

SERVICES AGREEMENT FOR:  
THE MOUNTAIN VIEW – LOS ALTOS UNION HIGH SCHOOL DISTRICT

**PROJECT: MVHS BB BLEACHERS & SOFTBALL FENCING CM - CONTRACT P24-003**

THIS AGREEMENT is made effective as of the 1<sup>st</sup> Day of November 2023 (the "Effective Date"), by and between RGM KRAMER INC., A CALIFORNIA CORPORATION (hereinafter "RGMK") and the MOUNTAIN VIEW – LOS ALTOS UNION HIGH SCHOOL DISTRICT (hereinafter "DISTRICT").

**RECITALS**

WHEREAS, DISTRICT desires to retain the services of RGMK for the benefit of the DISTRICT and to assist in the operation of the business of DISTRICT. In consideration of the mutual promises and covenants made herein, DISTRICT and RGMK agree as follows:

**ARTICLE 1.  
TERM OF AGREEMENT**

Section 1.01 This Agreement will become effective on November 1<sup>st</sup>, 2023 and, except as otherwise provided herein, will continue in effect until December 31<sup>st</sup>, 2024.

**ARTICLE 2.  
SERVICES TO BE PERFORMED BY RGMK**

Section 2.01 RGMK is hereby retained to perform professional services set forth in Exhibit A attached hereto and incorporated herein by reference as a consultant for DISTRICT. In that capacity, RGMK shall provide advice and counsel to the DISTRICT and perform the required duties on those or other matters as agreed to by RGMK and DISTRICT.

Section 2.02 RGMK will determine the method, details, and means of performing the above-described services, subject only to applicable laws and the rules and regulations of the DISTRICT. RGMK shall be free to utilize its own employees, consultants and associates as are necessary to accomplish the services to be performed herein.

Section 2.03 During the term of this Agreement, RGMK shall be free to engage in any other business or professional activities provided that none of it is done at the place of business of the DISTRICT and provided further that such activity does not interfere with the business of the DISTRICT.

**ARTICLE 3.  
COMPENSATION AND TERM**

Section 3.01 RGMK shall receive compensation for services rendered under this Agreement in accordance with the rates of services set forth in Exhibit B. Unless indicated

otherwise by Exhibit B, RGMK shall submit monthly invoices, itemized by person, billing rate, hours worked, and any reimbursable expenses incurred. The DISTRICT will pay invoices within thirty days of receipt.

Section 3.02 The services of RGMK are to commence upon execution of this Agreement by the DISTRICT. The DISTRICT Associate Superintendent or his designee may, by written instrument signed by the Parties, extend the duration of this Agreement for a period of thirty (30) days in the manner provided in Section 15.02, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in this section.

#### **ARTICLE 4. OBLIGATIONS OF RGMK and DISTRICT**

Section 4.01 Services performed by RGMK under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions.

Section 4.02 DISTRICT agrees to comply with all reasonable requests of RGMK necessary to the performance of RGMK 's duties under this Agreement.

Section 4.03 DISTRICT shall provide office space on its premises for use by RGMK while RGMK performs services that must be conducted on DISTRICT premises. DISTRICT will pay for general office expenses including an office telephone, facsimile transmission equipment, photocopying and printing. At the DISTRICT'S request, RGMK may provide any of these items subject to reimbursement by the DISTRICT.

Section 4.04 RGMK agrees that Rick Kramer shall maintain his role as Program Manager and Principal in Charge for the duration of this Agreement. RGMK shall not diminish his capacity in this role without prior written approval by DISTRICT.

Section 4.05 It is mutually agreed that all materials prepared by RGMK under this Agreement shall become the property of the DISTRICT, and RGMK shall have no property right therein whatsoever. Immediately upon termination, the DISTRICT shall be entitled to, and RGMK shall deliver to the DISTRICT, all data, drawings, specifications, reports, estimates, summaries, and other such materials as may have been prepared or accumulated to date by RGMK in performing this Agreement which is not RGMK's privileged information, as defined by law, or RGMK's personnel information, along with all other property belonging exclusively to the DISTRICT which is in RGMK's possession. Additionally, it is agreed that the parties intend this to be an agreement for services and each considers the products and results of the services to be rendered by RGMK hereunder (the "Work") to be a work made for hire.

