



- 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 :

Financial Considerations : See attached.

LCAP Goal(s) : Safe, Clean and Healthy Schools

Documents Attached :

1. 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
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BIDDER	BIDDER LOCATION	AMOUNT
California Pavement Maintenance	Sacramento	\$142,395
Biondi Paving	Sacramento	\$162,030
BRCO Constructors	Loomis	\$143,000
Martin Brothers Construction	Sacramento	\$175,505
Sierra Asphalt	Rancho Cordova	\$171,050
Sierra National Asphalt	Carmichael	\$154,000

Bid No: 0390-411-0216, AC Paving Replacement at Woodbine ES  
 Bids received: April 15, 2016  
 Recommendation: Award to BRCO Constructors  
 Funding Source: Emergency Repair Program Funds

BIDDER	BIDDER LOCATION	AMOUNT
BRCO Constructors	Loomis	\$129,800 (Tie broken by coin flip per PCC 20117)
Sierra National Asphalt	Carmichael	\$129,800
Biondi Paving	Sacramento	\$165,000
Martin Brothers Construction	Sacramento	\$172,700

Bid No: 0183-413-0231, Window System Replacement at New Joseph Bonnheim Charter School  
 Bids received: April 19, 2016  
 Recommendation: Award to HomeTech Remodeling  
 Funding Source: Emergency Repair Program Funds

BIDDER	BIDDER LOCATION	AMOUNT
HomeTech Remodeling	Folsom	\$214,610
TPA Construction	Rocklin	\$348,700



**RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

Bid No: 0101-411-0236, AC Paving Repairs at Susan B. Anthony ES  
Bids received: April 20, 2016  
Recommendation: Award to Western Engineering Contractors  
Funding Source: Emergency Repair Program Funds

BIDDER	BIDDER LOCATION	AMOUNT
Western Engineering Contractors	Loomis	\$320,684
Biondi Paving	Sacramento	\$446,600
Lamon Construction	Yuba City	\$440,000
Martin Brothers Construction	Sacramento	\$361,438

Bid No: 0715-0670, Shade Structure at Elder Creek Children's Center  
Bids received: April 21, 2016  
Recommendation: Seward L. Schreder Construction  
Funding Source: Child Devem 8iiD 32 > (on)]11.747 0 Td [(C)-2.9(hi)-8.9(l)3.1(d D)-14.9(ev)-14.75 d Devecruction

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FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

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(GOVERNMENTAL ENTITY)

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1 act on behalf of DELEGATE pursuant to this resolution; and

2 BE IT FURTHER RESOLVED THAT the following individuals comprise the entire Governing  
3 Body of DELEGATE:

4 Name

5	1. Darrel	President	5735 47th Avenue	Sacramento 95824
6	2.	Christina Pritchett, VP	5735 47th Avenue	Sacramento 95824
7	3.	Jay Hansen	5735 47th Avenue	Sacramento 95824
8	4.	Ellen Cochran	5735 47th Avenue	Sacramento 95824
9	5.	Gustavo Arroyo	5735 47th Avenue	Sacramento 95824
10	6.	Diana Rodriguez	5735 47th Avenue	Sacramento 95824
11	7.	Jessie Ryan	5735 47th Avenue	Sacramento 95824

12 8.

13 9.

14 AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this resolution

15 and the representations contained herein shall remain in full force and effect until written notice of

[Redacted]

[Redacted]



IN TESTIMONY WHEREOF, I have hereunto set my hand, this 10th <sup>th</sup> day of

May

2016.

Sacramento City Unified School District  
(Name of Entity)

BY  
(Signature)

Gerardo Castillo  
(Typed Name)

Chief Business Officer  
(Title)

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## **CONSTRUCTION MANAGEMENT CONTRACT**

This Contract is made on this 21st day of April, 2016



**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 s

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

**BIDDING PHASE**

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

**CONSTRUCTION PHASE:**

The Construction Phase of the Project will commence with the award of the construction contract

and 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









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 total not to exceed \$268,458.63, 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 w

**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.





**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 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.

**26. 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.

**27. 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.

**28. 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.

**29. AMENDMENTS.**

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**PREMIER MANAGEMENT GROUP**

By: \_\_\_\_\_

Gerardo Castillo  
Chief Business Officer

By: \_\_\_\_\_

Wayne Sjolund  
President

\_\_\_\_\_

Date

\_\_\_\_\_

Date

