

May 7, 2020

Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District  
300 El Cerrito Avenue  
Hillsborough, CA 94010

Subject: Proposal & Letter of Engagement  
Owner's Representative Services for Hillsborough City School District  
On-Call Project and Construction Management Services

Dear Ms. Carlomagno,

Capital Program Management, Inc., ("CPM"), is pleased to provide to the Hillsborough City School District our Proposal and Letter of Engagement for on-call Owner's Representative, project and construction management services for Hillsborough City School District, with the terms set forth below.

CPM will continue services and bill against current Agreements for the Facility Master Plan oversight and Budget and Accounting/Citizens Oversight Committee reporting projects. Any additional services requested will be applied toward this on-call service agreement. The general description of the Scope of Services that may be required under this engagement are described in Exhibit "A".

CPM represents that it is skilled in performing work of a similar nature and will perform its work in accordance with the applicable professional standard of care. CPM will commence its work promptly and shall continue until the estimated completion of the project of December 31, 2020 or until notified by you that CPM's services are no longer required, or until the engagement is suspended or terminated by CPM as provided in Exhibit "C", Standard Terms.

CPM shall be compensated for performance of the Services based upon hours actually expended in performing the Services at the rates established in Exhibit "B" for an estimated fee budget of Ten Thousand Dollars (\$10,000) together with actual expenses incurred. Reimbursable expenses shall include, without limitation, those stated in the Standard Terms attached as Exhibit "C".

Attached to this letter, as Exhibit "C", are the Standard Terms of our Services. The Standard Terms, along with the terms set forth in this letter shall constitute the entire agreement for our Services.

Please review this letter and, if acceptable, sign and return a copy to us.

Sincerely,

CAPITAL PROGRAM MANAGEMENT, INC.



Mr. Mike Wassermann, AIA LEED-AP  
Vice President

The undersigned hereby approves the foregoing agreement for professional services comprised of this letter, its exhibits and the accompanying Standard Terms.

Client Name:  
Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District

Dated: \_\_\_\_\_

6/2/20

By: \_\_\_\_\_

Carlomagno

**EXHIBIT "A"**  
**Scope of Services**

Following is a list of potential services that the District may want to engage Capital Program Management ("CPM") to perform. Note that no work will be performed unless specifically directed by Hillsborough City School District ("District"). The District may choose to perform any portions of the work to minimize costs.

**Project Management Services:**

For any project the District desires CPM assistance.

**Design Phase Management:**

1. Development of project Scope, Schedule, and Budget with the District.
2. Present project updates to Board and Community as desired.
3. Assist District with procuring Survey and Architectural services.
4. Assist District and legal counsel with developing and negotiating Agreements.
5. Provide Cost Estimates and/or validate estimates provided by others.
6. Assist District in determining best construction procurement strategy.
7. Assist District with CEQA Cat Ex Filing.
8. Assist District and legal counsel with developing and negotiating Agreements for inspection, construction, and any other services that may be required.
9. Coordinate work of surveyor, architect, and any other services that may be required.
10. Oversight and coordination of the design team
11. Conduct constructability plan reviews at design progress milestones (SD, DD, and CD phase)
12. Assist agency plan approval process and attend Agency meetings.
13. Perform invoice due diligence (review and approve all project related expenses)
14. Update project budget periodically.

**Bid and Award Phase:**

15. Assist District and legal counsel in the preparation of the "Front-End" bidding documents.
16. Develop bid/award schedule.
17. Assist District with drafting and publishing required bid advertisements.
18. Assist Architect with addressing bidder Request for Information (RFI).
19. Perform bid marketing, conduct pre-bid, and bid opening meetings.
20. Prepare Post Bid Analysis (PBA) form with recommendation for award, and assist with preparation of Contractor Agreement, and Board Action Item if applicable.
21. Assist District with issuing the Notice of Intent to Award to the low bidder.
22. Review and process all post bid submittals.
23. Assist District with issuing the Notice Proceed to Contractor.

**Construction Management Phase:**

24. Provided Owner representation during Construction phase.
25. Oversee and coordinate the contractor, project inspector, special inspector, and testing laboratory.
26. Coordinate with the Division of the State Architect (DSA) and local Fire Jurisdiction.
27. Conduct pre-construction meeting.
28. Assist architect with review and processing all product submittals and shop drawings.
29. Review and address and/or assist architect to address all Request for Information (RFI's).
30. Review and address and/or assist architect to address all Proposed Change Orders (PCO's).
31. Perform invoice due diligence (review and approve all project related expenses)
32. Update project budget periodically.
33. Contract Administration documentation processing and tracking
34. Coordinate project closeout with contractor.
35. Assist team with obtaining DSA final certification.

