# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
# BOARD OF EDUCATION

Agenda Item# 10.1a

**Meeting Date:** June 20, 2013

**Subject:** **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**: Administrative Services

**Recommendation**: Recommend approval of items submitted.

**Background/Rationale**:

**Financial Considerations**: See attached.

**Documents Attached**:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects

**Estimated Time of Presentation:** N/A
**Submitted by:** Ken A. Forrest, Chief Business Officer
Kimberly Teague, Contract Specialist
**Approved by:** Jonathan P. Raymond, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

| Contractor | Description | Amount |
|---|---|---|
| **ACADEMIC OFFICE** | | |
| A13-00119<br>The California Academic Partnership Program (CAPP) | 5/22/13 – 9/30/13: Common Core Capacity Building Grant to be used for the development of the Common Core Demonstration Site Grant for Hiram Johnson and Rosemont High Schools. During the capacity building phase, CAPP will provide technical assistance, one regional meeting, and one cohort convening. | $11,000 each site |

## EXPENDITURE AND OTHER AGREEMENTS

| Contractor | Description | Amount |
|---|---|---|
| **CAPITAL ASSET MANAGEMENT SERVICES** | | |
| SA13-00551, 00552, 00553, 00554, 00555, 00561<br>Cumming Corporation | 5/1/13 – Completion of Services. Construction Management Services for Measure Q Projects that include "Quick Strike" summer projects at all school sites; and Alice Birney Projects (portable relocations and shade structures).<br><br>Strategic Plan: Aligns with Priority III, Organizational Transformation, by improving the facilities in which we teach and learn. | $583,388<br>Measure Q Funds |

## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

| ITEM | SITE/DEPARTMENT | TOTAL VALUE | DISPOSAL METHOD |
|---|---|---|---|
| Computer Equipment | Freeport Children Center<br>Serna Center, Child Dev | None | Recycle |
| Salad Bars (14 each) | Nutritional Services | None | Surplus |
| Buses | Transportation | None | Surplus |

## RECOMMENDED BID AWARDS – FACILITIES PROJECTS

**Bid No. 703-0004** **Lease-Leaseback Agreement for Day Lighting Project at Alice Birney K-8 School**

Results and recommendations will be available at the Board meeting.

**CONSTRUCTION MANAGEMENT CONTRACT BETWEEN**
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
**AND**
**CUMMING CORPORATION**

This Contract is made on this 1st day of May, 2013 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as "District", and Cumming Corporation, referred to as "Consultant" or "Construction Manager."

**RECITALS**

WHEREAS, District is in the process of constructing 1) "Quick Strike" summer projects at school sites in five (5) areas; and 2) Portable Relocations and Shade Structures at Alice Birney K-8 School in 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 work necessary for the completion of District's 1) "Quick Strike" summer projects at school sites in five (5) areas; and 2) Portable Relocations and Shade Structures at Alice Birney K-8 School, hereinafter "Projects," to be located at various District premises in Sacramento, California. "Projects" as used in this Agreement shall include any and all tasks and related activities reasonable and necessary for the construction and completion of the 1) "Quick Strike" summer projects at school sites in five (5) areas; and 2) Portable Relocations and Shade Structures at Alice Birney K-8 School, including acceptance by District. (See Exhibit B for scopes of work)

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, 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 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 manner within the District's budget and in accordance with the District's schedule for 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 – Division of the State Architect, "DSA", where 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;
g. Assist in the distribution and advertisement of solicitation and requests for bids;
h. General construction management and overseeing of all project construction; and
i. Provision of superintendency functions on the job site. Consultant shall, promptly, in writing and consistent with its duty of care, recommend to District and relevant employees of the District findings regarding said Project construction and make suggestions thereon.

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 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 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 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. 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 Project, following the Consultant's review of the Project plans and specifications prepared by the Architect. The Consultant shall review the budget with the District and the Architect and the Consultant shall submit the Project and construction budget to the District for acceptance. The Project and construction budget shall be revised by the Consultant as directed by the District and as necessary to ensure accuracy as changes are made throughout the Project. The proposed Project and construction budget may not be exceeded without prior written approval by District. Consultant shall make recommendations to the District concerning revisions to the Project and construction budget that may result from design changes. Consultant shall prepare 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 construction bidding consultation and advice in cooperation with the Architect.
g. Provide cost evaluations of alternative materials and systems.

**BIDDING PHASE**

a. Conduct a pre-bid walk with potential bidders, if required by the bidding documents.
b. Conduct pre-award conferences with successful contractor bidder.
c. Assist the District in preparing the contractor bid package and/or contract, if requested.
d. Evaluate all bids received and make recommendations through the District for award of contract or rejection of bids.

