of the State Architect (DSA) and/or California Geologic Survey during the review and approval of the geotechnical report and geologic hazard study.

Hydrology and stormwater management services, testing and observation services during site development can be provided on a time-and-expense basis under separate service agreements. These services are offered to satisfy regulatory agencies, to evaluate compliance with the requirements of our report, and to make adjustments to our recommendations as appropriate during actual site development.

Materials testing services for concrete, masonry and steel, as described in the California Building Code, can also be provided on a time-and-expense basis to evaluate compliance with agency approved project plans and specifications.

An estimate of the total fees for the above listed phases of service can be provided after a detailed project schedule is completed.

LIMITATIONS

In the event that the character of the project changes, additional exploration may be required which will result in additional expenses. No warranties are expressed or implied.

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of Fifty Thousand Dollars ($50,000.00) or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

If you are in agreement with the scope of service and fee outlined in this proposal, please sign and return two copies of the enclosed Professional Services Agreement as our authorization to proceed. One fully executed copy will be returned to you for your records. *Our service will not commence without prior receipt of an executed agreement and retainer.*

We look forward to working with you on this project. If you have any questions regarding the scope of services or fee estimate described herein, please do not hesitate to contact us.

Very truly yours,

ENGEO Incorporated

Zac Crawford, CEG
Senior Geologist
zac/jjt/dt:pro

Josef J Tootle, GE
Principal

Attachments: Professional Services Agreement
List of Services

PROFESSIONAL SERVICES AGREEMENT

ENGEO INCORPORATED

2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583-4634
(925) 866-9000 ♦ FAX (888) 279-2698

Date: March 13, 2012

Project No.: P2012.000.072
Phase: 001
ENGEO Contact: Zachary A. Crawford

Client: Jefferson School District
Client Contact: c/o Charlene Yarnall, PJHM Architects, Inc.
Billing Address: 24461 Ridge Route Drive, #100, Laguna Hills, CA 92653
Project Name and Location: Jefferson School Replacement, 7500 West Linne Road, Tracy, CA 95304
Scope of Services: In accordance with the attached revised proposal dated March 13, 2012
Estimated Fees: $21,800, in accordance with the attached revised proposal dated March 13, 2012

TERMS AND CONDITIONS

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and ENGEO.
2. This agreement shall not be assigned by either Client or ENGEO without the prior written consent of the other.
3. This agreement contains the entire agreement between Client and ENGEO relating to the project(s) and the provision of services to the project(s). Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement or its referenced documents are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and ENGEO.
4. ENGEO's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and ENGEO.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. ENGEO shall only act as an advisor in all governmental relations. ENGEO shall not be construed as an agent of Client.
8. ENGEO shall sign certifications only if ENGEO approves the form of such certifications prior to the commencement of services, and provided such certifications are limited to statements of professional opinion and do not constitute a warranty or guarantee, expressed or implied.
9. All reports, documents, drawings and other instruments of ENGEO's service, and copies thereof, created by ENGEO pursuant to this agreement, shall remain the property of ENGEO. Client agrees that the instruments of service provided to Client by ENGEO shall not be subject to unauthorized reuse, that is, reuse without written authorization of ENGEO. Such authorization is essential because it requires ENGEO to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, Client agrees to waive any claim against ENGEO, and defend, indemnify and hold ENGEO harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of ENGEO's instruments of service. Client further agrees to compensate ENGEO for any time spent or expenses incurred by ENGEO in defense of any such claim, in accordance with ENGEO's prevailing fee schedule and expense reimbursement policy.
10. Samples will be discarded immediately after testing. Those not tested will be discarded 30 days after sampling. Samples shall remain the property of Client, and Client shall be responsible for removal and lawful disposal of hazardous materials and containers.
11. Client shall not permit or authorize changes in the reports and documents prepared by ENGEO pursuant to this agreement. Client acknowledges that any changes and their effects are not the responsibility of ENGEO and Client agrees to release ENGEO from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless ENGEO, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
12. Client acknowledges that its right to utilize the services and instruments of service provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that ENGEO has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provided pursuant to this agreement.
13. Client is to furnish ENGEO free access to the project site in order to make the necessary borings, reconnaissance, or other explorations, whether invasive or noninvasive. ENGEO will exercise reasonable care; but some damage is unavoidable. Cost of repair is not included in the fee and is Client's responsibility.
14. Client shall furnish ENGEO the locations of all underground utilities or buried structures. ENGEO shall not be liable for damage to any utilities or structures which were not accurately defined and/or located by the Client.
15. ENGEO and Client agree that there are risks of earth movement and property damage inherent in field exploration, land development and repair; that ENGEO has not been authorized to perform the exhaustive and economically infeasible investigation necessary to eliminate such risks; and that ENGEO thus does not guarantee or warrant the results of its work.
16. Upon written request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary for ENGEO to perform its obligations under this agreement.
17. Client agrees not to use or permit any other person to use reports or other instruments of service prepared by ENGEO, which reports or other instruments of service are not final and which are not signed, stamped or sealed by ENGEO. Client agrees to be liable and responsible for any such use of nonfinal reports, or other instruments of service not signed, stamped or sealed by ENGEO and waives liability against ENGEO for their use. Client further agrees that final reports or other instruments of service are for the exclusive use of Client and may be used by Client only for the project described on the face hereof.
18. ENGEO has a right to complete all services agreed to be rendered pursuant to this agreement. Either Client or ENGEO may terminate this agreement at any time before completion of all services by giving seven (7) days written notice thereof to the other. If terminated by Client, Client agrees to release ENGEO and hold ENGEO harmless from all liability for work performed.
19. ENGEO shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
20. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which ENGEO may have for the performance of services pursuant to this agreement. Client agrees to separately provide to ENGEO the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide ENGEO with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
21. If payment for ENGEO's services is to be made on behalf of Client by a third-party lender, Client agrees that ENGEO shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
22. Charges not paid within thirty (30) days of invoice will accrue a late charge at a rate of 1.5 percent per month. If Client fails to pay ENGEO within thirty (30) days after invoices are rendered, Client agrees that ENGEO has the right to consider such nonpayment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of ENGEO under this agreement are terminated. In such event, Client shall promptly pay ENGEO for all fees, charges, and services provided by ENGEO including collection costs and related attorneys' fees. Client agrees that all billings from ENGEO to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies ENGEO in writing of alleged inaccuracies, discrepancies, or errors in the billing.
23. If ENGEO, pursuant to this agreement, produces reports, or other documents and/or performs field work, and such reports, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by Client as extra work.

24. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work.
25. In the event all or any portion of the work prepared or partially prepared by ENGEO is suspended, abandoned, or terminated, Client shall pay ENGEO for all fees, charges, and services provided for the project, not to exceed any limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional fees due to suspension of the work which shall be paid by Client as extra work.
26. ENGEO is not responsible for delay caused by factors beyond ENGEO's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove ENGEO's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays occur, Client agrees that ENGEO is not responsible for damages nor shall ENGEO be deemed to be in default of this agreement.
27. ENGEO shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, or building permits.
28. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which ENGEO's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
29. Client acknowledges that ENGEO is not responsible for the performance or work by third parties including, but not limited to, the construction contractor and its subcontractors.
30. Client acknowledges that the work performed pursuant to this agreement is based upon field and other conditions discovered at the time of preparation of ENGEO's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction observation, or if subsequent to this agreement Client retains other persons or entities to provide such services, Client acknowledges that such services will be performed by others and Client will defend, indemnify and hold ENGEO harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of ENGEO; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of ENGEO.
31. In the event Client discovers or becomes aware of field or other conditions which necessitate clarifications, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify ENGEO and engage ENGEO to prepare the necessary clarifications, adjustments, modifications or other changes to ENGEO's work before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify ENGEO pursuant to the provisions of this paragraph.
32. Client agrees that the sole recourse for damages to Client arising from the services provided to Client by ENGEO under this agreement shall be against ENGEO and Client waives any claim against any employees, directors, officers, agents, or affiliates of ENGEO.
33. The fee(s) quoted in this contract is valid for 60 days from the contract date and unless stated otherwise, is approximate only.
34. ENGEO'S LIABILITY FOR DAMAGE DUE TO PROFESSIONAL NEGLIGENCE, ACTS, ERRORS, OMISSIONS, BREACH OF CONTRACT AND CONSEQUENTIAL DAMAGES WILL BE LIMITED BY CLIENT TO AN AMOUNT NOT TO EXCEED AN AGGREGATE LIMIT OF FIFTY THOUSAND DOLLARS ($50,000) OR ENGEO'S FEE, WHICHEVER IS GREATER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. In the event that Client does not wish to limit ENGEO's liability in accordance with the provisions stated herein, ENGEO agrees to waive this limitation upon written notice from the Client received within five (5) days after the date this agreement is fully executed, and Client agrees to pay Two Hundred Fifty Thousand Dollars, ($250,000.00) or an additional sum equivalent to ten percent (10%) of the total fee, whichever is greater, said consideration to be called "Waiver of Limitation of Professional Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work for which there is no limitation of liability. ENGEO and Client each agree that in no event will either hold the other liable for incidental or consequential damages in connection with any claim arising from or related to this agreement or ENGEO's services. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by ENGEO of such limitation of professional liability for design defects, errors, omissions, professional negligence, breach of contract and consequential damages, and to require as a condition precedent to their performing their work, a like limitation of liability on their part as against ENGEO.
35. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold ENGEO harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of ENGEO.
36. Client acknowledges that ENGEO's scope of services for this project does not include removal or abatement of environmental contaminants. Should ENGEO or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any nearby areas which may affect ENGEO's work, ENGEO may, at its option, terminate work on the project until such time as Client retains ENGEO to mitigate, abate and/or remove environmental contaminants. Client agrees that the discovery of unanticipated environmental contaminants may make it necessary for ENGEO to take immediate measures to protect health and safety. Client agrees to compensate ENGEO for all costs incident to the discovery of environmental contaminants.
37. Client recognizes that ENGEO's failure to detect the presence of environmental contaminants at a site, even though environmental contaminants may be assumed or expected to exist through the use of appropriate sampling techniques, does not guarantee that environmental contaminants do not exist at the site. Similarly, Client recognizes that ENGEO's subsurface explorations may not encounter environmental contaminants at a site, which may later be discovered. Client agrees to waive any claim against ENGEO and agrees to defend, indemnify and hold ENGEO harmless from claims or liability for injury or loss arising from ENGEO's failure to detect the presence of environmental contaminants through techniques commonly employed for the purpose.
38. Client agrees to save, indemnify, and hold harmless ENGEO against any and all liability, claims, judgments, or demands, arising from injuries or death of persons (Client's employees, subcontractors, and consultants included), damage to property, diminution in property value arising directly or indirectly out of the obligations herein undertaken or out of the services rendered by ENGEO, save and except claims or litigation arising through the sole negligence or sole willful misconduct of ENGEO, and will make good to and reimburse ENGEO for any expenditures, including reasonable attorneys fees, ENGEO may incur in such matters, and, if requested by ENGEO, will defend any such suits at the sole cost and expense of the Client.
39. Subject to any shorter period provided under applicable statutes of limitations, Client agrees that it will not assert any claim or action arising from or in any way related to ENGEO's services under this agreement later than three years following the Completion Date. This provision applies regardless of whether such claim or action alleges breach of contract, tort, indemnity, or any other legal theory, and regardless of whether it alleges any patent or latent deficiency in ENGEO's services. The Completion Date relating to the services performed under this agreement is the date of the last published technical document required under this agreement.

