

EXHIBIT "A"

TO CONSTRUCTION MANAGEMENT SERVICES MASTER AGREEMENT

PROJECT DIRECTIVE

This Project Directive ("Project Directive") is entered into the **18th** day of **January, 2018**, between the Mother Lode Union Unified School District, ("District") and Landmark Construction Management Services Inc. ("Contractor") for construction management services in connection with the following project:

02-116108, Improvements to Herbert Green MS - Improvements to traffic circulation, modular building replacements, renovation of student restrooms, and required path of travel upgrades at existing school site (hereinafter "Project").

I. SCOPE OF SERVICES.

The District's and Contractor's rights, duties and obligations hereunder will be performed in accordance with the terms and conditions of this Project Directive and the Master Construction Management Services Agreement ("Agreement"), dated **December 14, 2016**, which terms and conditions are hereby incorporated by reference as if fully set out herein.

The Contractor shall provide architectural and engineering services for Project as follows:

District has identified that the work may be reported in more than one (1) phase, conditioned upon receipt of funding for each phase. Services to be provided during the Construction phase for the Project include, but are not limited to, coordination of all activities that are included in the construction of the Project. Contractor shall be responsible for coordinating the work for the entire Project pursuant to the accepted Project Construction Schedule. As required in this Section, Contractor shall maintain communication with District and its consultants throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' Pre-Construction Conference (below) and shall be responsible for coordinating the site construction services provisions (General Conditions items) including full-time supervision and administration of the Project, conducting coordination meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the District, its consultants, and Architect the approval or disapproval of change orders and progress payments to the Trade Contractors, and maintaining record keeping to assist District in negotiations, mediation, litigation, or arbitration of claims or disputes. Additionally, the Contractor shall provide responsible evaluation, documentation, recommendations, and supervision of the following services: coordination of technical inspection and testing; construction observation; reporting of non-conforming Work; make recommendations to District regarding exercising Contract prerogatives; safety program implementation; endorsements of insurance and performance/payment bonds review; monitor project costs and review of schedule of values; construction progress review; maintain on-site Project record documents; processing of payments and development of the schedule of values; evaluate changes in the work; construction contingency management; provide change order reports; trade contractor claims review; administer storm water

pollution prevention plan; submission of operation and maintenance manuals, guarantees, and releases; completion of Trade Contracts and Project; coordinate staff training, assist with move-in activities, commissioning (where stated in Contract Documents), initial start-up, and testing; and coordinate the final completion, close-out documents, and project report for the Project.

1.1.1. Pre-Construction Conference(s). Contractor will conduct, in conjunction with District, its consultants, and the Architect, pre-construction orientation conference(s) for the benefit of the successful bidding Trade Contractors and will serve to orient the Trade Contractors to the schedule, supervision, contract administration, safety, and various reporting procedures and site rules prior to the commencement of actual construction.

1.1.2. Contract Administration. Contractor, in cooperation with the District, its consultants, and Architect, will administer the Trade Contracts as set forth herein and as provided in the General Conditions of the Trade Contracts for construction. Contractor shall assist the District, its consultants, and the Architect with Construction Administration (“CA”) activities and document control for the Project.

- (a) Contractor shall coordinate the preparation of the construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including but not limited to, temporary fencing, all temporary utilities, job trailers, storage bins, barricades, or other items reasonably necessary for efficient construction. Contractor shall coordinate the mobilization of all Trade Contractors and shall coordinate construction sequencing.
- (b) Contractor shall provide management and related services as required to coordinate work of the Trade Contractors with each other and the activities and responsibilities of the Architect, District, and its consultants in order to complete the Project in accordance with the Construction Documents and this Agreement. Contractor shall provide sufficient organization of qualified and experienced personnel and management to carry out the requirements of this Agreement. Contractor shall maintain competent full-time staff at all times, with supervisory responsibilities for the Project site for the purpose of coordinating and providing direction for the work and progress of the Trade Contractors.
- (c) Contractor will be assigned the contracts with the Trade Contractors after bidding is completed, and shall administer those Trade Contracts as an agent of the District. The District and Contractor intend by this Project Directive that all third parties who enter into a contractual undertaking relating to the Project will view and treat Contractor as the construction manager of the Project. Contractor shall perform its services and carry out its responsibilities with respect to the Project as set forth herein, together with such additional services and responsibilities as may be agreed to by the Parties. Further, Contractor will not be responsible for the design of the Project, will not be assigned any contracts between District and design professionals, and Contractor assumes no warranties, express or implied, as to the sufficiency of the Drawings, Specifications or any other design documents or as to the accuracy or quality of the construction work other than those standards and actions required of Contractor under this Agreement. All such work will be

warranted in accordance with California law and the applicable contracts by the design professional and Trade Contractors respectively

