SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: February 15, 2018

Subject: **Approval of Grants, Entitlements, and Other Income Agreements**
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

☐ Information Item Only
☒ Approval on Consent Agenda
☐ Conference (for discussion only)
☐ Conference/First Reading (

_____ Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

LCAP Goal(s): Operational Excellence

Documents Attached:
1. Expenditure and Other Agreements
2. Recommended Bid Awards ±Facilities Projects
3. Notices of Completion ±Facilities Projects

Estimated Time of Presentation:	N/A
Submitted by:	Gerardo Castillo, CPA, Chief Business Officer
	Jessica Sulli, Contract Specialist
Approved by:	Jorge A. Aguilar, Superintendent

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completion, interagency coordination, internal communications and other matters as set forth herein; and

WHEREAS, Consultant possesses the necessary skills, experience, knowledge, including knowledge of State and School District requirements such as the Leroy F. Greene Act of 1998 G [(i)5(ncl)6(ud)

and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project and construction budget.

b. Provide construction feasibility review.
c. Provide conceptual estimating assistance to Project Manager.
d. Provide constructability analysis consistent with its experience and qualifications.
e. Provide scheduling information, including providing and distributing periodic reports that compare actual progress with scheduled progress for this phase of the Project.
f. Provide cost evaluations of alternative materials and systems.

BIDDING PHASE

a. Conduct a pre-

Implement change order procedures, review requests for changes, assist in Q H J R W L D W L Q J & R Q W U D F W R U ¶ V S U R S R V D O V V X E P L W U H F R ' L V W U L F W D Q G L I W K H \ D U H D F F H S W H G S U H S D U H D Q G V L and Contra F W R U ¶ V V L J Q D W X U H V D Q G ' L V W U L F W D X W K R U L] D W L other necessary documentation relating thereto. Regarding Contractor change order requests, the Consultant shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The Consultant shall provide to the Architect a copy of each change order request, and the Consultant shall, in its evaluati R Q V R I W K H & R Q W U D F W R U ¶ V U H T X H V W Architect's comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the Consultant may be aware.

g. Quality control. Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the Contractor that does not conform to the requirements of the Construction Documents. The Consultant is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Construction Documents or to approve or accept any portion of the work not conforming to the requirements of the Construction Documents. Communication between the Consultant and Contractor with regard to quality review shall not in any way be construed as binding the Consultant, the Architect, or the District or releasing the Contractor from performing the work in accordance with the Construction Documents. No action taken by the Consultant shall relieve the Contractor of its obligation to perform the work in strict conformity with the requirements of the Construction Documents, and in strict conformity with all other applicable laws, rules and regulations. Consultant shall not be responsible for the failure of the ContractorBT /F1 11.043(g)-8(ul)6(a)13(t)-4(in3Q EM

n. Conduct weekly coordination meetings with Contractor and distribute meeting

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Upon termination of this Agreement as provided herein, Consultant shall promptly provide and deliver to District all files, notes, writings, documents, and other materials in &RQVXOWDQW¶V SRVVHVVLRQ RU XQGHU &RQVXOWDQW¶V FR has performed on behalf of the District regarding the Project.

12. RELATIONSHIP BETWEEN THE PARTIES:
The Parties agree and intend that the relationship between them, created by this Agreement, is that of independent contractor. Consultant is not an employee of District, or of Architect, and is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pensions plans.

In providing the services contemplated by this Agreement, the Consultant shall, on behalf of the District, maintain a professional working relationship with the District, Contractor, and the Architect. The Consultant shall furnish all services in accordance with the standards of the industry for similar public works projects in the State of California and in accordance with all applicable Federal, State and local laws. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Consultant and the Architect or the Contractor or subcontractors or material suppliers for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Consultant. Consultant will be liable and solely responsible for paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes. Consultant agrees to indemnify,

required herein, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Consultant to the District, or District may deduct the premium from any monies owing to Consultant under this Agreement.

2. Automobile insurance covering claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance and/or use of any motor vehicle, with a combined single limit of not less than $1,000,000 per accident.