Section 4.06 None of the services covered by this Agreement shall be subcontracted without the prior written consent of the DISTRICT, which will not be unreasonably withheld. RGMK shall be as fully responsible to the DISTRICT for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by RGMK.

**ARTICLE 5.  
LIMITED LIABILITY**

Section 5.01 RGMK shall indemnify, defend and hold harmless the DISTRICT, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including, without limitation, court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions, or willful misconduct incident to the performance of this Agreement on the part of RGMK, including its RGMKs, subconsultants and agents, except such loss or damage which was caused by the sole negligence, active negligence or willful misconduct of the DISTRICT. The provisions of this paragraph shall survive termination or suspension of this Agreement. The foregoing indemnity and duty to defend shall be applied on a comparative fault basis according to RGMK's percentage of responsibility or fault, and in accordance with the applicable law for the jurisdiction governing the performance of services for the project. DISTRICT shall also require its contractors and consultants to indemnify, hold harmless and defend RGMK from claims and liability arising from or relating to services or work furnished by such contractors or consultants.

**ARTICLE 6  
INSURANCE**

Section 6.01 RGMK shall maintain general liability insurance (occurrence form or its equivalent) naming DISTRICT as additional insured covering all operations by or on behalf of RGMK providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for 1) premises and operations; 2) contractual liability insuring the obligations assumed by RGMK in this Agreement; 3) broad form property damage; 4) personal injury liability.

Limits of liability shall not be less than:

\$1,000,000	each occurrence (combined single limit for bodily injury and property damage)
\$1,000,000	for personal injury liability
\$2,000,000	general aggregate
\$2,000,000	Umbrella Excess Liability each Occurrence/Aggregate

Section 6.02 RGMK shall maintain workers' compensation and employers' liability insurance as required by law.

Section 6.03 RGMK shall provide proof of automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

Section 6.04 RGMK shall carry professional liability insurance with limits of liability no less than \$1,000,000.

Section 6.05 RGMK shall provide the DISTRICT with copies of certificates for all policies obtained for this project, as well as copies of policies and additional insured endorsements.

Section 6.06 RGMK shall also provide the DISTRICT with thirty (30) days' notice prior to cancellation, non-renewal or endorsement reducing or restricting coverage, or reduction of coverage amounts of any of the insurance.

Section 6.07 Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers; or the RGMK shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 6.08 For any claims related to this project, RGMK's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the RGMK's insurance and shall not contribute with it.

Section 6.09 DISTRICT shall cause its contractors, and construction managers, and other consultants to name RGMK as an additional insured under any commercial general liability, auto liability, and excess umbrella insurance coverages maintained by such entities for the project. All such coverages shall be primary to any insurance coverages maintained by RGMK. Such coverages will be commercially reasonable with limits commensurate with the size and complexity of the project. All such policies shall contain waivers of subrogation for the benefit of RGMK.

## **ARTICLE 7 LICENSURE AND STANDARDS**

Section 7.01 RGMK shall, at all times during the term of this Agreement, maintain any and all professional licenses necessary to perform under the terms of this Agreement. RGMK shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. It shall be DISTRICT's responsibility to obtain all rights of way and easements to enable RGMK to perform its services hereunder. RGMK shall assist DISTRICT in providing the same.

## **ARTICLE 8. TERMINATION OF AGREEMENT**

Section 8.01 If RGMK fails to perform RGMK's duties to the satisfaction of the DISTRICT, or if RGMK fails to fulfill in a timely and professional manner RGMK's material obligations under this Agreement, or if RGMK violates any of the material terms or provisions of this Agreement, and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from RGMK, the DISTRICT shall have the right to terminate this Agreement effective immediately upon the DISTRICT giving written notice thereof to the RGMK. In the event of a termination pursuant to this subdivision, RGMK may invoice DISTRICT for all work performed until the date of termination, but DISTRICT shall have the right to withhold payment and deduct any amounts equal to the DISTRICT's costs because of RGMK's actions, errors, or omissions that caused the

DISTRICT to terminate RGMK.