1.1.3. Submission Procedures. Contractor shall establish and implement submission procedures with the District, its consultants, and the Architect. Contractor shall establish a submittal priority matrix, provide a preliminary review of all submittals, coordinate and review shop drawing submissions, and provide coordination and submission of requests for information (RFIs), samples, mock-ups, product data, change orders, payment requests, material delivery dates, and other procedures, and maintain logs, files, and other necessary documentation. Contractor shall coordinate the dissemination of any information regarding the submissions.

1.1.4. Coordination Meetings. Contractor shall coordinate and conduct preconstruction, construction coordination, safety, and weekly job-site progress meetings with the Trade Contractors, and shall publish and distribute meeting minutes to all attendees, District, its consultants, Architect, and all other appropriate parties. Contractor shall attend weekly progress meetings with the District, its consultants and the Architect. Contractor shall assist in the resolution of any technical construction issues, and coordinate with District and District's consultants to address issues raised by local and state agencies, and endeavor to ensure compliance with the laws, rules, and regulations applicable to the Project.

1.1.5. Coordination of Technical Inspection and Testing. Contractor shall coordinate with the District's Division of the State Architect (DSA) certified IOR, all ongoing inspection and special testing and inspection required by the Architect, Contract Documents, agencies, or other third parties. If requested, Contractor shall assist District in selecting any special consultants or testing laboratories. All inspection reports provided to the District will be provided to the Contractor on a regular basis. Contractor shall analyze the special testing and inspection reports and advise the District of the results and provide appropriate recommendations when there are any deficiencies noted.

1.1.6. Construction Observation. Contractor will assist District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately and are in compliance with the Contract Documents for the Project. Contractor shall report to District regarding the status of such activity. Contractor shall endeavor to guard against defects and deficiencies and shall advise District of any deviations, defects, or deficiencies Contractor observes in the work. The Contractor's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. The Contractor's observation duties shall not, however, cause Contractor to be responsible for those duties and responsibilities, which belong to District's Architect or Inspector of Record ("IOR"), but are intended to supplement the efforts of the Architect and IOR.

1.1.7. Non-Conforming Work. Contractor will, in conjunction with District's IOR, review Trade Contractor's recommendations for corrective action and make appropriate recommendations on observed non-conforming work. Contractor will make recommendations to District, its consultants, the Architect, and District's IOR in instances where Contractor observes work that, in its opinion, is defective or not in conformity with the Contract Documents. Contractor shall assist District's IOR in observing the Trade Contractor work to verify that all

authorized corrections and/or changes are properly incorporated into the Project. Contractor shall report to District regarding the status of such activity and provide a written record of the same.

1.1.8. Project Construction Schedule. Contractor shall develop and implement a Project Construction Schedule based upon the Critical Path Method (CPM) and the milestones established in the District's Preliminary Construction Schedule, and reasonable input received from the Trade Contractors. Contractor shall maintain and update the Project Construction Schedule on a monthly basis for acceptance by the District, and if necessary to maintain timely progress of the work according to the Project Construction Schedule, prepare bi-weekly short interval schedules, and distribute all schedules to the District, its IOR, Architect, and other appropriate parties.

1.1.9. Safety Program Implementation. To the extent required by the Occupational Safety & Health Administration ("OSHA") or any other public agency, Contractor shall develop and implement the Project's safety program for all personnel on the project site, and monitor the implementation along with the coordination of all required and necessary safety meetings. Contractor shall be the controlling employer on the Project, and will ensure that all such safety programs are submitted to District. Copies of all safety meeting notes or minutes, attendees, and reports shall be forwarded to the District.

1.1.10. Bonds and Endorsements of Insurance. The following shall be included in the Trade Bid Packages, to be prepared by the Contractor and approved by the District, which approval shall not relieve Contractor of any obligation in the preparation thereof and shall not unreasonably be withheld:

- (a) Bid bond, cash, cashier's check or certified check for 10% of the total amount of the bid, including additive alternates;
- (b) Dual-Obligee Performance bond at 100% of the contract amount in which District and Contractor are named as dual obligees;
- (c) Dual-Obligee Payment bond at 100% of the contract amount in which District and Contractor are named as dual obligees;
- (d) All bonds and insurance must be provided by a California admitted surety; and
- (e) Insurance in the amounts and coverages as directed by District prior to bid.