ENGEO INCORPORATED

By:_____ Date:_____
Print Name:_____
Title:_____
Engineer's License No.:_____

CLIENT: Jefferson School District

By:_____ Date:_____
Print Name:_____
Title:_____

LIST OF SERVICES

Geotechnical Engineering
Foundation Engineering
Grading Design
Dewatering Analysis and Design
Slope Analysis & Stabilization
Subsurface Characterization
Seismic Analysis
Earthquake Engineering
Levee and Dam Design
Seismic Retrofit
Slope Instrumentation & Monitoring
Laboratory Testing
Soil Stabilization
Pavement Analysis & Design
Sulfate Testing

Geology
Geologic Assessments
Geologic Hazard Appraisals
Landslide Characterization
Rock Slope Stability Studies
Geologic Mapping
Geophysical Surveys
Landslide Delineation
Bedrock Stability Studies
Earthquake Fault Studies
Aggregate Resource Evaluation
Geologic Hazard Abatement Districts (GHAD)
Landslide Repair Design
Mine Suitability Studies
Rock Rippability Analysis

Testing & Inspection
Laboratory Materials Testing
Concrete Mix Design and Review
Testing & Observation of Earthwork
Special Inspection of Steel, Concrete & Masonry
Asphalt Testing
Aggregate and Soil Testing
QA/QC

Environmental Engineering
Phase I & II Environmental Site Assessments
Preliminary Endangerment Assessments
Brownfield/Infill Redevelopment
Underground Storage Tank Consultation
Soil & Groundwater Characterization
Soil & Groundwater Remediation Consultation
Groundwater Well Installation & Sampling
Health Risk Assessments
Input for EIR/EIS
HAZMAT Assessments
Hydrogeologic Characterization
Asbestos Surveys & Monitoring
Air Monitoring

Water Resources
Groundwater Supply Studies
Lake Design
Stormwater Management Plans (SWMP)
Basin Design and Management Plans
Hydrologic Modeling
Restoration & Hydraulic Design
Creek Restoration & Realignment
Storm Water Pollution Prevention Plans (SWPPP)
Erosion and Sediment Control Plans
SWPPP Implementation

CM/PM
Construction Management
Project Management
Multi-Disciplined Design
GIS/GPS

Additional Services
Earthwork Quantity Take-Offs
Web-Based Project Delivery Systems
Structural Engineering
Entitlement & Permitting Support

North Tower Environmental, Inc.
3900 Geary Blvd., Suite 301
San Francisco, CA 94118

RECEIVED
MAR 12 2012
RGM & ASSOC.

March 7, 2012

Mindy Maxedon
Chief Business Officer
Jefferson School District
1219 Whispering Wind Dr.
Tracy, CA 95377

RE: RFP for Environmental Consulting Services
Monticello School Modernization
Tracy, California

Please find the attached qualifications, pricing format and general price for three phases of environmental consulting services requested. Modernization work is concentrated in "targeted areas" of the school including the Media Center (Restrooms); Multi-Purpose Building (Kitchen and Restrooms); Administration and Kindergarten Building (Restroom); and Building E (Restrooms).

North Tower Environmental has extensive experience in providing environmental consulting services in conjunction with moderate modernizations of schools to large-scale demolition projects.

North Tower Environmental appreciates the opportunity to provide you with this information requested and we look forward to working with you in the future.

Respectfully Submitted,
North Tower Environmental, Inc.

Carolyn M. Henry
President/ Senior Project Manager
(carolyn@northtowerenv.com)

FIRM PROFILE

North Tower Environmental, Inc. – Background

North Tower Environmental, Inc. (NTE) is a professional consulting firm specializing in Asbestos, Lead and Industrial Hygiene Consulting Services. NTE's principal, Carolyn Henry, has been in the asbestos and lead-based paint consulting industry for over 20 years and NTE has been in business for 16 years. NTE is based in San Francisco and performs consulting services throughout California.

North Tower Environmental – Team Members

(*Proposed Consultants to be used on this job)

Name	Project Responsibility	Availability
Carolyn Henry* • Cal OSHA CAC • DHS Insp. Assessor/Project Monitor	**Senior Project Manager:** Projects Coordinator Hazardous Material Survey (pre-demo) Abatement Design and Specification Preparation Abatement Oversight and Air Monitoring	Full-Time
Gary Lowe* • Cal OSHA CAC • DHS Insp. Assessor/Project Monitor	**Project Manager /Field Technician:** Hazardous Material Survey Abatement Design and Specification Preparation Abatement Oversight and Air Monitoring	Full-Time
Mark King* (*works from satellite **Modesto** office*) • Cal OSHA CAC	**Project Manager/ Field Technician** Abatement Oversight, Monitoring and Testing	Full-Time
Miguel Hermida • Cal OSHA CSST • Project Monitor	**Project Manager/ Field Technician** Hazardous Material Survey Abatement Oversight, Monitoring and Testing	Full-Time
Ross Kendall* • Cal OSHA CSST • Project Monitor	**Project Manager/ Field Technician** Hazardous Material Survey Abatement Oversight, Monitoring and Testing	Full-Time
Kevin Braun (*works from satellite **Livermore** office*) • Cal OSHA CAC • Certified Industrial Hygienist	**Project Manager/ Field Technician** Abatement Oversight, Monitoring and Testing	Full-Time
Joseph Sadeh • Cal OSHA CAC	**Project Manager/ Field Technician** Abatement Oversight, Monitoring and Testing	Part-Time
Eric Zamb • Cal OSHA CAC • DHS Insp. Assessor/Project Monitor	**Project Manager / Field Technician** Hazardous Material Survey Abatement Design and Specification Preparation Abatement Oversight and Air Monitoring	Part-Time

North Tower Environmental – Relevant Experience

Project Name/ Location:	**Monte Vista School, Modernization** 751 West Lowell Avenue, Tracy, CA 95376
Year Completed:	October 2010 – Present Status: scheduled abatement completion Summer 2012
Client Name:	**Tracy Unified School District** Bonnie Carter, Director of Facilities (209) 830-3245
Project Contractor:	Janus Environmental: (925) 969-9200
Project Inspector:	Carolyn Henry: (415) 740-8969 and Mark King (415) 933-8170
NTE's Scope:	Pre-Demolition Survey for Asbestos, Lead and PCBs; Project Design and Specification (Work Plan) Preparation; Abatement Oversight and Management

Project Name/ Location:	**Pittsburg High School, Replacement Project** 250 School Street, Pittsburg, California
Years Completed:	January 2008-December 2010 Status: Complete
Client Name:	**Pittsburg Unified School District** Mike Rodriguez, Head of Facilities and Maintenance (925) 473-2330
Project Inspector:	Carolyn Henry: (415) 740-8969 and Gary Lowe: (415) 577-9207
Project Contractor:	Alarcon Bohm: (925) 893-4405
NTE's Scope:	Pre-Demolition Survey for Asbestos, Lead and PCBs; Project Design and Specification (Work Plan) Preparation; Abatement Oversight and Management

North Tower Environmental – Relevant Experience

Project Name:	**Encinal Elementary School, Hillview Elementary School, Oak Knoll Middle School and Laurel Elementary School** Menlo Park and Atherton, California
Years Completed:	January, 2007-Present Status: Ongoing
Client Name:	**Menlo Park City School District** Ahmad Shiekholeslami, Facilities Director (650) 321-7140
Project Inspector/	Carolyn Henry: (415) 740-8969 and Miguel Hermida: (415) 740-8970
NTE's Scope:	Pre-Renovation Survey for Hazardous Materials; Project Design and Specification Preparation; Abatement Oversight and Management

Project Name/ Location	**Graham Hall Demolition** 500 El Camino Real, Santa Clara, California
Year Completed:	March – August, 2011 Status: Complete
Client Name:	**Santa Clara University** John Veargason, Santa Clara University (408) 554-4000
Project Inspector:	Carolyn Henry: (415) 740-8969 and Miguel Hermida: (415) 740-8969
Project Contractor:	Synergy Environmental: (925) 429-9600
NTE's Scope:	Pre-Demolition Survey for Asbestos, Lead and PCBs; Project Design and Specification Preparation; Abatement Oversight and Management

- NTE's goal is to provide the District with a comprehensive hazardous material survey that provides the District with **complete information** regarding the presence of hazmats. This may require a significant volume of samples to be analyzed; however, this strategy ultimately saves the District from going back and collecting additional samples during a time-sensitive project.