Section 8.02 RGMK has the right to terminate this Agreement if the DISTRICT does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from RGMK. Such termination shall be effective after receipt of written notice from RGMK to the DISTRICT.

Section 8.03 The DISTRICT reserves the sole right to terminate this Agreement for its convenience upon fourteen (14) days written notice to RGMK. In such event, RGMK shall be paid for all services performed through the date of termination and for all reimbursable expenses incurred through the date of termination, including demobilization of temporary facilities, plus its prorated negotiated fee based on the percentage of work completed to the date of termination. In addition to the cost of services and fee earned, RGMK shall be entitled to a termination fee equal to the following percentage of the balance of the fee on the remaining awarded services RGMK would have performed but for the termination for convenience:

If termination for convenience notice is provided prior to the award of any construction contracts termination fee = three percent (3%) of remaining fee. If termination for convenience notice is provided after the award of any construction contracts, termination fee = 10% of remaining fee.

Section 8.04 Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

## **ARTICLE 9 STATUS AS INDEPENDENT CONTRACTOR**

Section 9.01 DISTRICT shall not provide any worker's compensation insurance benefits or unemployment insurance, nor withhold Federal or State income taxes on behalf of RGMK, its consultants or its employees. DISTRICT and RGMK acknowledge and agree that neither RGMK, its consultants nor its employees will be considered as employees of DISTRICT but are instead working for DISTRICT in their status as consultants or employees of RGMK, which is retained solely as an independent contractor. RGMK is responsible for payment of any Federal and State taxes and any other Federal and State requirements not otherwise specifically provided for in this Agreement. RGMK agrees to indemnify DISTRICT for any and all claims relating to such taxes and other requirements. RGMK shall have no power or authority by this Agreement to bind the DISTRICT in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status.

## **ARTICLE 10. ASSIGNMENT**

Section 10.01 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party to this Agreement without the prior written consent of the other party.

**ARTICLE 11.  
FINGERPRINTING**

Section 11.01 Pursuant to Education Code section 45125.2, DISTRICT has determined on the basis of scope of work in the Agreement of this Project, that RGMK and its subcontractors and employees will have only limited contact with pupils at most. RGMK shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

**ARTICLE 12.  
COVENANT AGAINST CONTINGENT FEES; INTEREST IN CONTRACT**

Section 12.01 RGMK warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for RGMK, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for RGMK, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DISTRICT shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Section 12.02 RGMK covenants that neither it, nor any of its employees, agents, contractors, nor subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. RGMK shall make all disclosures required by the DISTRICT's conflict of interest code in accordance with the category designated by the DISTRICT, unless the DISTRICT determines in writing that RGMK's duties are more limited in scope than is warranted by the category designated by the DISTRICT code and that a narrower disclosure category should apply. RGMK also agrees to make disclosure in compliance with the DISTRICT conflict of interest code if, at any time after the execution of this Agreement, DISTRICT determines and notifies RGMK in writing that RGMK's duties under this Agreement warrant greater disclosure by RGMK than was originally contemplated. RGMK shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the DISTRICT.

**ARTICLE 13.  
COST DISCLOSURE – DOCUMENTS AND WRITTEN REPORTS**

Section 13.01 RGMK shall be responsible for compliance with California Government Code section 7550, if the total cost to produce any document or written report associated with this Agreement is over five thousand dollars (\$5,000).

**ARTICLE 14.**  
**DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

Section 14.01 Pursuant to section 17076.11 of the Education Code, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBE's) of at least three (3) percent, per year, of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). Should this project use funds allocated under the Act, to the extent feasible and as required by law, RGMK shall provide to the DISTRICT certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBE's in conjunction with the Agreement, and documentation demonstrating RGMK's good faith efforts to meet these goals.

