

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: September 20, 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 (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

LCAP Goal(s): Safe, Emotional Healthy, Engaged Students; Operational Excellence

Documents Attached:

1. Grants*nMG [(4.)-6.7()]TJ 0.007 Tw 1.12 0 Td [(N)2.6(ot)-6.6(i)2.6(c)-2(es)8.9(o)10.5(f)-6.6(C)2.6(om)-6

Grant Award Notification

GRANTEE NAME AND ADDRESS

Sacramento City Unified School District
 P.O. Box 246870
 Sacramento, CA 95824-6870

CDE GRANT NUMBER

FY	PCA		Suffix
18	23761	67439	01

Attention

Jorge Aguilar, Superintendent

Program Office

Sacramento City Unified SELPA 3412

**STANDARDIZED ACCOUNT
 CODE STRUCTURE**

COUNTY

34

[REDACTED]

Name of Grant Program

2018-19 Part C, Early Education Programs

0663

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency	Amendment Amount	Total	Amend No.	
				\$139,420	\$139,420	7/1/2018	6/30/2019

We pleased to inform you that you have been funded for the Part C, Early Education Programs grant.

[REDACTED]



Premier Management Group, Inc.
SA19-00182

- preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify and delineate the Architect's duties, the contractor's responsibilities, the District's responsibilities, the Consultant's responsibilities; and (5) set forth a plan for the administration and coordination of all work on the Project. The plan shall provide for Architect and District review and written acceptance.
- b. Construction Manager shall establish a preliminary construction budget or
 - i. allowance in the format required by District, or if applicable, by the school construction funding agency identified by District, for written approval by the District. The purpose of the cost estimate is to show probable cost in relation to District's budget. If Construction Manager perceives site considerations, which render the Project expensive or cost prohibitive, Construction Manager shall disclose such conditions in writing to District immediately. Construction Manager shall provide a preliminary written time schedule for the performance of work on the Project. This master schedule shall specify the proposed starting and finishing dates and the dates by which certain construction activities must be complete. The Consultant shall submit the master schedule to the District for written acceptance and update the master schedule, as appropriate or at least on a monthly basis for District's acceptance.
 - c. Consultant shall conduct periodic Project meetings attended by the District, Architect and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress.

BIDDING PHASE

- a. Conduct a pre-bid walk with potential bidders, if required by the bidding documents.
- b. Conduct post-bid interview with successful bidder prior to start of work.

CONSTRUCTION PHASE:

The Construction Phase of the Project will commence with the award of the construction contract and will end sixty (60) days after acceptance of the Project by the District, as indicated by recording the Notice of Completion with the Sacramento County Recorder; provided that the Project Manager shall continue to be subject to certain construction phase services of the Consultant, as set forth in this Agreement, which extend beyond the expiration of the set sixty (60) day period.

- a. Provide general project management, including administrative, management, and related services as required to coordinate work of the contractor with any other contractor and with the activities and responsibilities of the Consultant, the District, and the Architect to complete the Project in accordance with the Project's plans and specifications, as well as the District's cost, time, and quality objectives. The Consultant shall be the party to whom all information shall be submitted.
- b. Require and review Master CPM construction schedule. Compare Contractor schedule with the schedule of any other contractor to determine if they result in a coordinated construction schedule. Require updates of schedule monthly. Prepare and distribute periodic reports that compare actual progress with scheduled progress. This evaluation shall serve as data for revision of the construction schedule report that shall be prepared and distributed to the Contractor, the District and the Architect by the Consultant. The construction schedule report shall be periodically updated to show current conditions as the work progresses. The report shall indicate actual progress compared to scheduled progress, and shall serve as the basis for progress payments to the Contractor.
- c. Material procurement consultation and advice, including recommending a schedule for
 - i. the District's purchase of materials and equipment requiring long lead time procurement.
 - ii. Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project until such items are incorporated into the Project.
- d. Shop drawings and submittals review in cooperation with the Architect.
- e. Progress payment review, including preparing and distributing the progress payments.
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- p. Consultant shall demand that Contractor provide recovery schedules where appropriate and recommend appropriate steps to take if Contractor either does not provide such schedules or the schedules are not realistic. Recovery schedules shall reflect the correct action and extraordinary efforts Contractor shall undertake to recapture lost time and shall be distributed to Architect and Project Manager.
- q. Keep records of construction progress and time schedules. Advise Contractor and District of any deviations from the time schedule that could delay timely completion and occupancy of Project. Maintain daily log documenting daily progress by trade and building as well as problems and delays. The daily log will include, but not be limited to, the weather, Contractor's staffing, work accomplished, problems encountered, rejection of material or work and other similar relevant data as the District may require.
- r. Review and respond, in cooperation with the Architect, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the Contractor for compliance with design and specifications, and ensure timely and uninterrupted progress of the work.
- s. Make offsite observations of fabricated materials and equipment within a one-hour radius. Observations outside of a sixty-mile radius will be billed on a time and materials basis.
- t. Advise regarding the amounts recommended to satisfy and assess liquidated damages, stop notices or other requirements of the construction contract documents.
- u. Analyze and advise District in cooperation with the Architect as to acceptability of test reports, methods, materials, equipment and systems.
- v. Review and advise District in cooperation with the Architect as to the acceptability of substitutions proposed by the Contractor.
- w. Review materials submitted by Contractor and assemble for and provide to District written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the Contractor and subcontractors in accordance with the Construction Documents.
- x. Use best efforts to achieve satisfactory performance from the Contractor. Consultant shall determine, through routine on-site inspections, that the work of the Contractor is being performed in accordance with the requirements of the Construction Documents in order to guard the District against defects and deficiencies in the work.
- y. When appropriate, advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the Contractor notice to recover progress on the schedule when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- z. Determine in general that the work of Contractor is being performed in accordance with the requirements of the Contractor's contract. Use best efforts to protect the District against defects and deficiencies in the work. With Architect and the District, reject work that does not conform to the requirements of the Contractor's contract. Consultant shall consult with the Architect and the District if Contractor requests an interpretation of the meaning or intent of the drawings and specifications, and assist in 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 documents and revisions which arise out of Contractor's contract or work; shop 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 records and "as built" plans to the 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 Contractor's safety program.