EXHIBIT "B"SCHEDULE OF RATES FOR PERSONNEL COSTS**Hillsborough City School District  
Master Schedule of Hourly Rates**

	Position	2020
PIC	President	\$205
	Vice President	\$205
	Principal-In-Charge	\$205
Program & Construction Management	Program Director	\$205
	Principal/Senior Program Manager	\$205
	Program Manager	\$182
	Assistant Program Manager	\$158
	Program Coordinator II	\$140
	Program Coordinator I	\$100
	Senior Estimator	\$182
	Estimator	\$140
	Senior Scheduler	\$182
	Scheduler	\$140
	Clerical	\$60
Budget & Accounting	Director of Budget & Accounting	\$205
	Budget & Accounting Manager	\$192
	Applications Specialist	\$182
	Senior Budget Analyst	\$182
	Budget Analyst	\$140
Asst. Budget Analyst	\$105	
Educational Technology	Director of Education Technology	\$205
	Senior Ed-Tech Manager	\$192
	Ed- Tech Manager	\$182
	Assistant Ed-Tech Manager	\$158
	Drafter	\$105
Contract Management	Director of Contract Management	\$205
	Senior Contract Manager	\$192
	Contract Manager	\$182
	Contract Administrator	\$158
	Assistant Contract Administrator	\$105

**EXHIBIT "C"-REVISED**  
**STANDARD TERMS**

**1. Effective Date**

The Agreement becomes effective after you sign it and return it to Capital Program Management (CPM). When signed, and returned, the Agreement will be retroactive to the date we first performed services on your behalf. If we have performed professional services at your request while waiting for you to sign and return this Agreement, you will still be required to pay for those services even if you decide not to sign and return this Agreement.

**2. Reimbursable Costs**

We will incur on your behalf various costs and expenses in performing professional services under this Agreement. CPM will not bill for miscellaneous expenses such as photocopying, postage, travel, out-of-town lodging and meals. Express delivery and other potential reimbursable items will appear on your monthly statement as separate items if applicable and approved in advance.

All costs and expenses are billed at cost plus 0%. In some instances, invoices for outside services will be sent directly to you for payment. You agree to pay the costs itemized on your statements in addition to the hourly fees.

**3. Billing Statements**

We will send you statements on a regular basis for fees and costs incurred. In the usual case those statements are sent to you once a month and they reflect the work performed, the date of the work, the amount of time spent, and the identity of the persons performing the work along with a detail of the costs CPM has incurred on your behalf. Payment of each statement will be due within 30 days of the statement date.

**4. Indemnification**

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, employees, or subcontractors.

**5. Insurance**

CPM shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage.

In addition, CPM shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect CPM and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by CPM, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, CPM agrees to maintain comprehensive general liability insurance as indicated below and

throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

used in licensed	<input checked="" type="checkbox"/>	Comprehensive General Liability	\$1,000,000 (applies to all agreements)
	<input checked="" type="checkbox"/>	Motor Vehicle Liability Insurance	\$1,000,000 (to be checked if motor vehicle performing services)
	<input checked="" type="checkbox"/>	Professional Liability	\$1,000,000 (to be checked if Contractor is a professional)

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

#### 6. Client's Duties

You agree to be truthful with us, to cooperate, to keep us informed of developments that relate to our services, to abide by this Agreement, to pay our bills on time, and to keep us advised of your current address, telephone number and e-mail address.

You also agree to respond promptly, fully and accurately to requests for information or documents and to other requests for assistance made by CPM.

#### 7. Termination

You may discharge us at any time. We may withdraw with your consent or for good cause, subject to an obligation to give you reasonable notice to arrange an alternate company offering similar services. Good cause includes your breach of this Agreement, refusal to cooperate with us or follow our advice on a material matter, or any fact or circumstance that would render our continuing services unlawful or unethical.

We will notify you in writing when our services are concluded. After our services are concluded, we will, upon your request, deliver your file to you, along with all property of yours in our possession.

#### 8. Entire Agreement

This statement of standard terms and the letter to which it is attached constitutes the entire agreement between you and CPM. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

#### 9. Severability

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect.

#### 10. Modification

This Agreement may be modified by subsequent agreement between you and CPM only by a writing signed by both parties. The Superintendent of the Hillsborough City School District or her designee is authorized to execute contracts amendments which modify the District's maximum fiscal obligation by no more than \$20,000 (in aggregate) and/or modify the contract term and/or services.

**11. California Law**

This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

**12. Negotiated Agreement**

The scope of CPM's services in this matter is fully set forth in the letter which accompanies this Agreement as are any additional terms relating to those services.