**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 the District's purchase of materials and equipment requiring long lead time procurement. 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 payment reports. The reports shall state the total contract price, payment to date, current payment requested, retainage, and amounts owed. A portion of this report shall be a recommendation of payment that shall be signed by the Consultant and delivered to the District for use by the District in making payments to the Contractor.

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, prepare and sign change orders for the Architect's and Contractor's signatures 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, in its evaluations of the Contractor's requests, consider 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 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 Contractor to carry out work in accordance with the Construction Documents so long as Consultant has used all available means and undertaken good-faith efforts to secure the performance of the Contractor in accordance with the Construction Documents.

h. Testing and inspection review. Consultant shall assist the District in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Consultant shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Architect.

i. Agency approval's consultation and advice.

j. Project close-out consultation and advice. Consultant shall determine, after consulting with District and Architect, when the Project and the Contractor's remaining work consists of punchlist items. In consultation with the Architect, the Consultant shall prepare a list of incomplete work or work which does not conform to the requirements of the Construction Documents. The Consultant shall consult with the Architect and the District and shall determine when the Project and the Contractor's work are completed. The Consultant shall issue a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.

k. Provide occupancy consultation and advice, and in reviewing the Master Project Schedule consider the District's occupancy requirements.

l. Conduct a pre-construction meeting with all parties, including Contractor.

m. Participate in periodic meetings with District, Architect and Project Manager to discuss such matters as procedures, progress problems and scheduling.
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-site representation to observe Contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and Master CPM construction schedule.
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.
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. 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.
j. Filing of as-built documents.
k. 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.
l. 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**.** Michael Echelmeier, Senior Project Manager, 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 Michael Echelmeier 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 Jim Dobson, Director of Planning & Construction, 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 Architect, which shall include contingencies for bidding, changes during construction and other costs that are the responsibility of the District.
c. The District shall retain Architect whose services, duties and responsibilities are described in the "Contract for Architectural/Engineering Services, between the District and Architect.
d. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contractor's Contract, the District shall give prompt written notice thereof to Consultant.
e. The District shall make timely payments for all invoices that have been approved by the District, Architect and Consultant.
f. The District shall furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by law or the Contractor's contract.
g. The District shall provide the hook-up for telephone and power for Consultant.

**6. PLACE OF WORK:**

It is understood that Consultant services shall be rendered largely at the various construction sites located throughout the District, and the offices of Cumming Corporation located at 2495 Natomas Park Dr., Ste 640, Sacramento, CA, but the Consultant will, on request, provide services at such other places as designated by the District.

**7. TIME DEVOTED TO WORK:**

Consultant shall perform services described in Article 2 above, as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project, and to avoid any additional costs to District.

In the performance of Consultant's services, the services and the hours the Consultant is to work, on any given day, will be within Consultant's control and District will rely upon 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 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 a not to exceed amount of Five Hundred Eighty Three Thousand, Three Hundred Eighty Eight Dollars ($583,388) for all six separate scopes of work, 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 total approximately 160 hours per month, not to exceed a total of eight hundred (800) hours 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 May 1, 2013 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.

**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, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the Internal Revenue Service.

**13. INDEMNIFICATION:**

Consultant shall defend, indemnify and hold the District, its board members**,** officers, agents and employees harmless from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages and attorney's fees and costs, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Consultant or its agents, employees or subcontractors under this Agreement. Consultant shall reimburse the District for any expenditure the District may make by reason of the matters that are the subject of this indemnification, and if requested by the District, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of Consultant. It is understood and agreed that such indemnification will survive the termination of this Agreement.

**14. INSURANCE:**

Prior to commencement of and during all times that Consultant is providing services pursuant to this Agreement, Consultant shall, at its sole expense, maintain in full force and effect:

1. Commercial general liability insurance coverage for bodily injury, property damage, and personal injury, with policy limits of not less than $1,000,000 per occurrence and a 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 endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If such insurance is not kept in force as 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). If Construction Manager's errors and omissions insurance is in a claims made form, said 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 covering claims under worker's compensation, disability benefits and other similar employee benefit acts that are applicable to the work being performed under this Agreement.

Consultant shall provide written evidence of the above insurance coverage in the form of a certificate of insurance to the District prior to commencement of any work under this Agreement. At the District's request, Consultant shall provide a certified copy of each insurance policy.

Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the District shall have received notification of such cancellation, suspension, reduction, or voided coverage.