3.

17. WORK STANDARDS:
The conduct and control of the work to be performed by Consultant, under the Agreement, shall lie solely with the Consultant. Consultant shall perform services for the District in accordance with currently approved methods and ethical standards applicable to its professional capacity. Consultant shall be free to practice its profession, for others, during those periods when it is not performing work, under this Agreement, for the District.

18. FURNISHING OF MATERIALS AND EQUIPMENT:

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32. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Consultant.

SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT

PREMIER MANAGEMENT GROUP, INC.

By:_____
Gerardo Castillo
Chief Business Officer

February 15, 2018
Date

Construction Management Agreement

), a California public school district, and Premier Management Group, Inc., an Independent Contractor, herein after referred to as (³ & R Q V X ´ W DQW W U X F W L R Q 0 D Q D J H U ´

RECITALS:

WHEREAS, District is in the process of perE

6879 14th Avenue, Sacramento, California. ³ 3 U R M H F W ´ D V X V H G L Q W K L V $ J U H H P H Q W and all tasks and related activities reasonable and necessary for the construction and completion of the Project, including acceptance by District.

This Agreement shall be governed by the laws of the State of California, including as applicable, regulations of the State Allocation Board, State of California Leroy F. Greene Lease-Purchase State Building Funds of 1998-SB50 and the Education Facilities Bond,

No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

2. NATURE OF THE WORK:
Consultant has fully familiarized itself with all aspects of the Project and understands and agrees that Consultant shall further the interests of District by furnishing skill and judgment as a provider of Construction Project Management Services, in cooperation with District representatives and, where appropriate, in reliance upon the services of the Project Architect. Consultant agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Consultant shall be responsible, to the extent described in this Agreement, for ensuring that the Project is completed in a competent and professional P D Q Q H U Z L W K L Q W K H ' L V W U L F W ¶ V E X G J H W D Q G L Q D F F R U G D timely completion of the Project.

Consultant shall perform special services and provide advice on behalf of the District as follows:

a. Technical advice regarding construction;
b. Construction coordination, including progress schedules, change orders and problem solving;
c. Interagency coordination including, but not necessarily limited to, coordination between Consultant and:
    1) Architect; and
    2) The State of California ± ' L Y L V L R Q R I W K H 6 W D W H $ U F K L W H F W appropriate;
d. Internal communications, including Board reports, internal staff updates and community updates. The Consultant shall develop a communication system to ensure clear communication between the District, the Consultant, the Architect, contractor and other parties involved with the Project. In developing this communication system, the Consultant shall meet with the District, the Architect and

and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project and construction budget.

b. Provide construction feasibility review.
c. Provide conceptual estimating assistance to Project Manager.
d. Provide constructability analysis consistent with its experience and qualifications.
e. Provide scheduling information, including providing and distributing periodic reports that compare actual progress with scheduled progress for this phase of the Project.
f. Provide cost evaluations of alternative materials and systems.

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Implement change order procedures, review requests for changes, assist in Q H J R W L D W L Q J & R Q W U D F W R U ¶ V S U R S R V D O V V X E P L W U H F R ' L V W U L F W D Q G L I W K H \ D U H D F F H S W H G S U H S D U H D Q G V L and Contra F W R U ¶ V V L J Q D W X U H V D Q G ' L V W U L F W D X W K R U L] D W L other necessary documentation relating thereto. Regarding Contractor change order requests, the Consultant shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The Consultant shall provide to the Architect a copy of each change order request, and the Consultant shall, in its evaluati R Q V R I W K H & R Q W U D F W R U ¶ V U H T X H V W Architect's comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the Consultant may be aware.

g. Quality control. Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the Contractor that does not conform to the requirements of the Construction Documents.

n. Conduct weekly coordination meetings with Contractor and distribute meeting minutes. Develop 3-week short internal schedules (SIS) for use in each weekly meeting.
o. Continuous daily on- V L W H U H S U H V H Q W D W L R Q W R R E V H U Y H & R Q W U conformance with

the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications.