December 22, 2020

Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District  
300 El Cerrito Avenue  
Hillsborough, CA 94010

Subject: Amendment #1 to Letter of Engagement dated May 7, 2020  
Owner's Representative Services for Hillsborough City School District  
On-Call Project and Construction Management Services

Dear Ms. Carlomagno,

This Amendment revises CPM's Letter of Engagement to extend our agreement through December 31, 2021, and maintain the current hourly rate schedule through 2021. At this time there is no need to increase our fee budget.

**Revise Paragraph 3 to Letter of Engagement executed on May 7, 2020** as follows:

*CPM represents that it is skilled in performing work of a similar nature and will perform its work in accordance with the applicable professional standard of care. CPM will commence its work promptly and shall continue until the estimated completion of the project of December 31, 2021 or until notified by you that CPM's services are no longer required, or until the engagement is suspended or terminated by CPM as provided in Exhibit "C", Standard Terms.*

**REPLACE EXHIBIT "B" to Letter of Engagement executed May 7, 2020** with the attached.

Please review this letter and, if acceptable, sign and return a copy to us.

Sincerely,

CAPITAL PROGRAM MANAGEMENT, INC.

*Mike Wassermann*

Mr. Mike Wassermann, AIA LEED-AP  
Vice President

The undersigned hereby approves the foregoing agreement for professional services comprised of this amendment, the letter of engagement, its exhibits and the accompanying Standard Terms.

Client Name:  
Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District

12/29/2020  
Dated: \_\_\_\_\_

DocuSigned by:  
*Louann Carlomagno*  
By: \_\_\_\_\_  
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**EXHIBIT "B"****SCHEDULE OF RATES FOR PERSONNEL COSTS****Hillsborough City School District  
Master Schedule of Hourly Rates**

	<b>Position</b>	<b>2020 – 2021</b>
<b>PIC</b>	President	\$205
	Vice President	\$205
	Principal-In-Charge	\$205
<b>Program &amp; Construction Management</b>	Program Director	\$205
	Principal/Senior Program Manager	\$205
	Program Manager	\$182
	Assistant Program Manager	\$158
	Program Coordinator II	\$140
	Program Coordinator I	\$100
	Senior Estimator	\$182
	Estimator	\$140
	Senior Scheduler	\$182
	Scheduler	\$140
	Clerical	\$60
<b>Budget &amp; Accounting</b>	Director of Budget & Accounting	\$205
	Budget & Accounting Manager	\$192
	Applications Specialist	\$182
	Senior Budget Analyst	\$182
	Budget Analyst	\$140
	Asst. Budget Analyst	\$105
<b>Educational Technology</b>	Director of Education Technology	\$205
	Senior Ed-Tech Manager	\$192
	Ed- Tech Manager	\$182
	Assistant Ed-Tech Manager	\$158
	Drafter	\$105
<b>Contract Management</b>	Director of Contract Management	\$205
	Senior Contract Manager	\$192
	Contract Manager	\$182
	Contract Administrator	\$158
	Assistant Contract Administrator	\$105

March 5, 2021

Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District  
300 El Cerrito Avenue  
Hillsborough, CA 94010

Subject: Amendment #2 to Letter of Engagement dated May 7, 2020  
Owner's Representative Services for Hillsborough City School District  
On-Call Project and Construction Management Services

Dear Ms. Carlomagno,

This Amendment revises CPM's Letter of Engagement to increase Fee Budget from Ten Thousand Dollars (\$10,000) to Twenty Thousand Dollars (\$20,000), an increase of Ten Thousand Dollars (\$10,000).

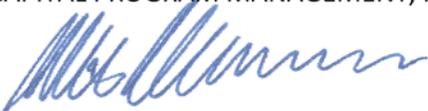
**Revise Paragraph 4 to Letter of Engagement executed on May 7, 2020** as follows:

*CPM shall be compensated for performance of the Services based upon hours actually expended in performing the Services at the rates established in Exhibit "B" for an estimated fee budget of Twenty Thousand Dollars (\$20,000) together with actual expenses incurred. Reimbursable expenses shall include, without limitation, those stated in the Standard Terms attached as Exhibit "C".*

Please review this letter and, if acceptable, sign and return a copy to us.

Sincerely,

CAPITAL PROGRAM MANAGEMENT, INC.



Mr. Mike Wassermann, AIA LEED-AP  
Vice President

The undersigned hereby approves the foregoing agreement for professional services comprised of this amendment, the letter of engagement, its exhibits and the accompanying Standard Terms.

Client Name:  
Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District

Dated: 3/19/21

By: *Louann Carlomagno*

June 11, 2021

Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District  
300 El Cerrito Avenue  
Hillsborough, CA 94010

Subject: Amendment #3 to Letter of Engagement dated May 7, 2020  
Owner's Representative Services for Hillsborough City School District  
On-Call Project and Construction Management Services

Dear Ms. Carlomagno,

This Amendment revises CPM's Letter of Engagement to increase compensation from Twenty Thousand Dollars (\$20,000) to Forty Thousand Dollars (\$40,000), an increase of Twenty Thousand Dollars (\$20,000).