Contractor shall receive, review, and comment on the Endorsements of Insurance, and Performance and Payment Bonds from the Trade Contractors when required and forward them to District with a copy to the Architect prior to commencement of any work by such Trade Contractors

1.1.11. Monitoring Project Costs and Review of Schedule of Values. Contractor shall provide regular monitoring of the Project Budget, showing actual costs for activities in progress and estimates for uncompleted tasks for each phase of the Project. Contractor shall identify variances between actual and budgeted or estimated costs and advise District and the Architect whenever the actual costs for activities in progress and estimates for uncompleted tasks exceed the Project Budget and/or the Guaranteed Maximum Price. Contractor shall review and approve each

Trade Contractor's schedule of values for each of the activities included in that Trade Contractor's schedule of values prior to submission of each month's payment application to the District.

1.1.12. Construction Progress Review. Contractor shall keep a daily log containing a record of weather, the Trade Contractors working on the site, number of workers, work accomplished, equipment on site, visitors to the site, problems encountered, resolutions to past problems noted, and other relevant data or such additional data as District may require. Contractor shall distribute copies of the log(s) to the District on a monthly basis. Contractor shall prepare and distribute the construction schedule updates to the Project Construction Schedule on a monthly basis for comparison, and Contractor shall incorporate the updates into and maintain the District's master project schedule. After an evaluation of the actual progress as observed by Contractor, scheduled activities will be assigned percentage-complete values. The report will reflect actual progress as compared to scheduled progress (baseline), and will note any variances. Contractor shall identify problems encountered in accomplishing the work and recommend appropriate action to District to resolve these problems with a minimum effect on the timely completion of the Project. Contractor shall develop and impose an appropriate recovery schedule on the Trade Contractor(s), which is acceptable to the District. The recovery schedule will reflect the corrective action costs (if any) and efforts to be undertaken by the Trade Contractor(s) to recapture lost time. This recovery schedule will be distributed to the Trade Contractor(s), District, its consultants, Architect, and other appropriate parties.

1.1.13. Maintain On-Site Project Record Documents. Contractor shall implement and maintain a comprehensive project records document management program. Contractor shall maintain at the Project site, on a current basis: a record copy of all Trade Contracts, drawings, specifications, addenda, change orders, and other modifications, in good order, and Plans and Specifications marked to record all changes (as-builts) made during construction on a monthly basis; shop drawings; product data; manufacturers installation instructions; operation and maintenance manuals; warranties; samples; submissions; purchases; materials; equipment; applicable handbooks (when needed); Title 24 of the California Code of Regulations; The California Uniform Building Code; other related documents and revisions which arise out of the Trade Contracts. In addition, Contractor shall maintain records in duplicate, of concrete pours, principal building layout lines, elevations for the bottom of footings, floor elevation levels, and key site elevations and benchmarks certified by a qualified surveyor or professional engineer, if necessary. The Contractor shall make available all project and progress record documents to the District for review on a monthly basis. At the completion of the Project, Contractor shall deliver all such records to the Architect, so the Architect may complete the record of as-built drawings.

1.1.14. Processing of Payments and Schedule of Values. Contractor shall develop the schedule of values for the Project and implement procedures for the review, reconciliation, and processing of payment applications for progress and final payments. Contractor shall review and prepare the master monthly payment application based on percentages of work completed by the trades and the Contractor's compensation. Upon approval by the District, Architect, and IOR, it will be forwarded to the District for processing..

1.1.15. Evaluate Changes in the Work. Contractor shall assist the District and its consultants with reviewing potential changes in the work, establish and implement a change order processing system that provides for the review and analysis of potential changes in Project scope,

and make recommendations to the District regarding any changes in Contract Sum and/or Contract Time. Contractor shall secure authorization from the District on all proposed changes prior to Contractor directing the Trade Contractors to begin the work. Contractor shall coordinate the processing of all change orders with the Architect, DSA, and the District's Governing Board.