**ARTICLE 15.**  
**MISCELLANEOUS**

Section 15.01 Any and all notices or other communications required or permitted to be given under any provisions of this Agreement shall be in writing and shall be deemed to have been duly given (i) if personally delivered, when delivered, (ii) if mailed by first class registered mail, return receipt requested, addressed to the parties at the addresses set forth below, five (5) days after mailing:

If to the DISTRICT: Mountain View – Los Altos Union High School District  
Mike Mathiesen  
Associate Superintendent, Business Services  
1299 Bryant Avenue  
Mountain View, CA 94040

If to RGMK : RGM Kramer, Inc., a California Corporation  
Richard A. Kramer  
President  
3230 Monument Way  
Concord, CA 94518

Any party may by notice to the other party, given as aforementioned, change its address for notification purposes.

Section 15.02 This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by RGMK for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Section 15.03 If any provision in this Agreement is held by court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 15.04 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in separate action brought for that purpose, in addition to any other relief to which party may be entitled.

Section 15.05 This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 15.06 Failure of any party hereto at any time to require performance by any other party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as waiver of any continuing or succeeding breach of such provision, waiver of the provision itself, or waiver of any right under this Agreement.

Section 15.07 This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to an original and all of which counterparts of this Agreement, taken together, shall constitute but one and the same instrument.

Section 15.08 RGMK shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable Federal, State, County and Municipal laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

Section 15.09 RGMK shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

Section 15.10 RGMK shall maintain and make available for inspection by the DISTRICT and its auditor's accurate records of all of its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to RGMK.

Section 15.11 The parties shall make a good faith effort to settle any claim or dispute arising under this Agreement. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The parties shall select a disinterested third person mediator within a reasonable period of time, mutually agreed to by the parties. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect



to mediate but fail to select a mediator within a 15-day period, any party may petition the Superior Court of Santa Clara County to appoint the mediator.

Section 15.12 The DISTRICT and RGMK waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused this contract for Services to be duly executed as of the day and year written below.

**"DISTRICT"**

Mountain View – Los Altos Union  
High School District  
1299 Bryant Avenue  
Mountain View, CA 94040

Date: \_\_\_\_\_

By: MIKE MATHIESEN

Title: ASSOCIATE SUPERINTENDENT

Sign: \_\_\_\_\_

**"RGMK "**

RGM Kramer, Inc., a California Corporation  
3230 Monument Way  
Concord, CA 94518

Date: \_\_\_\_\_

By: RICHARD A. KRAMER

Title: PRESIDENT

Sign: \_\_\_\_\_

## EXHIBIT A – SERVICES TO BE PERFORMED

### Purpose and Intent

RGM Kramer, Inc. (hereinafter RGMK), as a qualified Program and Construction Manager, shall provide the services set forth herein (the Construction Management Services”) to assist DISTRICT staff in the management of the [MVHS BB Bleachers and Softball Fencing Project](#). The scope of services for this contract include those duties indicated in the PM / CM Column of the “Consultant Roles and Responsibilities” table below.

### Basic Services

RGMK covenants with the DISTRICT to further the interests of the DISTRICT by providing the services hereunder in cooperation with and reliance upon, the design and engineering services of the appropriate DISTRICT'S design consultants. All construction management services shall be performed in a competent and professional manner, in accordance with a reasonable standard of care and as agents in support of the District. RGMK will provide timely response to all questions and directions of DISTRICT management personnel provided that the request is within the scope of this Agreement.

### Agency

RGMK will perform the Construction Management Services described in this Agreement. Construction contracts will be awarded and held by the DISTRICT.

DISTRICT acknowledges and agrees that RGMK shall neither have control over nor be responsible for maintaining safe conditions or enforcing safety programs at any project site, and RGMK shall not have control over or be responsible for construction means, methods, techniques, sequences or procedures employed by any contractor involved with the Project. DISTRICT further acknowledges and agrees that, in connection with the work to be performed at any Project site, RGMK shall neither have control over nor be responsible for the acts or omissions of DISTRICT, its representatives, agents or employees, or the acts or omissions of DISTRICT’s architects, engineers, contractors, subcontractors, consultants and each of their respective representatives, agents or employees, (“DISTRICT Parties”) including without limitation, for those actions or omissions that result in personal injury, bodily injury, sickness, disease, or death or to damage to or destruction of tangible property including the loss of use resulting therefrom. RGMK shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed by the DISTRICT Parties.