**Revise Paragraph 4 to Letter of Engagement executed on May 7, 2020 as follows:**

*CPM shall be compensated for performance of the Services based upon hours actually expended in performing the Services at the rates established in Exhibit "B" for an estimated fee budget of Forty Thousand Dollars (\$40,000) together with actual expenses incurred. Reimbursable expenses shall include, without limitation, those stated in the Standard Terms attached as Exhibit "C".*

Please review this letter and, if acceptable, sign and return a copy to us.

Sincerely,  
CAPITAL PROGRAM MANAGEMENT, INC.

*Mike Wassermann*

Mr. Mike Wassermann, AIA LEED-AP  
Vice President

The undersigned hereby approves the foregoing agreement for professional services comprised of the Letter of Engagement as amended, its exhibits and the accompanying Standard Terms.

Client Name:  
Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District

Dated: 6/25/2021

By: 

November 30, 2021

Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District  
300 El Cerrito Avenue  
Hillsborough, CA 94010

Subject: Amendment #4 to Letter of Engagement dated May 7, 2020  
Owner's Representative Services for Hillsborough City School District  
On-Call Project and Construction Management Services

Dear Ms. Carlomagno,

This Amendment revises CPM's Letter of Engagement to increase compensation from Forty Thousand Dollars (\$40,000) to Sixty Thousand (\$60,000), an increase of Twenty Thousand Dollars (\$20,000), extends the term to December 31, 2022, and provide an updated rate schedule indicating a 4% increase in 2022 through 2023.

**REVISE Paragraph 3 to Letter of Engagement executed on May 7, 2020** as follows:

*CPM represents that it is skilled in performing work of a similar nature and will perform its work in accordance with the applicable professional standard of care. CPM will commence its work promptly and shall continue through the term of December 31, 2022 or until notified by you that CPM's services are no longer required, or until the engagement is suspended or terminated by CPM as provided in Exhibit "C", Standard Terms.*

**REVISE Paragraph 4 to Letter of Engagement executed on May 7, 2020** as follows:

*CPM shall be compensated for performance of the Services based upon hours actually expended in performing the Services at the rates established in Exhibit "B" for an estimated fee budget of Sixty Thousand (\$60,000), together with actual expenses incurred. Reimbursable expenses shall include, without limitation, those stated in the Standard Terms attached as Exhibit "C".*

**REPLACE EXHIBIT "B" to Letter of Engagement executed May 7, 2020** with the attached.

Please review this letter and, if acceptable, sign and return a copy to us.

[Signatures on the following page]

Sincerely,

CAPITAL PROGRAM MANAGEMENT, INC.

*Mike Wassermann*

Mr. Mike Wassermann, AIA LEED-AP  
Vice President

The undersigned hereby approves the foregoing agreement for professional services comprised of the Letter of Engagement as amended, its exhibits and the accompanying Standard Terms.

Client Name:  
Ms. Louann Carlomagno  
Superintendent  
Hillsborough City School District

Dated: 1/7/2022

By: *Louann Carlomagno*

**EXHIBIT "B"**

**SCHEDULE OF RATES FOR PERSONNEL COSTS**

**Hillsborough City School District  
Master Schedule of Hourly Rates**

	<b>Position</b>	<b>2022 &amp; 2023</b>
PIC	President	\$213
	Vice President	\$213
	Principal-In-Charge	\$213
Program & Construction Management	Program Director	\$213
	Principal/Senior Program Manager	\$213
	Program Manager	\$189
	Assistant Program Manager	\$164
	Program Coordinator II	\$146
	Program Coordinator I	\$104
	Senior Estimator	\$189
	Estimator	\$146
	Senior Scheduler	\$189
	Scheduler	\$146
	Clerical	\$62
Budget & Accounting	Director of Budget & Accounting	\$213
	Budget & Accounting Manager	\$200
	Applications Specialist	\$189
	Senior Budget Analyst	\$189
	Budget Analyst	\$146
	Asst. Budget Analyst	\$109
Educational Technology	Director of Education Technology	\$213
	Senior Ed-Tech Manager	\$200
	Ed- Tech Manager	\$189
	Assistant Ed-Tech Manager	\$164
	Drafter	\$109
Contract Management	Director of Contract Management	\$213
	Senior Contract Manager	\$200
	Contract Manager	\$189
	Contract Administrator	\$164
	Assistant Contract Administrator	\$109
Prop 39 Planning & Project Management	Manager of Economics	\$213
	Senior Electrical Engineer	\$213
	Lighting/Controls/Energy Specialist	\$189
	District Energy Manager	\$189
	Senior Energy Analyst	\$164
	Trainer	\$164