aa. Maintain on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record G R F X P H Q W V D Q G U H Y L V L R Q V Z K L F K D U L V H R X W R I & R Q W U drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contract or work. Make all records available to the District. At the completion of the Project, deliver all such U H F R U G V D Q G ³ D V E X L O W ´ S O D Q V W R W K H District.

bb. Construction progress photos/videos.

cc. Consultant shall assist the District in obtaining approvals and permits from all authorities having jurisdiction over the Project. The Consultant shall also verify that all required permits, bonds, and insurance have been obtained from the Contractor.

dd. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the construction budget.

ee. Consultant shall be responsible for reviewing & R Q W U D F W R U ¶ V V D I H W \ S U R J U D

POST CONSTRUCTION PHASE: , P P H G L D W H O \ X S R Q W K H ' L V W U L F W ¶ V D Q C of completion of the Project, and in addition to any additional submittals required by the Agreement, collect and submit the following close-out documentation to the District:

a. Operations and maintenance data for equipment as required by the Contract Documents for the project.
b. Warranties for equipment put into service.
c. Tools, spare parts and maintenance materials.
d. A list of Construction Contractor, Vendors, and Materialmen of every tier providing services, equipment, and/or materials in connection with the Project in a formal, adequately bound, catalogued form, including the names, addresses, telephone numbers and fax numbers of such persons, and shall fu-4(si)6(t)-4(he)13(r)-3( )-4(i)5(ncl)6(u)13osto

personally provide all services as set forth in this Agreement unless otherwise agreed to by prior written agreement. Should Wayne Sjolund be unable at any time to perform the duties described herein, District shall have the right to approve a new designated representative of Consultant or to terminate this Agreement. District reserves the right to require that any designated representative or representatives of Consultant who proves

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required herein, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Consultant to the District, or District may deduct the premium from any monies owing to Consultant under this Agreement.

2. Automobile insurance covering claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance and/or use of any motor vehicle, with a combined single limit of not less than $1,000,000 per accident.

3. Errors and omissions insurance covering the services furnished by Consultant pursuant to this Agreement, providing for coverage on per occurrence basis for a minimum of One Million Dollars ($1,000,000.00). The insurance policy shall not contain a provision providing for any deductible greater than Fifty Thousand Dollars ($50,000.00).

17. WORK STANDARDS:
The conduct and control of the work to be performed by Consultant, under the Agreement, shall lie solely with the Consultant. Consultant shall perform services for the District in accordance with currently approved methods and ethical standards applicable to its professional capacity. Consultant shall be free to practice its profession, for others, during those periods when it is not performing work, under this Agreement, for the District.

18. FURNISHING OF MATERIALS AND EQUIPMENT:
All materials and equipment needed by Consultant to carry out the work to be performed by Consultant, under this Agreement, shall be furnished by Consultant, at its expense, except that District shall be responsible for those items as set forth in Article 5 above.

19. CALLBACKS:
It is understood and agreed that Consultant shall not be responsible for callbacks or other concerns related to implied or expressed workmanship or product liability more than 60 days after Project acceptance by District except as otherwise set forth herein. Notwithstanding anything contained herein to the contrary, Consultant shall be fully responsible for performance of the terms and conditions of this Agreement.

20. RIGHT OF EMPLOYER TO SUPERVISE AND INSPECT:
Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be V X E M H F W W R W K H ' L V W U L F W ¶ V J H Q H U D O U L J K W R I L Q V S H F W L Q V S H F W L R Q D Q G V X S H U Y L V L R Q W K U R X J K ' L V W U L F W ¶ V 3 U R M to secure the satisfactory completion thereof in accordance with project plans and specifications.

21. LIMITATION ON DELEGATION OF PERSONAL SERVICES BY CONSULTANT:
The work and services provided herein shall be performed by those principals, officers and employees of Consultant mutually agreed to by District in writing.

22. CONFLICT OF INTEREST:
The Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest.

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February 15, 2018