**15. FINGERPRINTING REQUIREMENTS**:

District has determined that Contractor's (Consultant) services **will result in limited contact** with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance with District fingerprinting and security requirements. If Contractor is unwilling to comply, Contractor's employees may not enter any school site until Contractor provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

**16. 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.

**17. 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.

**18. 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.

**19. 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 the District's general right of inspection and supervision including the right of inspection and supervision through District's Project manager and independent inspector to secure the satisfactory completion thereof in accordance with project plans and specifications.

**20. 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.

**21. 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's family, business or financial interest and the services 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 arise as a result of such change will be brought to the District's attention in writing.

**22. WRITTEN NOTICE:**
All communications regarding this Agreement shall be sent to Consultant at Michael Echelmeier, Cumming Corp. 2495 Natomas Park Dr., Ste 640, Sacramento, CA 95833; unless notified to the contrary; and to District at Kimberly Teague, Contract Specialist, 5735 47$^{th}$ Avenue, Sacramento, CA 95824, 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.

**23. 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.

**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** | **CUMMING CORPORATION** |
|---|---|
| By:_____ | By: _____ |
| Ken A. Forrest<br>Chief Business Officer | Signature |
| _____ | _____ |
| Date | Print Name/Title |
| | _____ |
| | Date |

# EXHIBIT A

## CONTRACTOR CERTIFICATION

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this contract. The District has also determined that the employees assigned to work at a school site under this contract will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.

2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.

3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.

4. Contractor will immediately report to District any apparent violation of these conditions.

5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall immediately so inform the District and assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

_____ _____

Authorized Signature of Contractor Date

_____

Printed Name/Title

# EXHIBIT B

## SCOPE OF WORK

CUMMING

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
**CUMMING Proposal for Quick Strike and Modernization Projects**
**Area 1**

**June 10, 2013**

Based upon Sacramento City Unified scope and estimated costs for the 2013 summer quick strike and modernization projects we are proposing the following services listed below. All of the projects will be delivered as LLB packages, grouping together school sites based on regional proximity and contractor's capacity. Grouping may be adjusted based on logistics and scopes of work.

1. Phase 1A - Fast track quick strikes.
   - A. School sites will be available after June 13, 2013.
   - B. Commencing September 3, 2013 school site is occupied.
   - C. All work is planned to be completed without submission or approval from DSA with the exception of the over the counter shade structures at.
   - D. Roofing project scopes.
   - E. The following is a Preliminary Schedule based upon September 2013 Occupancy.

| Phase 1A | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | | June | | | | July | | | | Aug | | | |
| | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 |
| Design | | | | | | | | | | | | | | |
| Procurement | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | | | | |

2. Phase 1B – Receiving school modernizations.
   - A. School site will be available after June 13, 2013.
   - B. Portion of work planned is not required for submission to DSA.
   - C. Majority of work will be submitted and approved by DSA by the Architect of record.
   - D. Work will be performed during summer and school year of 2013, off hours, holidays or separated by fencing as authorized by District.

| Phase 1B | | | | | | | | | 2014 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Dec |
| Design | | | | | | | | | | | |
| DSA | | | | | | | | | | | |
| Procurement | | | | | | | | | | | |
| Construction | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | |
| DSA Certification | | | | | | | | | | | |

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3. Cumming Program and project Management – Scope of Work
    A. Design phase management, preparation of front end documents, procurement strategy
    B. Establish project controls – Budget, Microsoft project schedule assistance associated with specific scopes for projects. Development of project Scope, Quality assurance
    C. Site scope walks, utility coordination, procurement of non-DSA work
    D. Bid, award and procurement of DSA approved work
    E. Construction on site management, coordination of work, quality assurance
    F. Construction & financial closeout and record document assembly
    G. Assist District with project record documents associated with DSA.
    H. Close out and record document assembly

**Planning Assistance & Program Management**

1. Identify Projects per site to conform to District established budget, with ranking based on Districts Direction.
    A. Draft - Project definition, Scope assembly.

2. Establish Communication plan, Authority matrix, Procurement plan, Roles & responsibility Matrix; coordinate with inspection & testing agencies provided by the District.