1.1.16. Construction Contingency. Within the Contractor's Guaranteed Maximum Price ("GMP") the Contractor shall maintain and control the Project's Construction Contingency for the benefit of District. The Construction Contingency can be used for construction-related changes, subject to prior District authorization. Proposed change orders ("PCO") for use of Construction Contingency funds shall be classified and tracked in one or more of the following categories: unforeseen site conditions (other than those contemplated in section 3.10.3 below) or cost increases arising from omissions remaining in the Contract Documents or other errors in the constructability review services provided under the Preconstruction Services Agreement. Any expenditure attributable to Contractor's sole negligence, error, or omission shall be recoverable by District from Contractor, in which case District may withhold such amount from any outstanding funds due Contractor. The amount for Construction Contingency is included in the Guaranteed Maximum Price as an amount to be applied at Contractor's discretion, to defray contractually allowable costs, including General Conditions and other Project Costs, for which the Contractor is not otherwise entitled to a Change Order increasing the Guaranteed Maximum Price. Examples of allowable uses of Construction Contingency include, but are not limited to, scope gaps in buyout of the Work, excusable, non-compensable delays, errors in the Work not caused by the negligence of the Contractor or its Trade Contractors, Trade Contractors, necessary increases to prior negotiated or awarded Trade Contracts or purchase orders, and cleanup or repair of damage to the Work not identifiable to a particular Trade Contractor. Construction Contingency is not to be used to defray costs for which Contractor is entitled to an increase in the Guaranteed Maximum Price by Change Order, such as for design changes or design corrections.

At the conclusion of the Project, all unused portions of the Construction Contingency shall be returned to the District via deductive change order.

1.1.17. Change Order Reports. Contractor shall not issue instructions to Trade Contractors for changes in the work which are contrary to the District and Architect. Any such communication between the Contractor and the Trade Contractors shall not in any way be construed as binding on District. Contractor shall prepare and distribute change order reports on a monthly basis throughout the Construction Services Phase. This report will provide information pertaining to proposed and executed change orders and their effect on the GMP and master construction schedule as of the date of the report.

1.1.18. Trade Contractor Claims. Contractor shall immediately provide copies of all notices of claims made by Trade Contractors for any alleged cause ("Claims") to District. Contractor shall require all Claims submitted by Trade Contractors to be accompanied by a claim certification, pursuant to the California False Claims Act, Government Code sections 12650, et seq. ("CFCA"). Contractor shall fully evaluate all Claims promptly and in accordance with the requirements of the Trade Package contract documents, in the shoes of the District. Contractor shall timely present to the District its analysis of each Claim, and recommendation for response thereto, with all relevant details and documents included. The District shall determine its response to all Claims, in its sole discretion, and Contractor shall take all reasonable and diligent steps to

manage the District's response and any further response from or dispute with the Trade Contractor(s). IN no event may the Contractor determine or make any representation as to the District's response to a Claim inconsistent with any determination by the District or without express authorization from the District.

1.1.19. Storm Water Pollution Prevention Plan. Contractor shall ensure that a storm water pollution prevention plan is initiated, maintained, and enforced in accordance with all regulations, local ordinances, and agencies, throughout duration of the Project.

1.1.20. Operation and Maintenance Manuals, Guarantees, and Releases. Contractor will obtain all materials such as manufacturer's installation instructions, and operation and maintenance manuals, warranties, affidavits, releases, bonds, waivers, and guarantees for each Trade Contractor's work, materials, and equipment. All such materials shall be professionally bound, and extra stock, keys, and commissioning documents (where required) shall be submitted to appropriate District personnel. The Contractor is responsible for all guarantees for the minimum base two (2) year guarantee period. The material and equipment guarantees extended beyond the minimum base guarantee period shall be the responsibility of the District to manage.

1.1.21. Completion of Trade Contracts and Project. When Contractor considers each Trade Contractor's work or a designated portion thereof complete, Contractor shall prepare for the Trade Contractor a list of incomplete or unsatisfactory items (the Pre-Punch List) and a schedule for their completion.

Contractor shall coordinate the correction and completion of the punch list work. Contractor shall assist the Architect in conducting inspections and punch list development, and shall assist the Architect in determining when the Project or a designated portion thereof is complete. Contractor shall prepare a summary of the status of the punch list work of each Trade Contractor, listing signed-off items in the previously-issued punch list and recommending the times within which Trade Contractors shall complete the uncompleted items on the punch list.

1.1.22. As-Built Documents. Contractor shall perform coordination, supervisory, and expediting functions in connection with the Trade Contractor's obligation to provide "as-built" documents on a monthly basis. If as-built information of an acceptable quality is not provided by any of the Trade Contractors, the District may withhold payments from the master monthly payment application.