POST CONSTRUCTION PHASE: Immediately upon the District's and Architect's approval 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 further include notices as to where pertinent persons can and may be reached for emergency service, including nights, weekends, and holidays.
- e. Final payment consultation and advice.
- f. Change order documentation review, consultation and advice.
- g. Warranty item consultation and advice.
- h. Guarantees consultation and advice.
- i. Filing of as-built documents.
- j. Oversee and coordinate training, demonstrations and commissioning. Consultant shall review the Contractor's checkout of utilities, operational systems, and equipment or readiness and assist in their initial start-up and testing.
- k. Consultant shall also forward all of its documents and plans to the District upon completion of the Project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project. All documents, daily logs, and any other written work product generated by Consultant shall be deemed the sole and exclusive property of District.

Provide advice to District on apparent deficiencies in construction during all warranty periods following acceptance of Project.

3. DESIGNATED REPRESENTATIVE:

District shall have the right to approve the designated representative of Consultant. Wayne Sjolund shall be the designated representative of Consultant who shall 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

4. PROJECT MANAGER:

District has designated Jeff Bozeman as the project manager authorized to act in District's behalf with respect to the Project. Project manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delays in the progress of Consultant's services.

5. DISTRICT RESPONSIBILITY:

Notwithstanding anything contained herein and to the contrary, it is understood and agreed that District is responsible for:

- a. The District shall provide information regarding the requirements of the Project, including its objectives, constraints and criteria, including space requirements and relationships, flexibility and expendability requirements, special equipment and systems and site requirements.
- b. The District shall provide a budget for the Project, based on consultation with the

8. PAYMENT:

District shall pay Consultant the total not to exceed Nine Hundred Five Thousand Dollars (\$905,000) payable in monthly installments based on the number of hours worked provided Consultant shall have submitted a prior monthly report of time spent on the Project to the District. It is understood and agreed that Consultant's hours may vary from month to month but on average will not exceed 160 hours per month except upon prior written agreement by the Parties.

District shall pay Consultant in accordance with its usual and customary accounts payable practices and payment cycles. In addition, Consultant shall be reimbursed for all pre-approved, in writing, travel and out-of-pocket expenses incurred on behalf of District while away from Consultant's principle place of business, as defined in Article 6 of this Agreement.

District will reimburse Consultant for all reasonable costs ("Reimbursable Costs)" not otherwise anticipated under this Agreement that are necessarily incurred by Consultant in the proper performance of its services under this Agreement. Any Reimbursable Costs shall be subject to the District's prior written approval. Payment of allowable Reimbursable Costs shall be made within thirty (30) days upon receipt and approval of Consultant's invoice(s).

9. TRANSPORTATION:

For transportation by automobile out of the Sacramento area, Consultant shall be reimbursed at the rate of \$.55 per mile.

10. TERM:

The initial term of this Agreement shall commence on September 4, 2018 and shall continue until the Project is completed. It is understood services as provided herein will generally begin one month prior to the start of construction and end, except as otherwise stated herein, 60 days after acceptance by the District of the Project as reflected in the recording of the Notice of Completion. This Agreement may be extended upon mutual agreement of the Parties.

11. TERMINATION:

District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement. In the event of early termination, the Consultant shall be compensated for all services satisfactorily performed to the termination date and any services pre-authorized by District in writing to wind up Consultant's services; provided however, District shall not be liable to pay more than the total amount of the Agreement. Upon receipt of a notice of termination, Consultant shall promptly discontinue all services affected, unless the notice directs otherwise.

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 Consultant's possession or under Consultant's control related to the services Consultant has performed on behalf of the District regarding the Project.

- 24. OTHER PROVISIONS OF LAW:**
Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
- 25. APPROVAL OR RATIFICATION BY BOARD OF EDUCATION:**
This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, in compliance with the provisions of Education Code section 17604, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2427.
- 26. SUCCESSORS AND ASSIGNS.** The District and the Consultant, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Consultant shall not assign or transfer any interest in this Agreement without the written consent of District.
- 27. SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 28. AMENDMENTS.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.
- 29. EXECUTION BY FACSIMILE OR IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 30. INTERPRETATION.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
- 31. 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: _____

John Quinto
Chief Business Officer

Date



Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of September 17, 2018 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and Nielsen Inspection Services, Inc., an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

RECITALS:

A. DISTRICT intends to construct Core Academic Renovations at American Legion High School, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which



the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR



Nielsen Inspection Services, Inc.
SA19-00206



Comprehensive General Liability

Personal Injury:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:

\$1,000,000 Each Person/Occurrence

Property Damage:



ARTICLE 14: NONDISCRIMINATION