3. Establish Specific Project Groups - Scope for each project, to be approved by Bond Manager.
    A. Identify project timeline in detail including design, approvals, construction, occupancy & closeout.
    B. Detail scope and utilize District standard products and design guidelines for projects
    C. Assist with Defining Architect and Consultant deliverables
    D. Present grouping of projects to Bond Manager for approval
    E. Assist District with executing agreements for prequalified Architects – obtain proposals, negotiate agreements for projects, and assist with preparation of agreements for Board approval if needed.
    F. Assist District with prepare/negotiate consultant (IOR/CEQA/Special inspection) agreements for Board approval if needed.
4. Formal cost estimation and budgeting reports can be provided as needed for an additional cost based on an hourly rate of $150.00 per hour.

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**Projects and scope of work included in this proposal: Area 1**

| | |
|---|---|
| A.M. Winn | Exterior Painting at School Entrance Area |
| Abraham Lincoln | Security Cameras |
| Albert Einstein | Security Cameras |
| American Legion | Security Cameras |
| Bret Harte | Digital Marquee |
| Caleb Greenwood | Digital Marquee |
| David Lubin | Reseal and restripe |
| Fr. Keith B Kenny | Digital Marquee |
| Fr. Keith B Kenny | Flooring |
| Fr. Keith B Kenny | Reseal and restripe |
| Fr. Keith B Kenny | Exterior Painting at School Entrance Area |
| Fr. Keith B Kenny | Paint Gang Bathrooms |
| George Washington | Security Cameras |
| Golden Empire | Play area upgrades |
| Hiram Johnson | Fencing and gates |
| Hubert Bancroft | Reseal and restripe |
| Isador Cohen | Security Cameras |
| James Marshall | Digital Marquee |
| Kit Carson | Digital Marquee |
| Mark Twain | Security Cameras |
| O.W. Erlewine | Exterior Painting at School Entrance Area |
| Phoebe Hearst | Exterior Painting at School Entrance Area |
| Rosemont | Security Cameras |
| Sequoia | Security Cameras |
| Sutter | Security Cameras |
| The Met | Security Cameras |
| Theodore Judah | Reseal and restripe |
| Theodore Judah | Exterior Painting at School Entrance Area |
| Theodore Judah | Paint Gang Bathrooms |
| West Campus | Landscaping & Irrigation (L&I) |
| William Land | Security Cameras |
| William Land | Exterior Painting at School Entrance Area |
| William Land | Kitchen ceiling lights |
| William Land | Kitchen ceiling improvements |
| William Land | Landscaping & Irrigation (L&I) |
| William Land | Play area upgrades |
| William Land | Reseal and restripe |
| William Land | Fencing and gates |
| William Land | Paint Gang Bathrooms |
| **Approximate Construction Cost:** | **$809,488** |
| **Cumming Contract amount:** | **$70,830** |

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CUMMING

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
**CUMMING Proposal for Quick Strike and Modernization Projects**
**Area 2**

**June 10, 2013**

Based upon Sacramento City Unified scope and estimated costs for the 2013 summer quick strike and modernization projects we are proposing the following services listed below. All of the projects will be delivered as LLB packages, grouping together school sites based on regional proximity and contractor's capacity. Grouping may be adjusted based on logistics and scopes of work.

1. Phase 1A - Fast track quick strikes.
   A. School site will be available after June 13, 2013.
   B. Commencing September 3, 2013 school site is occupied.
   C. All work is planned to be completed without submission or approval from DSA with the exception of the over the counter shade structures at.
   D. Roofing project scopes.
   E. The following is a Preliminary Schedule based upon September 2013 Occupancy.

| Phase 1A | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | | June | | | | July | | | | Aug | | | |
| | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 |
| Design | | | | | | | | | | | | | | |
| Procurement | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | | | | |

2. Phase 1B – Receiving school modernizations.
   A. School sites will be available after June 13, 2013.
   B. Portion of work planned is not required for submission to DSA.
   C. Majority of work will be submitted and approved by DSA by the Architect of record.
   D. Work will be performed during summer and school year of 2013, off hours, holidays or separated by fencing as authorized by District.

| Phase 1B | | | | | | | | | 2014 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Dec |
| Design | | | | | | | | | | | |
| DSA | | | | | | | | | | | |
| Procurement | | | | | | | | | | | |
| Construction | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | |
| DSA Certification | | | | | | | | | | | |

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CUMMING

3. Cumming Program and project Management – Scope of Work
    A. Design phase management, preparation of front end documents, procurement strategy
    B. Establish project controls – Budget, Microsoft project schedule assistance associated with specific scopes for projects. Development of project Scope, Quality assurance
    C. Site scope walks, utility coordination, procurement of non-DSA work
    D. Bid, award and procurement of DSA approved work
    E. Construction on site management, coordination of work, quality assurance
    F. Construction & financial closeout and record document assembly
    G. Assist District with project record documents associated with DSA.
    H. Close out and record document assembly

**Planning Assistance & Program Management**

1. Identify Projects per site to conform to District established budget, with ranking based on Districts Direction.
    A. Draft - Project definition, Scope assembly.