1.1.23. Staff Training, Move-in, and Commissioning. Contractor shall coordinate move-in activities with District personnel, and schedule staff training for all mechanical equipment and electrical systems. Contractor shall assist the District's Maintenance & Operations department with equipment and "system" start-up, testing, and commissioning (where required). Contractor will ensure that the Trade Contractors provide the requisite start-up, training, and commissioning (where required), as required in the Contract Documents.

1.1.24. Recommendations to District. Contractor shall endeavor to achieve satisfactory performance from each Trade Contractor. Contractor shall recommend courses of action to District when requirements of the Contract Documents or a Trade Contract are not being fulfilled, and when the non-performing party will not take satisfactory corrective action. After assignment

of a Trade Contract by District to Contractor, the Trade Contractor's performance is Contractor's responsibility.

1.1.25. Accounting Records. Contractor shall establish and administer the Project accounting system in conjunction with District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.1.26. Permits. Contractor shall assist the Architect and District in obtaining all necessary local agency utility and encroachment permits for the Project, the responsibility for securing the permits resting on District and its Architect notwithstanding. This task may also encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, local building department and fire authority, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing, and fulfilling other necessary regulations.

1.1.27. Initial Start-up and Testing. With the Architect and District's maintenance personnel, Contractor shall coordinate and observe the Trade Contractors' check-out of utilities, operational systems, and equipment for readiness and assist in their initial start-up and testing for the Project.

1.1.28. Professional Consultants. Contractor shall assist District, if requested, to provide input in selecting and retaining the professional services of surveyors, special consultants, testing laboratories, and others as necessary, and coordinate their services.

1.1.29. Final Completion, Closeout Documents, and Project Report. Contractor, in conjunction with the District, its consultants, Architect, and IOR, will at the conclusion of all corrective action of punch list items, make a final comprehensive review of the Project, make a report to District which will indicate whether Contractor and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment to the Trade Contractor(s) and the notice of completion for the Project. Contractor shall also process and forward all final verified reports and required Project closeout documents to the Architect for submission to DSA. At the conclusion of the Project, Contractor shall prepare and submit all required final Project accounting and closeout reports.

1.1.30. Time. Contractor shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Should the schedule for the Project be extended beyond the Substantial Completion Date as set forth in the Project Construction Schedule due to delays which are not attributable to Contractor, including any delays arising from acts of God, force majeure, or the District, and which are beyond the contemplation or control of Contractor, Contractor's contract shall be extended and Contractor shall be compensated for this extension as expressly provided herein. Such delay will not reduce the agreed to and available contingencies. Should Contractor be the sole cause of any delay for any day beyond the Substantial Complete Date, Contractor may be liable for delay damages to the District.

II. CONTRACTOR'S COMPENSATION.

In consideration for the services performed hereunder, the District agrees to compensate the Contractor as follows:

A. The total Contractor's fee for the services set forth in this Project Directive shall not exceed **Three Hundred Twenty Five Thousand One Hundred Thirty Dollars (\$325,130)** without prior written approval from the District ("Project Fee").

B. Additional Construction Management Services. Any services described in the Agreement as an "Additional Services" shall be determined according to the Construction Manager's Fee Schedule, which is attached hereto and hereby incorporated by reference as if fully set out herein. Contractor agrees to provide to District a proposal of Additional Services with Contractor's proposed fee. Any such services and fees shall be mutually agreed to in writing and approved by the District's Governing Board and Contractor prior to the performance of such additional services, or else no modification shall be made to the Project Fee in relation to the Additional Services not mutually agreed upon in writing and approved as required.

C. Reimbursable Expenses: The Total Reimbursable Expenses for the Project as described in the Agreement shall not exceed **Two Hundred Twenty Thousand Ninety-Two Dollars (\$220,092)**. Receipts for all reimbursable expenses must be included with the invoice to be considered for payment.

III. PERIOD OF PERFORMANCE.

The Contractor shall perform construction management services for the Project according to the following schedule:

NOTICE OF AWARD 01/18/18
CLOSE OUT/ FINAL COMPLETION 10/01/18

- IV. AALRR Front-End Documents being used for the Project which is the subject of this Project Directive
- AALRR Front-End Documents **NOT** being used for the Project which is the subject of this Project Directive

The Parties, through their duly authorized representatives, have executed this Project Directive as of the day and year first written above.

**MOTHER LODE UNION
SCHOOL DISTRICT**

**LANDMARK CONSTRUCTION
MANAGEMENT SERVICES, INC.**

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____