- NTE's surveys shall include inspecting for asbestos, lead, PCB's and other hazardous materials relevant to the specific building. Lead survey shall being conducted using an **XRF instrument** to minimize damage to existing surfaces as well as collect comprehensive data regarding the present of lead-based paint.

- NTE will work with the District and provide **off-hour consulting and analytical services** whenever necessary in order to complete survey/inspection after school hours as well as meet Project Schedule Goals. For example, if abatement is complete at the end of the day, NTE will remain on-site and collect clearance samples in order to turn the cleared area over the next morning; this is critical particularly when a general contractor schedule can be met or **expedited**.

- NTE will work with the District's **fast-track** schedule and advise on abatement phasing and strategies; plans can be devised that allow abatement to be completed in phases, thus allowing areas of a building to be available to the general contractor while abatement continues in other areas. This is a **great time-saving tool** to control or eliminate delays of the tightly scheduled modernization projects;

- Sampling strategies and **Work Plan scope** need to be tailored to each building depending on whether demolition or renovation is planned. Renovation work plans should take into consideration all hazardous materials that will remain because abatement is not always necessary or feasible. By foreseeing any hazmats that will be impacted during renovation and rebuild activities, the anticipated scope of work can be included in the work plan.

- NTE has always used detailed Work Plans as an attachment to the technical specification. At a time when the industry typically relied on vague and confusing scopes of work, NTE provided an attachment (work plan) describing the detailed scope of work. This clear scope of work also allowed for more **competitive bidding** from the contractors.

- Bid documents shall include a **unit pricing form** to be used for deductive and/or additive purposes. This can be an effective tool when architectural drawings are amended requiring additional (or less) abatement.

North Tower Environmental - Project Lead Times and Requirements

PHASE	TIME
Phase I: Survey Phase:	14 Calendar Days from NTP
Phase II: Design, Specification and Cost Estimate:	14 Cal. Days after Completing Phase 1
Phase III: Project Inspection, Air Monitoring, Clearances:	To Be Determined

North Tower Environmental – Client References

Client Name:	**Tracy Unified School District**
Client Contact:	Bonny Carter, Facilities Director (650) 321-7140
Client Name:	**Menlo Park City School District**
Client Contact:	Ahmad Shiekholeslami, Facilities Director (650) 321-7140
Client Name:	**Pittsburg Unified High School**
Client Contact:	Mike Rodriguez, Head of Facilities and Maintenance (925) 473-2330
Client Name:	**Santa Clara University**
Client Contact:	John Veargason, Facilities Project Manager (408) 554-4000
Client Name:	**City and County of San Francisco, DPW**
Client Contact:	Robert Begley, Project Manager (408) 554-8367
Client Name:	**Hastings College of the Law**
Client Contact:	Ben Nerone, Facilities Director (415) 581-8901
Client Name:	**Antioch Unified School District**
Client Contact:	Marlin Jones, RGM & Associates (925) 671-7717
Client Name:	**Martinez Unified School District**
Client Contact:	Jon Novero, RGM & Associates (925) 671-7717
Client Name:	**Saint Francis Memorial Hospital**
Client Contact:	Lloyd Yandell, Facilities Director (415) 353-6923

PROJECT NAME: MONTICELLO SCHOOL MODERNIZATION

Based on a review of the plans, "targeted" areas of Modernization generally consist of the following:

- Media Center (Restrooms);
- Multi-Purpose Building (Kitchen and Restrooms);
- Administration and Kindergarten Building (Restroom); and
- Building E (Restrooms).

PHASE I SURVEY/ ANALYSIS/ DOCUMENT REVIEW				
Item	**Quantity**	**Rate**	**Total**	**Staff Assigned**
Number of Days	1 Day (1 Technician)	$520/day per Technician ($65/hour)	$ 520.00	Gary Lowe
	6 Hours (1 Project Manger)	$78/hour	$ 468.00	Carolyn Henry
Number of Tests - **PLM** - **AA**	 25 10	 $ 18/sample $ 19/ sample	 $ 450.00 $ 190.00	Carolyn Henry/Gary Lowe
Number of Trips	5	NO CHARGE	$ 0.00	
TOTAL for PHASE 1			**$ 1,628.00**	

PHASE II DESIGN/ SPECIFICATION/ COST ESTIMATE				
Item	**Quantity**	**Rate**	**Total**	**Staff Assigned**
Number of Days	15 Hours	$ 65/ hour	$ 975.00	Gary Lowe
	8 Hours	$ 78/ hour	$ 624.00	Carolyn Henry
Number of Tests	Not Applicable	Not Applicable	$ 0.00	
Number of Trips	1	NO CHARGE	$ 0.00	
TOTAL for PHASE 2			**$ 1,599.00**	

PHASE III PROJECT INSPECTION, AIR MONITORING AND CLEARANCES				
Item	**Quantity**	**Rate**	**Total**	**Staff Assigned**
Number of Days	5 Days	$ 520/ day	$ 2,600.00	Mark King/ Ross Kendall
	10 Hours	$ 78/ hour	$ 780.00	Gary Lowe
Number of Tests - **PCM** - **TEM** - **AA** -	 20 Samples 5 Samples 5 Samples	 $ 15/ sample $ 96/ sample $ 18/ sample	 $ 300.00 $ 480.00 $ 90.00	
Number of Trips	5	NO CHARGE	$ 0.00	
TOTAL for PHASE 3			**$ 4,250.00**	

Presented below are North Tower's Team categories of personnel and billable staff. Rates include labor, fringe benefits, overhead, profit and labor.

CLASSIFICATION	RATE
Project Manager / Principal Oversight	**$ 78/hour**
Project Consultant / Technician	**$ 65/hour**
Travel Time	**No Charge**
Vehicle	**No Charge**
Overtime	**1.5 x hr rate**
Weekend	**1.5 x hr rate**
Holiday	**2 x hr rate**
Administrative / Clerical	**$ 35 /hour**
Minimum Charge	**2 Hours**

Laboratory Services Asbestos	Rush	24 Hour	3-5 Days
PCM (NIOSH 7400)	$ 20	$ 15	$ 12
TEM (AHERA, Yamate, NIOSH 7402)	$ 125	$ 95	$ 80
PLM (EPA Method)	$ 23	$ 18	$ 15
TEM Bulk (Qualitative)	n/a	n/a	$ 110
TEM Bulk (Weight %)	n/a	n/a	$ 290
TEM Water (Drinking or Waste)	n/a	n/a	$ 175

Laboratory Services Individual Metals (Lead)	Rush	24 Hour	3-7 Days
Flame AA - Air (NIOSH 7082)	$ 25	$ 18	$ 16
Flame AA - Paint Chip	$ 25	$ 19	$ 17
Flame AA (Soil)	n/a	$ 23	$ 17
Flame AA - Dust Wipe	$ 25	$ 19	$ 17
Graphite Furnace (water)	n/a	$ 22	$ 19
Mercury	n/a	n/a	$ 49
TCLP Lead	n/a	n/a	$ 115
STLC Lead	n/a	n/a	$ 115

Other Services and Charges

Equipment — Equipment Rental: Cost plus 10 %

AGREEMENT FOR
DSA PROFESSIONAL INSPECTION SERVICES
BETWEEN
JEFFERSON SCHOOL DISTRICT
AND
CHARLES WALKER INSPECTION SERVICES

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this 1st day of June 2012 ("Effective Date"), by and between the **JEFFERSON SCHOOL DISTRICT** ("District") and **CHARLES WALKER INSPECTION SERVICES** ("Consultant"), (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide construction inspection services to public clients as required by the Division of State Architect ("DSA") and is familiar with the plans of District.

2.2 **Project.** District desires to engage Consultant to render Division of the State Architect ("DSA") inspection and testing services as further detailed herein related to the following list of projects:

(a) Tom Hawkins School

(i) Playfield, running path;

(ii) Shade structure and site work

(iii) Modernization

(b) Monticello School

(i) Playfield, running path;

(ii) Shade structure and site work

(c) Anthony Traina School

(i) Playfield, running path;

(ii) Shade structure and site work

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional inspection and testing services, including but limited to DSA inspection (also known as Project Inspector or Inspector of Record (IOR)), as are more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference **("Services")**. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Consultant Qualifications. As a material term of this Agreement, Consultant represents that it has and shall maintain throughout the term of this Agreement all professional licenses and certifications required for the performance of Services as set forth in Section 3.3 (g). With respect to the DSA services, Consultant officers and employees shall meet the qualifications of an on-site Project Inspector as provided in the State Building Code, Title 24 of the California Code of Regulations, Part 1, section 4-333. Consultant shall have a General Inspector Class 1 Certificate from the Division of the State Architect. All subcontractors of Consultant shall maintain licenses or certificates required for the work they perform. For all subcontractors who are DSA Certified Assistant Inspectors, Consultant shall provide to District, evidence of substantial progress and status reports towards DSA certification of a Class 1, 2, 3 or 4 Project Inspector which is commensurate with the class of project that the subcontractor is the Assistant Inspector.

(c) Project Inspector. The individual Project Inspector for this Agreement and the Project shall be **Charles Walker** (the "Individual Project Inspector"). So long as the Individual Project Inspector remains in the employ of the Project Inspector, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project as deemed necessary by the District in its reasonable discretion, without the prior written consent or instruction of the District. Any violation of the terms and provisions of this section shall constitute a material default of the Project Inspector hereunder. In the event that the District and the Project Inspector cannot agree as to the substitution or replacement of the Individual Project Inspector, the District shall be entitled to terminate this Agreement pursuant to the provisions of Section 3.5.2.