2. Establish Communication plan, Authority matrix, Procurement plan, Roles & responsibility Matrix; coordinate with inspection & testing agencies provided by the District.

3. Establish Specific Project Groups - Scope for each project, to be approved by Bond Manager.
    A. Identify project timeline in detail including design, approvals, construction, occupancy & closeout.
    B. Detail scope and utilize District standard products and design guidelines for projects
    C. Assist with Defining Architect and Consultant deliverables
    D. Present grouping of projects to Bond Manager for approval
    E. Assist District with executing agreements for prequalified Architects – obtain proposals, negotiate agreements for projects, and assist with preparation of agreements for Board approval if needed.
    F. Assist District with prepare/negotiate consultant (IOR/CEQA/Special inspection) agreements for Board approval if needed.
4. Formal cost estimation and budgeting reports can be provided as needed for an additional cost based on an hourly rate of $150.00 per hour.

**Projects and scope of work included in this proposal: Area 2**

| | |
|---|---|
| Camellia Basic | Digital Marquee |
| Earl Warren | Exterior Painting at School Entrance Area |
| Earl Warren | Reseal and restripe |
| Earl Warren | 2 portables |

CUMMING

| | |
|---|---|
| Earl Warren | Play area upgrades |
| Earl Warren | Fencing and gates |
| Earl Warren | Paint Gang Bathrooms |
| Earl Warren* | Exterior Painting at School Entrance Area |
| Elder Creek | Play area upgrades |
| Peter Burnett | Digital Marquee |
| Peter Burnett | Reseal and restripe |
| Peter Burnett | Roofing |
| Peter Burnett | Exterior Painting at School Entrance Area |
| Peter Burnett | Paint Gang Bathrooms |
| Wil C Wood | Security Cameras |

**Owners Estimated Construction Cost: $991,355**

**Cumming Contract amount: $86,744**

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CUMMING

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
**CUMMING Proposal for Quick Strike and Modernization Projects**
**Area 3**

**June 10, 2013**

Based upon Sacramento City Unified scope and estimated costs for the 2013 summer quick strike and modernization projects we are proposing the following services listed below. All of the projects will be delivered as LLB packages, grouping together school sites based on regional proximity and contractor's capacity. Grouping may be adjusted based on logistics and scopes of work.

1. Phase 1A - Fast track quick strikes.
   A. School site will be available after June 13, 2013.
   B. Commencing September 3, 2013 school site is occupied.
   C. All work is planned to be completed without submission or approval from DSA with the exception of the over the counter shade structures at.
   D. Roofing project scopes.
   E. The following is a Preliminary Schedule based upon September 2013 Occupancy.

| Phase 1A | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | | June | | | | July | | | | Aug | | | |
| | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 |
| Design | | | | | | | | | | | | | | |
| Procurement | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | | | | |

2. Phase 1B – Receiving school modernizations.
   A. School site will be available after June 13, 2013.
   B. Portion of work planned is not required for submission to DSA.
   C. Majority of work will be submitted and approved by DSA by the Architect of record.
   D. Work will be performed during summer and school year of 2013, off hours, holidays or separated by fencing as authorized by District.

| Phase 1B | | | | | | | | | 2014 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Dec |
| Design | | | | | | | | | | | |
| DSA | | | | | | | | | | | |
| Procurement | | | | | | | | | | | |
| Construction | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | |
| DSA Certification | | | | | | | | | | | |

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CUMMING

3. Cumming Program and project Management – Scope of Work
    A. Design phase management, preparation of front end documents, procurement strategy
    B. Establish project controls – Budget, Microsoft project schedule assistance associated with specific scopes for projects. Development of project Scope, Quality assurance
    C. Site scope walks, utility coordination, procurement of non-DSA work
    D. Bid, award and procurement of DSA approved work
    E. Construction on site management, coordination of work, quality assurance
    F. Construction & financial closeout and record document assembly
    G. Assist District with project record documents associated with DSA.
    H. Close out and record document assembly

**Planning Assistance & Program Management**

1. Identify Projects per site to conform to District established budget, with ranking based on Districts Direction.
    A. Draft - Project definition, Scope assembly.

2. Establish Communication plan, Authority matrix, Procurement plan, Roles & responsibility Matrix; coordinate with inspection & testing agencies provided by the District.

