SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item#10.1a

Meeting Date: March 19, 2015

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:

Fi1. Grants, Entitlements, and Other Income Agreements
2. **Other Agreements**
3. **Recommended Bid Awards Facilities Projects**

Estimated Time of Presentation: N/A
Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Kimberly Teague, Contract Specialist
Approved by: José L. Banda, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

Contractor	Description	Amount
ADULT EDUCATION		
A15-00001.1 Sacramento Employment & Training Agency (SETA)	7/1/14 – 6/30/15: Increase to Grant funding for Workforce Investment Act. Adult, Dislocated Worker, and CALWorks funds to provide Vocational English as a Second Language, Adult Basic Education GED, and Occupational Skills Sector Initiatives. The programs supported by these funds improve employment opportunities, and provide training, literacy, and vocational rehabilitation to community adults. Achievement in Adult Basic Education, English as a SecIt Bas for future funding opportuniies.	$12,500 No Match New Grant Total = $855,100

CHILD DEV9.67([(EL)-7.4(O)-9.1(PM)-26.4(EN)-4.9(T)]TJ ET Q q 59.4 488.28 493.2 11.52 re W n BT 9

EXPENDITURE AND OTHER AGREEMENTS

Contractor	Description	Amount
FACILITIES SUPPORT SERVICES		
SA15-00518 Premier Management Group, Inc.	3/1/15 – Completion of Services. Construction Management Services as needed for the Asphalt Overlay Project at Rosa Parks K-8 school (Emergency Repair Program Project).	$131,410 Emergency Repair Program Funds
SA15-00535 Premier Management Group, Inc.	3/1/15 – Completion of Services. Construction Management Services as needed for the AC Paving Project at Sacramento Charter High School – East Parking Lot (Emergency Repair Program Project).	$113,163 Emergency Repair Program Funds
SA15-00537 Premier Management Group, Inc.	3/1/15 – Completion of Services. Construction Management Services as needed for the AC Emergency Repair Program Funds	

[redacted]

CONSTRUCTION MANAGEMENT CONTRACT

This Contract is made on this 1st day of March, 2015 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as ³ ' L V W U L F W ´ Premier Management Group, Inc. U H I H U U H G W R ´ D Construction ³ ´ ³ ´ R Q V X O W D Q W 0 D Q D J H U ´

RECITALS

WHEREAS, District is in the process of constructing an Asphalt Overlay at the playground area on its premises located at Rosa Parks K-8 School, Sacramento, California; and

WHEREAS, District is in need of Construction Project Management Services in relation to contract bidding, design coordination, construction coordination, expenditures, project 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 SB-50 and the Education Facilities Bond, Proposition 47, and that required by Government Code section 4529.5 and technical and financial resources to undertake the performance and obligations of the Construction Project Management Services required herein; and

WHEREAS, Consultant is licensed and/or registered as defined in the State of California Government Code section 4525(e); and

WHEREAS, District may contract with any persons for the furnishing to the District of special services and advice as described above pursuant to California Education Code 35160 and 35160.1; and Government Code 53060, and may contract for Construction Project Management Services pursuant to Government Code 4526.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual acts and promises as contained herein, it is agreed by and between the District and Consultant as follows:

1. PROJECT:
   Consultant services, as provided herein, are for and limited to all phases of construction and Asphalt Overlay at the playground area on its premises located at Rosa Parks K-8 School, 2250 68th Avenue, Sacramento, California. Agreement shall include any 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 SB-50 and the Education Facilities Bond, Proposition 47, and of any other governmental agency with authority pertaining to

SCHEMATIC DESIGN PHASE

a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shall: (1) provide a 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 F R Q W U D F W R U ¶ V U H V S R Q V L E L O L W L H V W K H ' L V W U L F W 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 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 R I W K H F R V W H V W L P D W H L V W R V K R Z S U R E D E O H F R V W 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 R Q D P R Q W K O \ E D V L V I R U ' L V W U L F W ¶ V D F F H S W D Q F H

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. The Consultant shall prepare and distribute minutes of these meetings to the District, Architect, and others in attendance.

d. Consultant shall assist the District in preparing documents concerning the construction budget for use in obtaining or reporting on Project funding.

DESIGN DEVELOPMENT PHASE

a. Construction Manager shall provide District an updated estimate of construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the construction budget. Consultant shall prepare a Project and construction budget based on the separate divisions of the work required for the Construction Manager-General Contract. Consultant shall revise

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 C 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 F R P S O H W L R Q R I W K H 3 U R M H F W G H O L Y H U D O O V X F K U

ab. Construction progress photos/videos.

ac. 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.