Unless otherwise expressly required in this Agreement, RGMK shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

### Consultant Roles and Responsibilities

PROGRAM ACTIVITIES	Program Manager	Architect	PM / CM	Project Inspector
Assist CBO Develop Needs Assessment, Master Plans	Assist	Responsible		

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Assist CBO Develop Design and Materials Standards		Responsible		
Assist CBO Manage Program Staff	Responsible			
Develop and Manage Program Tasks and Milestones	Responsible			
Prepare Program Status Reports	Responsible	Assist	Assist	
Implement Program Management Controls	Responsible			
Develop Program Implementation Plan	Responsible			
Develop and Manage Program Schedule	Responsible			
Assist CBO Manage Program Budget and Cash Flows	Responsible			
Assist CBO Manage CEQA Compliance	Responsible			
Assist CBO Manage State Funding Coordination	Responsible	Assist		
Assist CBO Manage Labor Compliance Program	Responsible		Assist	
Assist CBO Review non-contractor Vendor Invoices	Responsible	Assist	Assist	Assist
Assist CBO DOJ Compliance Program	Responsible		Assist	
Assist CBO Public Relations with Board, Public, Site, COC	Responsible	Assist	Assist	
Assist CBO District Safety Program	Responsible		Assist	
Assist CBO Develop Bidding Process, UPCCAA	Responsible		Assist	

<b>DESIGN, AND PRE-CONSTRUCTION PHASE ACTIVITIES</b>	<b>Program Manager</b>	<b>Architect</b>	<b>PM / CM</b>	<b>Project Inspector</b>
Develop and Manage Overall Project Schedule			Responsible	
Develop and Manage Project Budget			Responsible	
Develop, Negotiate, Manage non-construction vendor contracts	Responsible		Assist	
Develop and Manage Design Schedule	Assist	Responsible		
Manage Design Programming Process	Assist	Responsible		
Prepare and Coordinate Construction Documents and Specifications		Responsible		
Manage Constructability Reviews	Assist w/ other District staff	Assist	Responsible	
Manage Value Engineering Process	Assist	Assist	Responsible	

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Construction Cost Estimates		Responsible	Assist (Collaborate with Architect)	
Obtain Design Approvals from District Staff and State Agencies	Assist	Responsible		
Initiate Public Utility Applications	Responsible		Assist	

<b>BIDDING PHASE ACTIVITIES</b>				
Manage Pre-qualification of Contractors	Responsible		Assist	
Prepare Bidding (Front End) Documents	Assist	Assist	Responsible	
Prepare Bid Advertisements	Responsible		Assist	
Prepare Bid Alternates and Unit Price Items	Assist	Responsible	Assist	
Printing and Assembly of Bid Documents		Assist	Responsible	
Develop Construction Schedule (Multiple Prime)			Responsible	
Prepare General Conditions Budget (Multiple Prime)			Responsible	
Develop Scope Statements and bid forms (Multiple Prime)		Assist	Responsible	
Conduct Pre-bid Conference	Responsible		Assist	
Manage Pre-bid Inquiries	Assist	Assist	Responsible	
Prepare Pre-Bid Addenda	Assist	Responsible	Assist	
Manage Bid Opening	Responsible		Assist	
Bid Evaluations	Responsible	Assist	Assist	
Prepare Contracts, Notices of Award, Notices to Proceed	Responsible		Assist	
Procure Project Inspector	Responsible	Assist		
Procure and Manage Abatement Consultant	Responsible			
Procure Testing Labs	Responsible		Assist	

<b>CONSTRUCTION PHASE ACTIVITIES</b>	<b>Program Manager</b>	<b>Architect</b>	<b>PM / CM</b>	<b>Project Inspector</b>
District, Public Communications / Relations	Responsible	Assist	Assist	Assist
Move Management	Responsible		Assist	
Manage Public Utilities on-site coordination		Assist	Responsible	