3. Establish Specific Project Groups - Scope for each project, to be approved by Bond Manager.
    A. Identify project timeline in detail including design, approvals, construction, occupancy & closeout.
    B. Detail scope and utilize District standard products and design guidelines for projects
    C. Assist with Defining Architect and Consultant deliverables
    D. Present grouping of projects to Bond Manager for approval
    E. Assist District with executing agreements for prequalified Architects – obtain proposals, negotiate agreements for projects, and assist with preparation of agreements for Board approval if needed.
    F. Assist District with prepare/negotiate consultant (IOR/CEQA/Special inspection) agreements for Board approval if needed.
4. Formal cost estimation and budgeting reports can be provided as needed for an additional cost based on an hourly rate of $150.00 per hour.

**Projects and scope of work included in this proposal: Area 3**

| | |
|---|---|
| Ethel Baker | Kitchen - Install new secured roll up doors. |
| Ethel Baker | Exterior Painting at School Entrance Area |
| Ethel Baker | Reseal and restripe |
| Ethel Baker | Portable Relocation |

CUMMING

| | |
|---|---|
| Ethel Baker | Paint Gang Bathrooms |
| Ethel Phillips | Reseal and restripe |
| Ethel Phillips | Reseal and restripe |
| Ethel Phillips | Roofing |
| Ethel Phillips | Exterior Painting at School Entrance Area |
| Ethel Phillips | Paint Gang Bathrooms |
| Hollywood Park | Play area upgrades |
| Hollywood Park | Roofing |
| Hollywood Park | Swing gates and fencing |
| Hollywood Park | Flooring |
| Hollywood Park | Reseal and restripe |
| Hollywood Park | Digital Marquee |
| Hollywood Park | Exterior Painting at School Entrance Area |
| Hollywood Park | Paint Gang Bathrooms |
| Luther Burbank | Security Cameras |
| Nicholas | Play area upgrades |
| Oak Ridge | Reseal and restripe |
| Oak Ridge | Exterior Painting at School Entrance Area |
| Oak Ridge | Reseal and restripe |
| Oak Ridge | Paint Gang Bathrooms |
| Pacific | Security Cameras |
| Pacific | Exterior Lighting |
| Pacific | Reseal and restripe |
| Pacific | Reseal and restripe |
| Pacific | Install Portable Restroom including drinking fountain, and upgrading water to new restroom. |
| Pacific | Install new bark box |
| Pacific | Play area upgrades |
| Pacific | Roofing |
| Pacific | Exterior Painting at School Entrance Area |
| Pacific | Paint Gang Bathrooms |

**Owners Estimated Construction Cost:** **$2,009,228**

**Cumming Contract amount:** **$175,807**

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CUMMING

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
**CUMMING Proposal for Quick Strike and Modernization Projects**
**Area 4**

**June 10, 2013**

Based upon Sacramento City Unified scope and estimated costs for the 2013 summer quick strike and modernization projects we are proposing the following services listed below. All of the projects will be delivered as LLB packages, grouping together school sites based on regional proximity and contractor's capacity. Grouping may be adjusted based on logistics and scopes of work.

1. Phase 1A - Fast track quick strikes.
   A. School site will be available after June 13, 2013.
   B. Commencing September 3, 2013 school site is occupied.
   C. All work is planned to be completed without submission or approval from DSA with the exception of the over the counter shade structures at.
   D. Roofing project scopes.
   E. The following is a Preliminary Schedule based upon September 2013 Occupancy.

| Phase 1A | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | | June | | | | July | | | | Aug | | | |
| | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 |
| Design | | | | | | | | | | | | | | |
| Procurement | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | | | | |

2. Phase 1B – Receiving school modernizations.
   A. School site will be available after June 13, 2013.
   B. Portion of work planned is not required for submission to DSA.
   C. Majority of work will be submitted and approved by DSA by the Architect of record.
   D. Work will be performed during summer and school year of 2013, off hours, holidays or separated by fencing as authorized by District.

| Phase 1B | | | | | | | | | 2014 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Dec |
| Design | | | | | | | | | | | |
| DSA | | | | | | | | | | | |
| Procurement | | | | | | | | | | | |
| Construction | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | |
| DSA Certification | | | | | | | | | | | |

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3. Cumming Program and project Management – Scope of Work
    A. Design phase management, preparation of front end documents, procurement strategy
    B. Establish project controls – Budget, Microsoft project schedule assistance associated with specific scopes for projects. Development of project Scope, Quality assurance
    C. Site scope walks, utility coordination, procurement of non-DSA work
    D. Bid, award and procurement of DSA approved work
    E. Construction on site management, coordination of work, quality assurance
    F. Construction & financial closeout and record document assembly
    G. Assist District with project record documents associated with DSA.
    H. Close out and record document assembly

**Planning Assistance & Program Management**

1. Identify Projects per site to conform to District established budget, with ranking based on Districts Direction.
    A. Draft - Project definition, Scope assembly.