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

ae. & R Q V X O W D Q W V K D O O E H U H V S R Q V L E O H I R U U H Y L H Z L Q

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 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 when said 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.

3. DESIGNATED REPRESENTATIVE:
District shall have the right to approve the designated representative of Consultant. Wayne Sjolund

Con V X O W D Q W ¶ V V H U Y L F H V S U R Y L G H G K R Z H Y H U ' L V W U L F
amount of the Agreement. Upon receipt of a notice of termination, Consultant shall promptly discontinue all services affected, unless the notice directs otherwis

Upon termination of this Agreement as provided herein, Consultant shall promptly provide D Q G G H O L Y H U W R ' L V W U L F W D O O I L O H V Q R W H V Z U L W L
S R V V H V V L R Q R U X Q G H U & R Q V X O W D Q W ¶ V Consultant 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 proje

acae andlocafa thingnconainted is ti(s Agef)6(e)4mhebef

Arc(r)- shaf 6c(li)-3foerand is acornce with ale

general aggregate limit of not less than $2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents as an additional insured and such policy shall be primary, and any insurance carried by District shall be excess and non-contributory. If Consultant fails to procure the necessary insurance and pay the premium therefore, and the same 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). If Construction Management services are rendered under this Agreement, such insurance shall be carried and continued by Consultant for a period of three (3) years following the date the Notice of Completion is recorded for the Project.

4. Insurance coverin

23. WRITTEN NOTICE:
All communications regarding this Agreement shall be sent to Consultant at 1331 Riverside Avenue, Roseville, California, unless notified to the contrary and to District at Contracts Office, 5735 47th Avenue, unless notified to the contrary.

Any written notice hereunder shall become effective as of the date of personal service or mailing by registered or certified or overnight mail and shall be deemed sufficiently given if delivered or sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24. GOVERNING LAW:
This Agreement shall be governed by the laws of the State of California and venue shall be appropriate in the appropriate Superior Court in Sacramento County, California. Consultant shall perform all services hereunder in accordance with all applicable governmental laws, rules and regulations.

25. OTHER PROVISIONS OF LAW :
Each and 4>> BDC n9>> M, 1 0 ddov,Dc502.03 Tm [( )] TJ ET 2ramn13a-9(c)4(e)-5(with all a

EXHIBIT A

CONSTRUCTION MANAGEMENT CONTRACT

This Contract is made on this 1st day of March, 2015 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as ³ ' L V W U L F W ´ DQG Premier Management Group, Inc. U H I H U U H G W R DV ³&RQVWUXFWLRQ 0 D Q D J H U ´

RECITALS

WHEREAS, District is in the process of replacing the AC Paving in the East Parking Lot at its premises located at Sacramento Charter High School

Proposition 47, and of any other governmental agency with authority pertaining to reimbursement of such funds to the District, all of which shall be deemed incorporated herein by this reference and the Consultant shall be obligated to comply with the same.

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 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 manner with the District's budget and in accordance with the District's schedule for 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, Division of the State Architect, as 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 others to determine the type of information to be reported, the reporting format and the desired frequency for distribution of the various reports;
e. Review of building specifications and scope of work, including any and all Project related contractual obligations owed to District by any third party;
f. Review of all phases and elements of construction for all purposes including the assurance that various construction agreements and elements are properly coordinated, scheduled and assigned in such a way to maximize project efficiency and shall devnd assiding spehall deP <<

In addition, Consultant shall perform the following activities:

SCHEMATIC DESIGN PHASE

a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shal

f.

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 C 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 F R P S O H W L R Q R I W K H 3 U R M H F W G H O L Y H U D O O V X F K U

ab. Construction progress photos/videos.

ac. 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.

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

ae. & R Q V X O W D Q W V K D O O E H U H V S R Q V L E O H I R U U H Y L H Z L Q

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 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 when said 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.
j. Filing of as-built documents.
k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall

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 require that any designated representative or representatives of Consultant who proves not to be satisfactory to the District shall be removed upon written notice from the District.