3.2 **Term**. The term of this Agreement shall be from **June 1, 2012** until **December 31, 2012, or until all projects listed under 2.2 are completed**, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis, and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages

applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is utilizing state funding subject to oversight by the Department of Industrial Relations Compliance Monitoring Unit ("CMU"), Consultant shall abide by the CMU requirements, including the submission of certified payroll records, as required by the CMU at no additional cost to District.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District, DSA and any and all applicable regulatory State agencies, and shall be the property of District.

(c) DSA Reports. Consultant shall provide the District with copies of all reports required to be submitted to applicable regulatory State agencies to District, including but not limited to, all required DSA reports, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project. Such work authorization shall reiterate Consultant's duties outlined herein. The work authorization shall be written in the amount set forth in Exhibit "B."

(e) Maintenance of Construction Records. Consultant shall maintain complete and accurate construction records with respect to DSA-required records and all records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for five (5) years from the date of the Notice of Completion for the Project.

(f) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(g) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services

in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(h) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations, Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(i) Insurance.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the California Labor Code. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and

volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer waives all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each

insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(j) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(k) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third-party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Consultant shall submit to District an itemized monthly statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Withholding of Payments. If any required reports are not received within fifteen (15) days of due dates described below, the Owners retain the express contractual right to withhold monthly payments to the Consultant until all outstanding reports are submitted to the Owners.

REPORT	DUE DATE
Daily	Not later than noon the next working day.

Semi-monthly	On the 1st and the 16th of each month
Final form 6	At the end of the project

(e) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.6 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(i) Loss of Inspector Certification. This Agreement shall automatically terminate and payment shall cease should the Consultant at any time fail to provide a DSA-approved Project Inspector for the Project.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CHARLES WALKER INSPECTION SERVICES
1516 Marsha Avenue
Modesto, CA 95350
209-606-3017
Attn: Charles Walker

DISTRICT:

JEFFERSON SCHOOL DISTRICT
1219 Whispering Wind Drive
Tracy, CA 95377
(209)836-3388
Attn: Mindy Maxedon

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. Consultant shall defend, indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only limitation upon Consultant's duty to indemnify and hold harmless the District, its Board, officials, officers, employees, volunteers and agents shall be for the sole negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Board, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the District and its Board, directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, directors, officials, officers, employees, agents or volunteers.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Joaquin, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Disabled Veteran Business Enterprise ("DVBE") program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils.

(s) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(t) Drugs and Tobacco. All District's facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District's facilities.

(u) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(v) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

JEFFERSON SCHOOL DISTRICT
"District"

By: _____
Dana Eaton
Superintendent

Attest:

By: _____
Board ~~Clerk~~

CHARLES WALKER INSPECTION SERVICES
"Consultant"

By: _____
Charles Walker
Inspector

Attest:

By: Brian Jackman / Clerk
[INSERT NAME]
[INSERT TITLE]

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, including but not limited to Title 24, and instructions included herein. Consultant shall provide daily and/or individual occurrence reports of Special Inspections on previously approved forms and provide sufficient copies for distribution to the District, the construction contractor, and the architect.

I. DSA Inspection Services.

A. All DSA Inspector of Record Services, including monitoring of Special Inspectors.

1. Perform DSA Inspections, to assure compliance with approved plans and specifications, in strict accordance with all applicable local, state and federal laws rules and regulations. As outlined in California Code of Regulations, Title 24 Part 1.

2. Conduct Quality Control Inspections and report any discrepancies to the architect, the project manager, construction manager and District's Construction Services Manager.

3. Evaluate scope of change order requests to assure compliance with code and standard building practice.

4. Advise construction manager of DSA, California Building Code and any other applicable code requirements related to the specific scope of work.

5. Keep a log of the job and all related inspections, including but not limited to, pictures, test dates and test results.

6. Turn in to District all reports of inspections, test results, pictures, notes and related materials at the end of the project.

7. Provide the District with a daily report of activities which shall be submitted to the District on a weekly basis.

8. Submit all required DSA forms to DSA related to Consultant's services for the Project.

B. Deputy Inspection and Specialty Inspection Services.

C. Material testing and laboratory services as required by California Code of Regulations, Title 24 and as described in the plans and specifications of the Project.

D. Provide Verified Reports (DSA-6) for the Project upon 100% completion.

E. Provide assistance and input in the development of comprehensive construction standards for use by the District.

F. Provide site reconnaissance to determine the adequacy of potential development sites.

G. Provide pre-bid plan check services.

H. Assist the District, the construction manager and the architect with contract and construction management.

I. Provide and maintain computerized project reports with software compatible with that used by the District.

J. Provide vehicle equipped with cellular phone with paging and message center capabilities.

K. Provide 24-hour emergency structural evaluation services in the event of a major disaster.

L. Provide other services as directed by the District.

EXHIBIT "B"

COMPENSATION FOR SERVICES

See Attached

Exhibit "B"

Charles Walker Inspection Service

Charles A. Walker • 1516 Marsha Avenue • Modesto, CA 95350 • Telephone 209-606-3017

May 8, 2012

Jefferson School District
Attn: Mindy Maxedon
1219 Whispering Wind
Tracy, CA 95377

Subject: Proposal for Project Inspection (DSA Approved) for the Measure J Bond Projects.

I propose to provide DSA Project Inspection services for your Projects as detailed below.

$75.00 per hour for Project Inspection Services with a 2 hour minimum per day on days that I perform Inspections.

A $425.00 Start up fee to cover cost of yearly premium for Comprehensive General Liability Insurance as required by Jefferson School District. This fee will be billed on 1st invoice & yearly on anniversary. I will put the insurance in effect before starting work at your District. If you choose to waive the Liability Insurance requirement I will not bill you for this. Jefferson School District is the only School District I have worked with that requires Liability Insurance for DSA Inspector's. I will have the General Liability & Auto Insurance as the only insurance I carry pertaining to your District.

I will submit an Invoice Monthly for Inspection Services in a format approved by JSD. I will include with my Invoice an Inspection Detail Document that includes dates and hours spent on each project that I am the Project Inspector on.

Thank you for the opportunity to provide Project Inspection Services for your Projects. If I can provide any further information or you need to discuss this proposal please contact me.

Respectfully,

Charles A. Walker

Charles A. Walker, Inspector

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2012

PRODUCER (415)978-3800 FAX: (415)978-3825
Calender-Robinson Company, Inc.
FB0267063
300 Montgomery St., Suite 888
San Francisco CA 94104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Charles A. Walker
Dba: Charles Walker Inspection Service
1516 Marsha Avenue
Modesto CA 95350

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Co., LTD	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	57SBMBC9101	5/17/2012	5/17/2013	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Jefferson School District, RGM Associates and PJHM Architects are named as additional insureds per the attached endorsement. *10-Day Notice of Cancellation Applies for Non-Payment of Premium.

CERTIFICATE HOLDER

Jefferson School District
1219 Whispering Wind
Tracy, CA 95377

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sarah Pete Ana

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 57 SBM BC9101 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ---- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Jefferson School District, RGM Associates and PJHM Architects

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Inc. 1984

FIRST AMMENDMENT

TO

CONSTRUCTION SERVICES AGREEMENT

FOR

2012 MODERNIZATION AND PLAYFIELD IMPROVEMENTS PROJECT

Dated as of February 22, 2012

Between

JEFFERSON ELEMENTARY SCHOOL DISTRICT

and

RGM AND ASSOCIATES

FIRST AMENDMENT
CONSTRUCTION SERVICES AGREEMENT

This First Amendment to the Construction Services Agreement is made this 12th day of June, 2012, by and between the JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California School District organized and existing under the laws of the State of California (hereunder called the "District"), and RGM AND ASSOCIATES, a California Corporation with its principal place of business at 3230 Monument Way, Concord, California ("Contractor").

Recitals

WHEREAS, the District and Contractor desire to amend the Construction Services Agreement to add additional work to be constructed by RGM and Associates;

WHEREAS, the Plans and Specifications were approved by the State of California's Division of the State Architect ("the DSA") on May 30, 2012 and were assigned the corresponding application number DSA #02-112295

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the District and Contractor agree as follows:

1. Amend the "Contingency Fund" in Section 4 A (1) of the Construction Services Agreement from 10% to 5%.
2. Additional Scope of Work: Construction of the Project known as Monticello School Modernization as described in the Plans and Specification by PJHM Architects that were approved by the DSA on May 30, 2012, DSA Application #02-112295.
3. Time of Completion for Monticello School Modernization Project:
    a. The Contractor agrees that all Work of the Project will be substantially complete by December 1, 2012.
4. The following milestones have been established for the Monticello School Modernization Project to insure that the Work will not adversely disrupt school activities:
    a. All toilet rooms that do not require new toilet partitions will be completed no later than August 13, 2012.
    b. All toilet rooms that required new toilet partitions, except for the student toilet rooms at the Horse Shoe Building, will be completed on or before September 21, 2012.

c. Work at the student toilet rooms at the Horse Shoe Building will not begin until all other student toilet rooms have been completed and put back into full service.

5. The Final Guaranteed Maximum Price ("Final GMP") shall be increased to $3,187,239.00.
6. All other provisions of the Construction Services Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Construction Services Agreement, in duplicative, as of the day and year first above written.