2. Establish Communication plan, Authority matrix, Procurement plan, Roles & responsibility Matrix; coordinate with inspection & testing agencies provided by the District.

3. Establish Specific Project Groups - Scope for each project, to be approved by Bond Manager.
    A. Identify project timeline in detail including design, approvals, construction, occupancy & closeout.
    B. Detail scope and utilize District standard products and design guidelines for projects
    C. Assist with Defining Architect and Consultant deliverables
    D. Present grouping of projects to Bond Manager for approval
    E. Assist District with executing agreements for prequalified Architects – obtain proposals, negotiate agreements for projects, and assist with preparation of agreements for Board approval if needed.
    F. Assist District with prepare/negotiate consultant (IOR/CEQA/Special inspection) agreements for Board approval if needed.
4. Formal cost estimation and budgeting reports can be provided as needed for an additional cost based on an hourly rate of $150.00 per hour.

**Projects and scope of work included in this proposal: Area 4**

| | |
|---|---|
| Arthur A Benjamin/ Health prof | Digital Marquee |
| Bowling green | Digital Marquee |
| California | Security Cameras |
| Caroline Wenzel | Digital Marquee |

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CUMMING

| | |
|---|---|
| CK McClatchy | Security Cameras |
| Crocker Riverside | Fencing and gates |
| Fern Bacon | Exterior lighting |
| Genevieve Didion | Security Cameras |
| H.W. Harkness | Security Cameras |
| H.W. Harkness | Reseal and restripe |
| H.W. Harkness | Exterior Painting at School Entrance Area |
| H.W. Harkness | Paint Gang Bathrooms |
| John Cabrillo | Digital Marquee |
| John F Kennedy | Security Cameras |
| John Morse | Multi Room renovation |
| Leataata- Jedediah. | Fencing and gates |
| Leonardo Da Vinci | Play Area Upgrades |
| Pony Express | Security Cameras |
| Sac New Tech | Reseal and restripe |
| Sam Brannon | Reseal and restripe |
| School of Eng and Sci. | Fencing and gates |
| Woodbine | Fencing and gates |

**Approximate Construction Cost:** **$786,400**

**Cumming Contract amount:** **$68,810**

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CUMMING

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
**CUMMING Proposal for Quick Strike and Modernization Projects**
**Area 5**

**June 10, 2013**

Based upon Sacramento City Unified scope and estimated costs for the 2013 summer quick strike and modernization projects we are proposing the following services listed below. All of the projects will be delivered as LLB packages, grouping together school sites based on regional proximity and contractor's capacity. Grouping may be adjusted based on logistics and scopes of work.

1. Phase 1A - Fast track quick strikes.
   A. School site will be available after June 13, 2013.
   B. Commencing September 3, 2013 school site is occupied.
   C. All work is planned to be completed without submission or approval from DSA with the exception of the over the counter shade structures at.
   D. Roofing project scopes.
   E. The following is a Preliminary Schedule based upon September 2013 Occupancy.

| Phase 1A | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | | June | | | | July | | | | Aug | | | |
| | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 |
| Design | | | | | | | | | | | | | | |
| Procurement | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | | | | |

2. Phase 1B – Receiving school modernizations.
   A. School site will be available after June 13, 2013.
   B. Portion of work planned is not required for submission to DSA.
   C. Majority of work will be submitted and approved by DSA by the Architect of record.
   D. Work will be performed during summer and school year of 2013, off hours, holidays or separated by fencing as authorized by District.

| Phase 1B | | | | | | | | | 2014 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Dec |
| Design | | | | | | | | | | | |
| DSA | | | | | | | | | | | |
| Procurement | | | | | | | | | | | |
| Construction | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | |
| DSA Certification | | | | | | | | | | | |

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3. Cumming Program and project Management – Scope of Work
    A. Design phase management, preparation of front end documents, procurement strategy
    B. Establish project controls – Budget, Microsoft project schedule assistance associated with specific scopes for projects. Development of project Scope, Quality assurance
    C. Site scope walks, utility coordination, procurement of non-DSA work
    D. Bid, award and procurement of DSA approved work
    E. Construction on site management, coordination of work, quality assurance
    F. Construction & financial closeout and record document assembly
    G. Assist District with project record documents associated with DSA.
    H. Close out and record document assembly

**Planning Assistance & Program Management**

1. Identify Projects per site to conform to District established budget, with ranking based on Districts Direction.
    A. Draft - Project definition, Scope assembly.

