

PROGRAM MANAGEMENT AGREEMENT

THIS AGREEMENT (Agreement) between SANTA BARBARA UNIFIED SCHOOL DISTRICT (District) and TELACU CONSTRUCTION MANAGEMENT (Program Managers) is made in reference to the following facts:

- A. District wishes to engage Program Managers to provide Program Management services; and
- B. District is authorized to enter into this Agreement pursuant to the authority contained in Government Code section 53060, Education Code section 350415.5 and such provisions of law as may be applicable; and
- C. District hereby finds that the Consultant possesses the training, experience and competence to perform the Program Management services provided by this Agreement.

NOW THEREFORE, the parties to this Agreement mutually agree to as follows:

- 1. Consultant shall serve as the Program Managers to the District and provide Program Management services at the direction and request of District by and through the Superintendent/designee and the Board of Education. The Consultant designated to perform said services shall be designated in each Task Order approved by the District, in addition to other Program Management staff and support staff, to efficiently carry out the services to be rendered hereunder. The Contract Principal primarily responsible for the oversight of the contract terms and company performance shall be John Clem. Such services include but are not limited to:

(a) Advice and counsel regarding the management of capital construction programs.

(b) Attendance at meetings upon request, including regular and special meetings of the Board of Education, Real Property District Advisory Committee, and Bond Oversight Committee.

(c) Review and development of agendas, meeting minutes, and associated documentation; and preparation of correspondence, documents, and resolutions as requested.

(d) As requested, assist District Project/Construction Managers in the preparation and development requests for proposals, bids and requests for qualifications, scopes of work for architectural and general construction contracts and associated documentation.

(e) Meet with Board members and District staff as required in relation to matters affecting the Construction Program.

(f) Development of reports, planning documents, budgets, schedules, assessments, and estimates associated with Construction Program.

(g) Other services as requested by District.

2. In consideration for the rendition of such services, Consultant shall be compensated based upon the hourly rates set forth in Exhibit A. The Program Management services budget amount for each Task Order is intended to provide the District with reasonable fiscal controls as well as fairly compensate Consultant for the services anticipated to be performed. Consultant will maintain and furnish

District with itemized statements which shall include a description of work performed, and the amount, rate, and basis for calculation of Consultants' fees per task order on a monthly basis.

3. In addition to the Program Management fees to be paid hereunder, District shall reimburse Consultants for all actual costs and expenses as approved by the District.

4. Consultants are insured for General Liability with a policy limit of \$2,000,000 per incident and \$5,000,000 aggregate and Professional Liability Insurance with a value of \$5,000,000.

5. District shall promptly pay Consultants' monthly statements, subject to the limitations set forth herein, in accordance with its customary and unusual business practices.

6. It is expressly understood and agreed by both parties that Consultants, while engaged in and carrying out the terms and conditions of this Agreement, are independent contractors and not employees of the District.

7. The term of this Agreement shall be July 1, 2012, through June 30, 2017, unless earlier terminated by thirty (30) days written notice to the other party.

8. If no notice of termination is provided by either party during the term of this Agreement, it may be carried over from year to year. The hourly rates in Exhibit A shall increase on an annual basis by 5%. Any additional changes in the hourly rates and/or expense items specified in Exhibit A must be approved by the District.

9. By execution of this Agreement on behalf of the District by the District Superintendent, District represents that approval therefore has been duly obtained and granted by the Board of Education.

10. The parties herein agree this contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

(Signatures follow)

SANTA BARBARA UNIFIED SCHOOL DISTRICT (District)

Dated: _____

By: _____

Its: Superintendent

720 Santa Barbara Street

Santa Barbara, CA 93101

TELACU CONSTRUCTION MANAGEMENT (Program Managers)

Dated: _____

By: John Clem

414 W. 4th Street, Suite L

Santa Ana, CA 92701

(714) 541-2390

EXHIBIT "A"

POSITION	HOURLY RATE 2012	HOURLY RATE 2013
Project Executive	\$220	\$231
Project Director	\$175	\$184
Sr. Project Manager	\$145	\$152
Project/Finance/Design Manager	\$110	\$116
Controls Manager	\$135	\$142
Sr. Construction Manager	\$150	\$158
Scheduler	\$126	\$132
Estimator	\$126	\$132
Construction Manager	\$140	\$147
Asst. Construction Manager	\$120	\$126
Project Engineer	\$126	\$132
Project Administrator	\$75	\$79