CONTRACTOR:

RGM AND ASSOCIATES

BY:_____

ITS: Vice President

THE DISTRICT:

JEFFERSON ELEMENTARY SCHOOL DISTRICT

BY:_____

ITS: Superintendent

Jefferson School District

LLB Projects for Hawkins, Monticello and Traina
Estimated Guaranteed Maximum Price (GMP)

		2/16/2012		4/16/2012	
School Site	**Project**	**Estimated GMP**	**Comment**	**Estimated GMP**	**Comment**
Tom Hawkins School	Playfield, running path	$ 732,943	RGM estimate, no GC's	$ 705,767	From sub bids
	Shade Structures and site work	$ 177,444	RGM estimate, no GC's		
	Modernization	$ 456,365	RGM estimate, no GC's	$ 463,240	From sub bids
Monticello School	Playfield, running path	$ 348,389	RGM estimate, no GC's	$ 504,818	From sub bids
	Shade Structures and site work	$ 128,411	RGM estimate, no GC's		
	~~Modernization~~	$ -	Deleted from scope		Not bid
Anthony Traina School	Playfield, running path	$ 439,689	RGM estimate, no GC's	$ 612,146	From sub bids
	Shade Structures and site work	$ 164,090	RGM estimate, no GC's		
Subtotal		$ 2,447,331		$ 2,285,971	
General Conditions		$ 120,980	4.9%	Included Above	Total $157,642
Total Estimated GMP		**$ 2,568,311**		**$ 2,285,971**	

EXHIBIT "A"

PROJECT AUTHORIZATION

004 - Pre-construction Services for 2012 Modernization & Playfield Improvements Project

This Project Authorization, hereinafter referred to as the "Project Authorization," is made and entered into this 12th day of March in the year 2012 by and between the JEFFERSON ELEMENTARY SCHOOL DISTRICT , hereinafter referred to as the "District," and RGM AND ASSOCIATES, hereinafter referred to as the "Construction Manager," pursuant to the Master Agreement for Construction Management Services by and between the District and the Construction Manager dated July 1, 2011 ("Master Agreement").

Each and every provision, covenant and condition of this Project Authorization is material, and any failure to comply with any provision, covenant and condition herein shall comprise a material breach of the Master Agreement and this Project Authorization. All provisions of this Project Authorization are subordinate to those of the Master Agreement. All capitalized terms herein are as defined in the Master Agreement. In the event of any conflict or inconsistency in the terms of this Project Authorization and the Master Agreement, the terms of the Master Agreement, express and implied, shall supersede and govern the terms of this Project Authorization, including all attachments hereto, unless:

- The terms of the Master Agreement expressly state otherwise, or;
- The District and the Construction Manager's authorized representatives with actual authority to do so expressly state in writing (attached hereto) executed by both the District and the Construction Manager that one or more express specific provision(s) of this Project Authorization are to supersede and govern express specific corresponding provision(s) of the Master Agreement.

By this Project Authorization, the District and Construction Manager mutually agree that they shall undertake all respective obligations set forth in the Master Agreement for and in relation to the Project entitled:

Pre-construction services for the following projects:

1. Tom Hawkins Shade Structure Project
2. Anthony Traina Shade Structure Project
3. Monticello Shade Structure Project
4. Tom Hawkins Running Path and Playfield Project
5. Anthony Traina Running Path and Playfield Project
6. Monticello Running Path and Playfield Project
7. Tom Hawkins Modernization Project
8. Monticello Modernization Project (estimate and constructability review only)

The total Construction Manager's Fee for the Project is: $77,730.

Reimbursable expenses for the Project shall not exceed: $7,500.

Attached hereto as Exhibit "A" is the Schedule for the performance of the Construction Manager's Services on the Project, as approved by the District, including milestone dates for completion of each Phase of Services.

Attached hereto as Exhibit "B" is a detailed Site map, describing the area in which any construction related to the Project is anticipated to occur. The street address, if any, at which the Sites are located, are:

Tom Hawkins School
457 Darlene Lane
Tracy, CA 95377

Anthony Traina School
4256 Windsong Drive
Tracy, CA 95377

Monticello School
1001 Cambridge Place
Tracy, CA 95377

Attached hereto as Exhibit "C" is the List of Personnel Authorized to Come on to the Site, which is inclusive of all personnel of the Construction Manager and its consultants authorized to come onto the Site. No other personnel are so authorized and the personnel listed in Exhibit "C" are authorized to access the Site, exclusively, and not other school campus grounds within the District.

Attached hereto as Exhibit "D" is the Construction Manager's Fees Schedule to be in force and effect throughout the performance of Services under this Project Authorization.

The Project is described as follows:

The scope of the Project shall comprise all Basic Services as set forth in the Master Agreement as well as the following Services, except for those exclusions specifically and expressly set forth herein:

Draft and Refine Construction and Phasing Schedules
Estimates
Constructability Reviews
Value Engineering Analysis and Recommendations
Develop Responsibility Matrix, Trade Scopes and Special Conditions
Procurement Phase
Development of Preliminary and Final GMP and Schedule of Values
Design Review, Board, Community & Staff Review Meetings

Exclusions from the scope of the Project are specified as follows:

Monticello Modernization only:

Draft and Refine Construction and Phasing Schedule
Value Engineering Analysis and Recommendations
Develop Responsibility Matrix, Trade Scopes and Special Conditions
Procurement Phase
Development of Preliminary and Final GMP and Schedule of Values
Design Review, Board, Community & Staff Review Meetings

The parties, through their authorized representatives, have executed this Project Authorization for the Project entitled:

Pre-construction Services for 2012 Modernization & Playfield Improvements Project

JEFFERSON ELEMENTARY SCHOOL DISTRICT

By: _____

Dana Eaton
(PRINT NAME)

Its Superintendent

RGM AND ASSOCIATES

By: _____

RALPH CAPUTO
(PRINT NAME)

Its PRESIDENT

EXHIBIT A

Performance Schedule

1. Plans and specifications to RGM: January 6, 2012
2. Constructability review by RGM: January 9 to 18, 2012
3. Design team plan revisions in place by January 30, 2012
4. Prepare bid packages and front end documents: January 30 to February 9, 2012
5. Place advertisement: March 2 and 9, 2012
6. Addendum #1 from Architect: March 9, 2012
7. Pre-bid conference at District office: March 13, 2012 at 10:00 am
8. Bid opening at District office: March 22, 2012 at 2:00 pm
9. Bid review, development of GMP: March 23 to 29, 2012
10. Present GMP to Board: April 3, 2012

EXHIBIT B

Site Maps for Tom Hawkins School, Anthony Traina School and Monticello School attached.

TOM HAWKINS SCHOOL

JEFFERSON SCHOOL DISTRICT - EXISTING SITE

MARCH 31, 2011

LEGEND

0 60' 120'

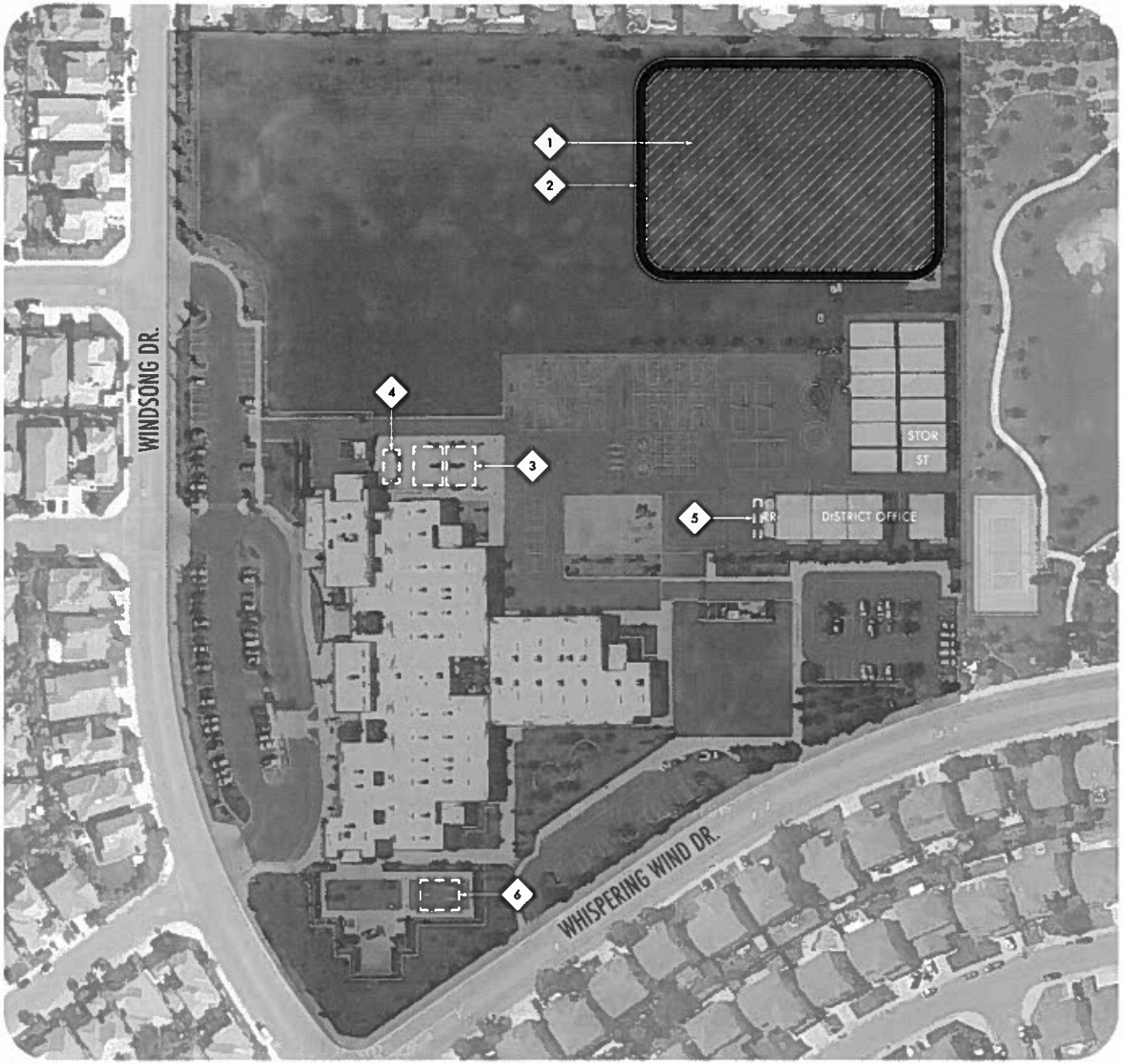
NOTES:

1. RE-GRADE EXISTING PLAYFIELD, RECONFIGURE UNDERGROUND STORM LINES AS REQUIRED, AND INSTALL NEW IRRIGATION AND SEED TURF.
2. INSTALL NEW DECOMPOSED GRANITE RUNNING PATH 10 FEET WIDE x APPROX. 1/4 MILE LONG.
3. INSTALL TWO 30'x40' SHADE STRUCTURES ON EXISTING A.C. PAVED AREA.
4. RE-GRADE SLOPED AREA AND INSTALL APPROX. 1500 SQ.FT. OF A.C. PAVED AREA.
5. PATCH TURF, IRRIGATION, AND INSTALL ONE 30'x40' SHADE STRUCTURE.
6. INSTALL ELECTRONICALLY CONTROLLED FABRIC GYMNASIUM DIVIDER.
7. REPLACE ACCESSIBLE SAFETY FALL SURFACE AT EXISTING PLAY EQUIPMENT.
8. REMOVE EXISTING SAND PLAY BOX FROM AREA AND PATCH EXISTING GROUND SURFACE.
9. REPLACE EXISTING PLAY EQUIPMENT AND ACCESSIBLE FALL SURFACE AT PLAY AREA.
10. INCREASE WIDTH OF EXISTING CONCRETE SIDEWALKS BY 5' FOR THE ENTIRE LENGTH OF NORTH AND SOUTH WINGS, ADJUST IRRIGATION AS REQUIRED AND INSTALL STORM DRAINAGE ALONG EACH OF THESE WIDENED SIDEWALKS.
11. REMOVE GRASS MOUNDING AND REPLACE WITH NEW CONCRETE PAVING.
12. REMOVE LANDSCAPING AND REPLACE WITH NEW CONCRETE PAVING, TREE WELLS, AND BENCHES.

LIMIT OF RE-GRADE WORK

SITE PLAN

pjhm architects



ANTHONY TRAINA SCHOOL

JEFFERSON SCHOOL DISTRICT - EXISTING SITE

MARCH 31, 2011

LEGEND

0 50' 100'

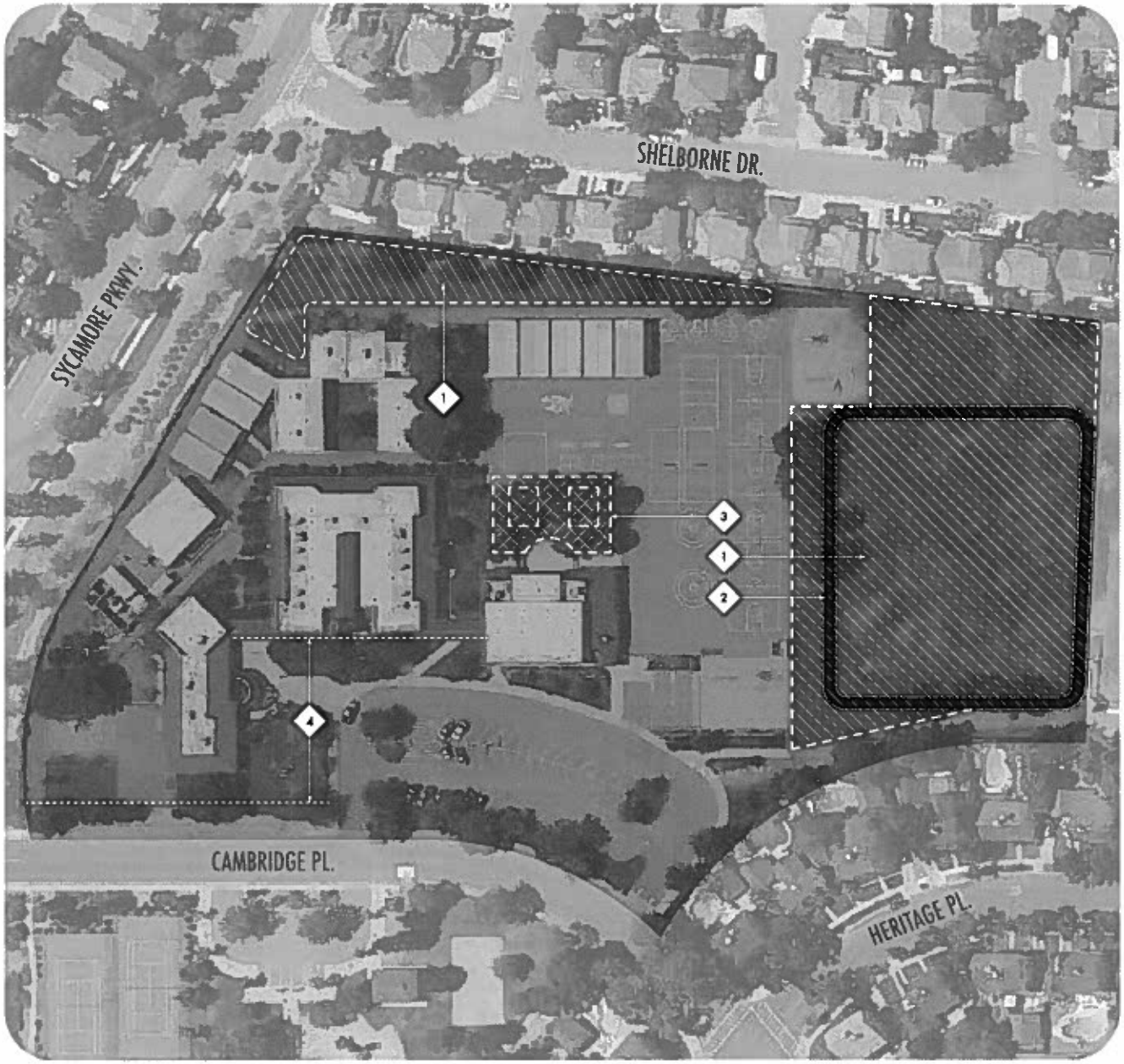
NOTES:

1. RE-GRADE PARTIAL EXISTING PLAYFIELD, RECONFIGURE UNDERGROUND STORM LINES AS REQUIRED, AND INSTALL NEW IRRIGATION AND SEED TURF.
2. INSTALL NEW DECOMPOSED GRANITE RUNNING PATH 10 FEET WIDE x APPROX. 1/4 MILE LONG.
3. INSTALL TWO 30'x40' SHADE STRUCTURES ON EXISTING CONCRETE PAVED AREA.
4. INSTALL ONE 10'x30' SHADE STRUCTURE ON EXISTING CONCRETE PAVED AREA.
5. INSTALL ONE 10'x40' SHADE STRUCTURE ON EXISTING A.C. PAVED AREA.
6. INSTALL ONE 30'x40' SHADE STRUCTURE ON EXISTING A.C. PAVED AREA.

LIMIT OF RE-GRADE WORK

SITE PLAN

pjhm architects



MONTICELLO ELEMENTARY SCHOOL
JEFFERSON SCHOOL DISTRICT - EXISTING SITE

MARCH 31, 2011

LEGEND

0 40' 80'

NOTES:

1. RE-GRADE EXISTING PLAYFIELD, RECONFIGURED UNDERGROUND STORM LINES AS REQUIRED, AND INSTALL NEW IRRIGATION AND SEED TURF.
2. INSTALL NEW DECOMPOSED GRANITE RUNNING PATH 10 FEET WIDE x APPROX. 1/4 MILE LONG.
3. REMOVE EXISTING TREES AND FLATWORK AND INSTALL NEW CONCRETE PAVING AND TWO 30'x40' SHADE STRUCTURES.
4. EXTEND EXISTING WROUGHT IRON FENCE ALONG FRONT OF SCHOOL.

UNIT OF RE-GRADE WORK

SITE PLAN

pjhm architects

EXHIBIT C

List of Personnel Authorized to Come on to the Site:

1. Ralph Caputo
2. Anthony Continente
3. Jon Novero
4. John Hansen
5. Judy Novero

EXHIBIT D

TOM HAWKINS PLAYFIELD, RUNNING PATH, SITE SHADE STRUCTURES AND MODERNIZATION PROJECT

Estimated Preliminary Services Fees

Description	Hours							Rate	Amount	Total
Draft and Refine Construction and Phasing Schedules										
Prepare and Update Construction Schedule	1	Lump Sum	@	8 hrs	=	8 hrs	Proj. Mgr.	$ 120	$ 960	
									$ 960	**$ 960.00**
Estimates										
Estimate (Playfield, Running Path and Shade Structures)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
Estimate (Modernization)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
									$ 6,600	**$ 6,600.00**
Constructibility Review and Site Condition Verification										
Perform Constructibility & Coordination Review (Playfields)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
Perform Constructibility & Coordination Review (Mod)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
Review Report with District & Architect/Engineering Team	1	Lump Sum	@	4 hrs	=	4 hrs	Sr. Proj. Mgr.	$ 125	$ 500	
Backcheck, Final Coordination	1	Lump Sum	@	4 hrs	=	4 hrs	Proj. Mgr.	$ 120	$ 480	
									$ 7,580	**$ 7,580.00**
Value Engineering Analysis and Recommendations										
Conduct Value Engineering Analysis	1	Lump Sum	@	12 hrs	=	12 hrs	Proj. Mgr	$ 120	$ 1,440	
									$ 1,440	**$ 1,440.00**
Develop Responsibility Matrix, Trade Scopes and Special Conditions										
Prepare Documents to better define trade scope and requirements	1	Lump Sum	@	12 hrs	=	12 hrs	Proj. Mgr.	$ 120	$ 1,440	
									$ 1,440	**$ 1,440.00**
Procurement Phase										
Pre-qualify subcontractors and market project	1	Lump Sum	@	16 hrs	=	16 hrs	Sr. Proj. Mgr.	$ 125	$ 2,000	
Pre-qualify subcontractors and market project	1	Lump Sum	@	16 hrs	=	16 hrs	Proj. Mgr	$ 120	$ 1,920	
									$ 3,920	**$ 3,920.00**
Development of Prelim and Final GMP and Schedule of Values										
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	20 hrs	=	20 hrs	Sr. Proj. Mgr.	$ 125	$ 2,500	
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	20 hrs	=	20 hrs	Proj. Mgr	$ 120	$ 2,400	
Administrative Support	1	Lump Sum	@	12 hrs	=	12 hrs	Admin.	$ 65	$ 780	
									$ 5,680	**$ 5,680.00**
Design Review, Board, Community & Staff Meetings										
Meetings	2	Meetings	@	4 hrs	=	8 hrs	Sr. Proj. Mgr.	$ 125	$ 1,000	
Meetings	2	Meetings	@	4 hrs	=	8 hrs	Proj. Mgr	$ 120	$ 960	
									$ 1,960	**$ 1,960.00**
Subtotal										**$ 29,580.00**
Reimburseables Allowance:										**$ 2,500.00**
Total Estimated Fees										**$ 32,080.00**

EXHIBIT D

MONTICELLO PLAYFIELD, RUNNING PATH, SITE SHADE STRUCTURES AND MODERNIZATION PROJECT

Estimated Preliminary Services Fees

Description	Hours							Rate	Amount	Total
Draft and Refine Construction and Phasing Schedules										
Prepare and Update Construction Schedule	1	Lump Sum	@	8 hrs	=	8 hrs	Proj. Mgr.	$ 120	$ 960	
									$ 960	$ 960.00
Estimates										
Estimate (Playfield, Running Path and Shade Structures)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
Estimate (Modernization)	1	Lump Sum	@	40 hrs	=	40 hrs	Various	$ 110	$ 4,400	
									$ 7,700	$ 7,700.00
Constructibility Review and Site Condition Verification										
Perform Constructibility & Coordination Review (Playfields)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
Perform Constructibility & Coordination Review (Mod)	1	Lump Sum	@	40 hrs	=	40 hrs	Various	$ 110	$ 4,400	
Review Report with District & Architect/Engineering Team	1	Lump Sum	@	4 hrs	=	4 hrs	Sr. Proj. Mgr.	$ 125	$ 500	
Backcheck, Final Coordination	1	Lump Sum	@	4 hrs	=	4 hrs	Proj. Mgr.	$ 120	$ 480	
									$ 8,680	$ 8,680.00
Value Engineering Analysis and Recommendations										
Conduct Value Engineering Analysis	1	Lump Sum	@	12 hrs	=	12 hrs	Proj. Mgr	$ 120	$ 1,440	
									$ 1,440	$ 1,440.00
Develop Responsibility Matrix, Trade Scopes and Special Conditions										
Prepare Documents to better define trade scope and requirements	1	Lump Sum	@	12 hrs	=	12 hrs	Proj. Mgr.	$ 120	$ 1,440	
									$ 1,440	$ 1,440.00
Procurement Phase										
Pre-qualify subcontractors and market project	1	Lump Sum	@	16 hrs	=	16 hrs	Sr. Proj. Mgr.	$ 125	$ 2,000	
Pre-qualify subcontractors and market project	1	Lump Sum	@	16 hrs	=	16 hrs	Proj. Mgr	$ 120	$ 1,920	
									$ 3,920	$ 3,920.00
Development of Prelim and Final GMP and Schedule of Values										
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	20 hrs	=	20 hrs	Sr. Proj. Mgr.	$ 125	$ 2,500	
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	20 hrs	=	20 hrs	Proj. Mgr	$ 120	$ 2,400	
Administrative Support	1	Lump Sum	@	12 hrs	=	12 hrs	Admin.	$ 65	$ 780	
									$ 5,680	$ 5,680.00
Design Review, Board, Community & Staff Meetings										
Meetings	2	Meetings	@	4 hrs	=	8 hrs	Sr. Proj. Mgr.	$ 125	$ 1,000	
Meetings	2	Meetings	@	4 hrs	=	8 hrs	Proj. Mgr	$ 120	$ 960	
									$ 1,960	$ 1,960.00
Subtotal										$ 31,780.00
Reimburseables Allowance:										$ 2,500.00
Total Estimated Fees										$ 34,280.00

EXHIBIT D

TRAINA PLAYFIELD, RUNNING PATH AND SITE SHADE STRUCTURES PROJECT

Estimated Preliminary Services Fees

Description	Hours							Rate	Amount	Total
Draft and Refine Construction and Phasing Schedules										
Prepare and Update Construction Schedule	1	Lump Sum	@	8 hrs	=	8 hrs	Proj. Mgr.	$ 120	$ 960	
									$ 960	$ 960.00
Estimates										
Estimate (Playfield, Running Path and Shade Structures)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
									$ 3,300	$ 3,300.00
Constructibility Review and Site Condition Verification										
Perform Constructibility & Coordination Review (Playfields)	1	Lump Sum	@	30 hrs	=	30 hrs	Various	$ 110	$ 3,300	
Review Report with District & Architect/Engineering Team	1	Lump Sum	@	4 hrs	=	4 hrs	Sr. Proj. Mgr.	$ 125	$ 500	
Backcheck, Final Coordination	1	Lump Sum	@	4 hrs	=	4 hrs	Proj. Mgr.	$ 120	$ 480	
									$ 4,280	$ 4,280.00
Value Engineering Analysis and Recommendations										
Conduct Value Engineering Analysis	1	Lump Sum	@	8 hrs	=	8 hrs	Proj. Mgr	$ 120	$ 960	
									$ 960	$ 960.00
Develop Responsibility Matrix, Trade Scopes and Special Conditions										
Prepare Documents to better define trade scope and requirements	1	Lump Sum	@	8 hrs	=	8 hrs	Proj. Mgr.	$ 120	$ 960	
									$ 960	$ 960.00
Procurement Phase										
Pre-qualify subcontractors and market project	1	Lump Sum	@	8 hrs	=	8 hrs	Sr. Proj. Mgr.	$ 125	$ 1,000	
Pre-qualify subcontractors and market project	1	Lump Sum	@	8 hrs	=	8 hrs	Proj. Mgr	$ 120	$ 960	
									$ 1,960	$ 1,960.00
Development of Prelim and Final GMP and Schedule of Values										
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	10 hrs	=	10 hrs	Sr. Proj. Mgr.	$ 125	$ 1,250	
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	10 hrs	=	10 hrs	Proj. Mgr	$ 120	$ 1,200	
Administrative Support	1	Lump Sum	@	8 hrs	=	8 hrs	Admin.	$ 65	$ 520	
									$ 2,970	$ 2,970.00
Design Review, Board, Community & Staff Meetings										
Meetings	1	Meetings	@	4 hrs	=	4 hrs	Sr. Proj. Mgr.	$ 125	$ 500	
Meetings	1	Meetings	@	4 hrs	=	4 hrs	Proj. Mgr	$ 120	$ 480	
									$ 980	$ 980.00
Subtotal										$ 16,370.00
Reimburseables Allowance:										$ 2,500.00
Total Estimated Fees										$ 18,870.00

EXHIBIT "A"

PROJECT AUTHORIZATION

005 - Pre-construction Services for 2012 Monticello Modernization Project

This Project Authorization, hereinafter referred to as the "Project Authorization," is made and entered into this 12th day of June in the year 2012 by and between the JEFFERSON ELEMENTARY SCHOOL DISTRICT , hereinafter referred to as the "District," and RGM AND ASSOCIATES, hereinafter referred to as the "Construction Manager," pursuant to the Master Agreement for Construction Management Services by and between the District and the Construction Manager dated July 1, 2011 ("Master Agreement").

Each and every provision, covenant and condition of this Project Authorization is material, and any failure to comply with any provision, covenant and condition herein shall comprise a material breach of the Master Agreement and this Project Authorization. All provisions of this Project Authorization are subordinate to those of the Master Agreement. All capitalized terms herein are as defined in the Master Agreement. In the event of any conflict or inconsistency in the terms of this Project Authorization and the Master Agreement, the terms of the Master Agreement, express and implied, shall supersede and govern the terms of this Project Authorization, including all attachments hereto, unless:

- The terms of the Master Agreement expressly state otherwise, or;
- The District and the Construction Manager's authorized representatives with actual authority to do so expressly state in writing (attached hereto) executed by both the District and the Construction Manager that one or more express specific provision(s) of this Project Authorization are to supersede and govern express specific corresponding provision(s) of the Master Agreement.

By this Project Authorization, the District and Construction Manager mutually agree that they shall undertake all respective obligations set forth in the Master Agreement for and in relation to the Project entitled:

Pre-construction services for the following projects:

1. Monticello Modernization Project (Procurement, Development of GMP)

The total Construction Manager's Fee for the Project is: $10,860.

Reimbursable expenses for the Project shall not exceed: $0.

Attached hereto as Exhibit "A" is the Schedule for the performance of the Construction Manager's Services on the Project, as approved by the District, including milestone dates for completion of each Phase of Services.

Attached hereto as Exhibit "B" is a detailed Site map, describing the area in which any construction related to the Project is anticipated to occur. The street address, if any, at which the Sites are located, are:

Monticello School
1001 Cambridge Place
Tracy, CA 95377

Attached hereto as Exhibit "C" is the List of Personnel Authorized to Come on to the Site, which is inclusive of all personnel of the Construction Manager and its consultants authorized to come onto the Site. No other personnel are so authorized and the personnel listed in Exhibit "C" are authorized to access the Site, exclusively, and not other school campus grounds within the District.