2. Establish Communication plan, Authority matrix, Procurement plan, Roles & responsibility Matrix; coordinate with inspection & testing agencies provided by the District.

3. Establish Specific Project Groups - Scope for each project, to be approved by Bond Manager.
    A. Identify project timeline in detail including design, approvals, construction, occupancy & closeout.
    B. Detail scope and utilize District standard products and design guidelines for projects
    C. Assist with Defining Architect and Consultant deliverables
    D. Present grouping of projects to Bond Manager for approval
    E. Assist District with executing agreements for prequalified Architects – obtain proposals, negotiate agreements for projects, and assist with preparation of agreements for Board approval if needed.
    F. Assist District with prepare/negotiate consultant (IOR/CEQA/Special inspection) agreements for Board approval if needed.
4. Formal cost estimation and budgeting reports can be provided as needed for an additional cost based on an hourly rate of $150.00 per hour.

**Projects and scope of work included in this proposal: Area 5**

| | |
|---|---|
| Capitol City Schools | Security Cameras |
| Cesar Chavez/ Kemble | Security Cameras |
| John Bidwell | Security Cameras |
| John D Sloat Basic | Exterior Painting at School Entrance Area |

CUMMING

| | |
|---|---|
| John Still East | Landscaping & Irrigation (L&I) |
| Martin Luther King | Security Cameras |
| Matsuyama | Digital Marquee |
| Parkway | Security Cameras |
| Rosa Parks | Landscaping & Irrigation (L&I) |
| Rosa Parks | Split one of the I wing classrooms into 2 rooms |
| Rosa Parks | Upgrade H-Wing to meet requirements for kinder and preschool |
| Rosa Parks | CD: Room H19 playground, blacktop, fencing, install shed |
| Rosa Parks | Exterior Painting at School Entrance Area |
| Rosa Parks | Paint Gang Bathrooms |
| Susan B Anthony | Play Area Upgrades |

**Approximate Construction Cost:** **$790,820**

**Cumming Contract amount:** **$69,197**

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CUMMING

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
**CUMMING Proposal Alice Birney Projects**

**June 10, 2013**

Based upon Sacramento City Unified scope and estimated costs for the Summer Alice Birney projects we are proposing the following services listed below. The project will be delivered as LLB package based on HMR construction documents.

1. Phase 1
   - A. School site will be available after June 13, 2013.
   - B. Commencing September 3, 2013 school site is occupied.
   - C. All work is planned to be completed without submission or approval from DSA with the exception of the over the counter shade structures at.
   - D. Roofing project scopes.
   - E. The following is a Preliminary Schedule based upon September 2013 Occupancy.

| Phase 1A | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task / Months | May | | June | | | | July | | | | Aug | | | |
| | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 | wk 1 | wk 2 | wk 3 | wk 4 |
| Design | | | | | | | | | | | | | | |
| Procurement | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | |
| Training & Closeout | | | | | | | | | | | | | | |

2. Cumming Program and project Management – Scope of Work
   - A. Design phase management, preparation of front end documents, procurement strategy
   - B. Establish project controls – Budget, Microsoft project schedule assistance associated with specific scopes for projects. Development of project Scope, Quality assurance
   - C. Site scope walks, utility coordination, procurement of non-DSA work
   - D. Bid, award and procurement of DSA approved work
   - E. Construction on site management, coordination of work, quality assurance
   - F. Construction & financial closeout and record document assembly
   - G. Assist District with project record documents associated with DSA.
   - H. Close out and record document assembly

**Planning Assistance & Program Management**

1. Identify Projects per site to conform to District established budget, with ranking based on Districts Direction.

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1. Identify Projects per site to conform to District established budget, with ranking based on Districts Direction.
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    F. Assist District with prepare/negotiate consultant (IOR/CEQA/Special inspection) agreements for Board approval if needed.
4. Formal cost estimation and budgeting reports can be provided as needed for an additional cost based on an hourly rate of $150.00 per hour.

**Projects and scope of work included in this proposal:**

Alice Birney  Portable relocations and shade structures

| | |
|---|---|
| **Owners Estimated Construction Cost:** | **$1,400,000** |
| **Cumming Contract amount:** | **$112,000** |

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