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Obtain and Manage Off-Site Permits			Responsible	
File Pre-construction DSA Documentation	Assist	Responsible	Responsible	Responsible
Manage single prime or multiple prime Trade Contracts			Responsible	
Conduct Pre-construction Conference			Responsible	
Review and Approve Schedule of Values		Assist	Responsible	Assist
Manage Construction Schedule and Progress			Responsible	
Manage General Conditions Budget (multiple prime)			Responsible	
Manage DOJ Compliance			Responsible	
Conduct Coordination Meetings. Prepare Minutes.		Assist	Responsible	Assist
Manage Submittals Process		Assist	Responsible	
Interpret Plans and Specifications	Assist	Responsible		
Manage RFI Process		Assist	Responsible	
Manage Substitution Requests		Responsible	Assist	
Construction Layout (multiple prime)			Responsible	
Construction Coordination (multiple prime)			Responsible	
Manage Change Order Process		Assist	Responsible	
Negotiate Change Orders			Responsible	
Assist CBO Approve Change Orders		Responsible (scope)	Responsible (cost)	
Ensure Construction Quality Control		Responsible	Assist	Responsible
Manage Trade Contractor Progress Payments		Assist	Responsible	Assist
Maintain As-Built Drawings (multiple prime)			Responsible	Assist
Safety Compliance (multiple prime)			Responsible	
Construction Progress Photos			Responsible	
Coordinate Technical Inspection and Testing			Assist	Responsible
Coordinate w/ DSA Field Inspectors				Responsible
Develop Punchlist		Responsible	Assist	Assist

Manage Punchlist Completion			Responsible	
Building Commissioning and Training			Responsible	
Turn over Operations and Maintenance Manuals			Responsible	
Construction Contract Closeout		Assist	Responsible	
File Notices of Completion	Responsible		Assist	
Manage Claims and Disputes	Responsible	Assist	Assist	
DSA Closeout		Responsible	Assist	

**The following items are excluded from this contract. They may be provided under another consultant contract, may be included in the General Conditions allowances or if desired and permitted by law, by future modification to this contract:**

- Responsibilities identified to be performed in the Program Manager, Architect, or Project Inspector columns of the “Consultant Roles and Responsibilities” table above.
- Moving Services and Move Management
- Legal Services
- Design and Engineering Services
- Performing Inspection and Testing Services
- Hazardous Materials Management
- Managing District personnel unless so directed
- Printing, Reproduction Services and Postage for Bidding and Contracts
- Services required due to significant documented changes or delays in the work
- Management of additional follow on contracts requested by the district.
- Negotiating claims and settlements
- Selection, layout, procurement or specification of movable furniture, furnishings or equipment not indicated in the construction contracts
- Preparing or serving as a witness in connection with claims or legal disputes
- Extended General Conditions required due to project delays beyond RGMK’s control.
- Any other services not otherwise listed or customarily furnished in accordance with generally accepted project or construction management.

**EXHIBIT B – COMPENSATION**

Compensation for this Agreement is based on a “Graduated Percentage Fee” basis. The Project shall be constructed under a multiple-prime delivery model. In addition to the fee(s) designated, the “General Conditions” (i.e. Field Supervision Costs) and insurance required to manage and coordinate the Trade Packages shall be reimbursed by the DISTRICT on a “Time and Materials” basis.

Graduated Percentage Fee (of Contracts Managed)

- 8% of first \$500K
- 7.5% of second \$500K
- 7% of next \$1000K
- 6% of next \$4000K
- 5% of next \$4000K
- 4% above \$10000K

The current budgeted cost of construction trade contracts to be managed for the [MVHS BB Bleachers & Softball Fencing](#) is \$470,000. Based on the Graduated Percentage Fee scale, the estimated fee for this project would be \$37,600. The final fees for services shall be adjusted based on the actual final construction costs of the contracts being managed. Fees will be invoiced as a percentage of progress completed on each phase. The breakdown of the fee per phase is as follows:

Pre-construction Services Fee	30.0% of total fee = \$ 11,280
Bidding Fee	5.0% of total fee = \$ 1,800
Construction Phase Fee	65.0% of total fee = \$ 24,440
Total Fee	\$ 37,600

General Conditions Allowance- To Be Determined as set forth below. Budget \$60,000 for a [three-months construction duration](#).