4. PROJECT MANAGER:
District designated Lori Rubenstein as the Construction Manager to act on District's behalf with respect to the Project. Construction Manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to

,Q WKH SHUIRUPDQFH RI &RQVXOWDQW¶V VHUYLFHV WKH
ZRUN RQ DQ\ JLYHQ GD\ ZLOO EH ZLWKLQ &RQVXOWDQW
Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Generally, the Parties anticipate that Consultant will provide services between 7:30 a.m. and 4:30 p.m., unless otherwise coordinated with the Project Manager, 5 days per week until the project is completed. It is understood and agreed that the estimated total number of hours required by Consultant to complete the required services, shall be approximately 160 hours per month, excluding travel time. If additional hours are required in order to complete the Project, such hours may be authorized but only upon prior written agreement of the Parties.

8. PAYMENT:
District shall pay Consultant the total not to exceed One Hundred Thirteen Thousand, One Hundred Sixty Three and 45/100 Dollars ($113,163.45), payable in monthly installments based on the number of hours worked provided Consultant shall have submitted a monthly report of time spent on the Project to the District. It is understood and agreed that &RQVXOWDQW¶V KRXUV PD\ YDU\ IURP PRQWK WR PRQWK but 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

Con V X O W D Q W ¶ V V H U Y L F H V S U R Y L G H G K R Z H Y H U ' L V W U L F
amount of the A 0>> BDC BT /F1 12 Tf 005

general aggregate limit of not less than $2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents as an additional insured and such coverage provided by this policy shall be primary, and any insurance carried by District shall be excess and

school site until Contractor provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

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 subject to 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 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 H F W P D Q D J H U dent inspector 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.

Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

Consultant affirms to the best of his/her knowledge, there exists no actual or potential conflict of interest between Consultant ¶ V I D P L O \ E X V L Q H V V R U I L Q D Q F L D O L Q V provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may D U L V H D V D U H V X O W R I V X F K F K D Q J H Z L O O E H E U R X J K W in writing.

CONSTRUCTION MANAGEMENT CONTRACT

This Contract is made on this 1st day of March, 2015 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as ³ ' L V W U L F W ´ D Q G Premier Management Group, Inc. U H I H U U H G W R D V ³ & R Q V X O W D Q W 0 D Q D J H U ´

RECITALS

WHEREAS, District is in the process of replacing the AC Paving at its premises located at Hiram Johnson High School, Sacramento, California; and

WHEREAS, District is in need of Construction Project Management Services in relation to contract bidding, design coordination, construction coordination, expenditures, project 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 and the Education Facilities Bond, Proposition 47, and that required by Government Code section 4529.5 and technical and financial resources to undertake the performance and obligations of the Construction Project Management Services required herein; and

WHEREAS, Consultant is licensed and/or registered as defined in the State of California Government Code section 4525(a); and

WHEREAS, District may contract with any persons for the furnishing to the District of special services and advice as described above pursuant to California Education Code 35160 and 35160.1; and Government Code 53060, and may contract for Construction Project Management Services pursuant to Government Code 4526.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual acts and promises as contained herein, it is agreed by and between the District and Consultant as follows:

1. PROJECT:
   Consultant services, as provided herein, are for and limited to all phases of construction and

In addition, Consultant shall perform the following activities:

SCHEMATIC DESIGN PHASE

a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shal

f. Recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, including potential schedule impacts. Implement change order procedures, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted by the Architect and District authorization, and maintain logs, files, and 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 review the 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

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 C 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 F R P S O H W L R Q R I W K H 3 U R M H F W G H O L Y H U D O O V X F K U

ab. Construction progress photos/videos.

ac. 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.

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

ae. & R Q V X O W D Q W V K D O O E H U H V S R Q V L E O H I R U U H Y L H Z L Q

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 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 when said 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.
j. Filing of as-built documents.
k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall

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 require that any designated representative or representatives of Consultant who proves not to be satisfactory to the District shall be removed upon written notice from the District.

4. PROJECT MANAGER:
District designated Lori Rubenstein as the Construction Manager to act on District's behalf with respect to the Project. Construction Manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to

Con V X O W D Q W ¶ V V H U Y L F H V S U R Y L G H G K R Z H Y H U ' L V W U L F
amount of the A 0>> BDC BT /F1 12 Tf 005

general aggregate limit of not less than $2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents as an additional insured and such coverage provided by this policy shall be primary, and any insurance carried by District shall be excess and

school site until Contractor provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

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 subject to 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 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 H F W P D Q D J H U dent inspector 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.

Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

Consultant affirms to the best of his/her knowledge, there exists no actual or potential conflict of interest between Consultant ¶ V I D P L O \ E X V L Q H V V R U I L Q D Q F L D O L Q V provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may D U L V H D V D U H V X O W R I V X F K F K D Q J H n Z L O O E H E U R X J K W in writing.