Attached hereto as Exhibit "D" is the Construction Manager's Fees Schedule to be in force and effect throughout the performance of Services under this Project Authorization.

The Project is described as follows:

The scope of the Project shall comprise all Basic Services as set forth in the Master Agreement as well as the following Services, except for those exclusions specifically and expressly set forth herein:

Draft and Refine Construction and Phasing Schedule
Value Engineering Analysis and Recommendations
Develop Responsibility Matrix, Trade Scopes and Special Conditions
Procurement Phase
Development of Preliminary and Final GMP and Schedule of Values
Design Review, Board, Community & Staff Review Meetings

The parties, through their authorized representatives, have executed this Project Authorization for the Project entitled:

Pre-construction Services for 2012 Monticello Modernization Project

JEFFERSON ELEMENTARY SCHOOL DISTRICT

By: _____

Dana Eaton
(PRINT NAME)

Its Superintendent

RGM AND ASSOCIATES

By: _____

Anthony Continente
(PRINT NAME)

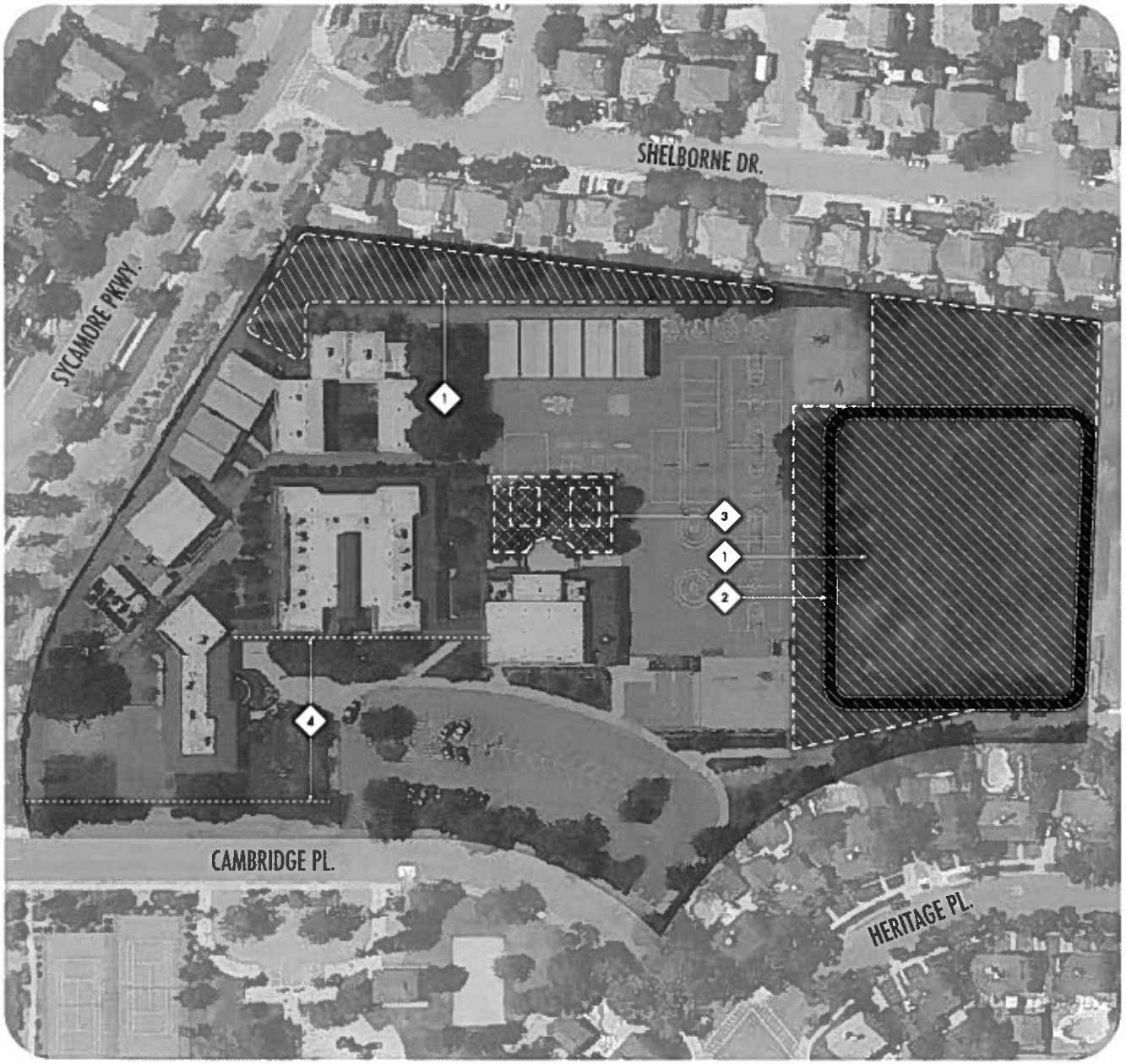
Its Vice President

EXHIBIT A

Performance Schedule – Monticello Modernization

1. Plans and specifications to RGM: May 2, 2012
2. Constructability review by RGM: February 22, 2012 and February 28, 2012
3. Prepare bid packages and front end documents: April 16, 2012 and June 1, 2012
4. Place advertisement: May 2, 2012
5. Addendum #1 from Architect: May 17, 2012
6. Pre-bid conference at District office: May 10, 2012 @ 3:00pm
7. Bid opening at District office: May 22, 2012 @ 2:00pm
8. Bid review, development of GMP: May 23, 2012 to June 11, 2012 (*)
9. Present GMP to Board: June 12, 2012

(*) Note: Time due to 4" waste line investigation for potential credit



MONTICELLO ELEMENTARY SCHOOL

JEFFERSON SCHOOL DISTRICT - EXISTING SITE

MARCH 31, 2011

LEGEND

0 40' 80'

NOTES:

1. RE-GRADE EXISTING PLAYFIELD, RECONFIGURED UNDERGROUND STORM LINES AS REQUIRED, AND INSTALL NEW IRRIGATION AND SEED TURF.
2. INSTALL NEW DECOMPOSED GRANITE RUNNING PATH 10 FEET WIDE x APPROX. 1/4 MILE LONG.
3. REMOVE EXISTING TREES AND FLATWORK AND INSTALL NEW CONCRETE PAVING AND TWO 30'x40' SHADE STRUCTURES.
4. EXTEND EXISTING WROUGHT IRON FENCE ALONG FRONT OF SCHOOL.

LIMIT OF RE-GRADE WORK

SITE PLAN

pjhm architects

EXHIBIT C

List of Personnel Authorized to Come on to the Site:

1. Ralph Caputo
2. Anthony Continente
3. Jon Novero
4. John Hansen
5. Judy Novero

EXHIBIT D - MODERNIZATION PROJECT - Services Fees

Description	Hours							Rate	Amount	Total
Draft and Refine Construction and Phasing Schedules										
Prepare and Update Construction Schedule	1	Lump Sum	@	hrs	=	hrs	Proj. Mgr.	$ 120	$ -	
									$ -	$ -
Estimates										
Estimate (Playfield, Running Path and Shade Structures)	1	Lump Sum	@	hrs	=	hrs	Various	$ 110	$ -	
Estimate (Modernization)	1	Lump Sum	@	hrs	=	hrs	Various	$ 110	$ -	
									$ -	$ -
Constructibility Review and Site Condition Verification										
Perform Constructibility & Coordination Review (Playfields)	1	Lump Sum	@	hrs	=	hrs	Various	$ 110	$ -	
Perform Constructibility & Coordination Review (Mod)	1	Lump Sum	@	hrs	=	hrs	Various	$ 110	$ -	
Review Report with District & Architect/Engineering Team	1	Lump Sum	@	hrs	=	hrs	Sr. Proj. Mgr.	$ 125	$ -	
Backcheck, Final Coordination	1	Lump Sum	@	hrs	=	hrs	Proj. Mgr.	$ 120	$ -	
									$ -	$ -
Value Engineering Analysis and Recommendations										
Conduct Value Engineering Analysis	1	Lump Sum	@	hrs	=	hrs	Proj. Mgr	$ 120	$ -	
									$ -	$ -
Develop Responsibility Matrix, Trade Scopes and Special Conditions										
Prepare Documents to better define trade scope and requirements	1	Lump Sum	@	12 hrs	=	12 hrs	Proj. Mgr.	$ 120	$ 1,440	
									$ 1,440	$ 1,440.00
Procurement Phase										
Pre-qualify subcontractors and market project	1	Lump Sum	@	hrs	=	hrs	Sr. Proj. Mgr.	$ 125	$ -	
Pre-qualify subcontractors and market project	1	Lump Sum	@	32 hrs	=	32 hrs	Proj. Mgr	$ 120	$ 3,840	
									$ 3,840	$ 3,840.00
Development of Prelim and Final GMP and Schedule of Values										
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	hrs	=	hrs	Sr. Proj. Mgr.	$ 125	$ -	
Prepare Prelim and Final GMP Proposals	1	Lump Sum	@	40 hrs	=	40 hrs	Proj. Mgr	$ 120	$ 4,800	
Administrative Support	1	Lump Sum	@	12 hrs	=	12 hrs	Admin.	$ 65	$ 780	
									$ 5,580	$ 5,580.00
Design Review, Board, Community & Staff Meetings										
Meetings	2	Meetings	@	hrs	=	hrs	Sr. Proj. Mgr.	$ 125	$ -	
Meetings	2	Meetings	@	hrs	=	hrs	Proj. Mgr	$ 120	$ -	
									$ -	$ -
Subtotal										$ 10,860.00
Reimburseables Allowance:										$ -
Total Fees										$ 10,860.00