Initial contract amount: \$37,600 fee + \$60,000 GC allowance = \$97,600

*General Conditions (Multiple Prime Management and Supervision)*

Cost allowances for the General Conditions will be prepared by RGMK prior to construction using its best judgment in regard to the needs of the particular phase of construction. These allowances will be subject to the DISTRICT’S review and approval. The General Conditions shall include allowances for the following items:

- Mobilization and Demobilization of On-site Offices and Equipment
- Multi-prime Project Management and Field Supervision during the construction period.
- Printing and reproduction
- Temporary office space, utilities, barricades, fences
- Material handling equipment
- Trucks, safety equipment, small tools, fuel, temporary structures

- Additional Insurance as required by the District
- Final Clean-up and rubbish disposal
- Other allowances as the project needs may dictate

An accounting of the General Conditions will be available for review by the DISTRICT at any time during the construction period. A final reconciliation report of the actual costs of the General Conditions will be provided to the DISTRICT at the end of the construction period(s).

All actual costs for materials, supplies and equipment for the General Conditions allowances will be itemized and invoiced at RGMK'S cost. Project personnel and reimbursable services will be charged at RGMK'S current billing rates:

**RGM Kramer, Inc.**

**2023 BILLING RATE SCHEDULE**

<u>Hourly Consulting Rates</u> <u>(Program Management, Hourly CM Services &amp; Project Support Agreements)</u>		<u>General Conditions Rates</u> <u>(on multiple-prime CM projects)</u>	
Principals	\$ 224.00	Principals	N/A
Project Executives	213.00	Project Executives	N/A
Sr. Program Managers	213.00	Sr. Program Managers	N/A
Program Manager	202.00	Program Manager	N/A
Deputy Program Managers	186.00	Deputy Program Managers	N/A
Sr. Project Managers	202.00	Sr. Project Managers	\$ 172.00
Project Managers 1	186.00	Project Managers 1	155.00
Project Managers 2	169.00	Project Managers 2	145.00
Contracts Managers	153.00	Contracts Managers	141.00
Asst. Project Managers	147.00	Asst. Project Managers	121.00
Sr. Estimators / Sr. Plan Reviewers / Sr. Schedulers	191.00	Sr. Estimator / Sr. Plan Reviewer / Sr. Scheduler	171.00
Estimators / Plan Reviewers / Schedulers	181.00	Estimator / Plan Reviewer / Scheduler	162.00
Move Managers	131.00	Move Manager	131.00
Project Engineers 1	142.00	Project Engineer 1	117.00
Project Engineers 2	114.00	Project Engineer 2	97.00
Project Coordinators	114.00	Project Coordinators	97.00
Project Assistants	101.00	Project Assistants / Coordinators	75.00
Administrative Assistants	84.00	Administrative Assistants	75.00
Clerical / Interns	67.00	Clerical / Interns	60.00
Sr. Construction Manager / Sr. Construction Superintendent	191.00	Sr. Construction Manager / Sr. Construction Superintendent	172.00



Construction Manager / Construction Superintendent	173.00	Construction Manager / Construction Superintendent	155.00
Asst. Construction Manager / Asst. Construction Superintendent / Foreman	134.00	Asst. Construction Manager / Asst. Construction Superintendent / Foreman	109.00
Labor Compliance Manager	147.00	Labor Compliance Manager	147.00
Site Monitors	126.00	Site Monitors	126.00
Labor Rate Analysts	92.00	Labor Rate Analysts	92.00
Labor Outside Consultants / Services / Temporary Facilities / Supplies	Invoice + 15%	Outside Consultants / Services / Temporary Facilities / Supplies	Invoice + 0%

The above rates are subject to annual adjustment each January.

RGM Kramer, Inc. and the DISTRICT shall review these rates for adjustment on January 1<sup>st</sup> of each year while this Agreement is in effect. The DISTRICT shall not withhold approval of reasonable rate adjustments. Upon request, RGMK shall provide supporting statistical documentation such as regional cost of construction labor indexes and insurance costs.