



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: February 19, 2015

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

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Safe, Clean and Healthy Schools; College and Career Ready Students

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Notices of Completion – Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>LINKED LEARNING</u>		
A15-00052 California Department of Education	1/1/15 – 12/31/15: Grant funding to support the AB 790 expansion of the statewide Linked Learning Initiative. These funds will support the existing Linked Learning Pathways, and continue the work to expand the initiative to other high schools and pathways to reach the District goal of 60% of all students enrolled in a Linked Learning Pathway by 2016. This work will align with the District’s Graduate Profile, focusing on preparing students for College and Career.	\$12,500 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
SA15-00281 HMR Architects	12/1/14 – Completion of Services. Architectural and Engineering services as needed to replace existing concrete paving and sub base; as well as replacement of the irrigation system to the existing tree wells at Sacramento Charter High School (Emergency Repair Program “ERP” Project).	\$119,247 Emergency Repair Program Funds
SA15-00305 HMR Architects	12/1/14 – Completion of Services. Architectural and Engineering services as needed to replace existing AC paving and sub base at Hiram Johnson High School (Emergency Repair Program “ERP” Project).	\$175,376 Emergency Repair Program Funds
SA15-00440 MCF Construction Services	3/1/15 – 11/1/15: DSA Inspection Services for the Gymnasium Addition at California Middle School Project.	\$101,400 Measure R Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Landmark Construction	Roof Replacement at Fern Bacon Middle School	August 21, 2014
Roebbelen Contracting	Roof & HVAC Replacement at Facilities Maintenance Building	September 30, 2014
Clark & Sullivan Construction	HVAC Replacement at C.K. McClatchy High School Gym.	October 20, 2014



PROJECT AUTHORIZATION FORM

Concrete Paving Repairs at Sacramento Charter High School

Date: February 10, 2015

Pursuant to the Master Architect Agreement dated February 25, 2014, between HMR Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Emergency Repair Program: Replace existing concrete paving and sub base; as well as replacement of the irrigation system to the existing tree wells as identified in the initial approved ERP documents.

Excluded work: Soils Geotechnical Investigation, Boundary Surveys, Environmental Impact Reports, Fire Protection Documents, Civil, Plumbing & Mechanical Engineering, Landscape Architects, and Hazardous Material Investigation and Mitigation.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated One Hundred Nineteen Thousand, Two Hundred Forty Seven and 19/100 Dollars (\$119,247.19) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$N/A, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

HMR ARCHITECTS

Dated: _____

Scott Pullen, Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo, CPA
Interim Chief Business Officer



PROJECT AUTHORIZATION FORM

Paving Repairs at Hiram Johnson High School

Date: February 10, 2015

Pursuant to the Master Architect Agreement dated February 25, 2014, between HMR Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Emergency Repair Program: Replace existing AC paving and sub base as identified in the initial approved ERP documents.

Excluded work: Soils Geotechnical Investigation, Boundary Surveys, Environmental Impact Reports, Fire Protection Documents, Civil, Plumbing & Mechanical Engineering, Landscape Architects, and Hazardous Material Investigation and Mitigation.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated One Hundred Seventy Five Thousand, Three Hundred Seventy Six and 39/100 Dollars (\$175,376.39) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$N/A, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

HMR ARCHITECTS

Dated: _____

Scott Pullen, Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo, CPA
Interim Chief Business Officer



Inspector Contract

DATE: February 10, 2015

PLACE: Sacramento, California

PARTIES: MCF Construction Services, Independent Contractor, hereinafter referred to as "INSPECTOR", and Sacramento City Unified School District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT".

RECITALS:

A. DISTRICT intends to construct Gymnasium Addition at California Middle School, hereinafter the "Project".

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

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

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

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1. DUTIES OF THE INSPECTOR

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as the Board of Education of DISTRICT may direct. While performing the services contemplated by this Contract, INSPECTOR agrees to comply with all applicable laws and regulations.



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

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

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations With Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Deputy Superintendent/CFO as designee of the Board of Education of DISTRICT, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract Documents. Check and report to the Districts Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.
- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.



- h. Upon request, provide the District with a written report regarding contractor's performance on the project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Contract, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;
- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

ARTICLE 2. VIOLATIONS OF THE FIELD ACT

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Chief Financial Officer, as designee of the Board of Education of DISTRICT, and to the DSA shall



constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

ARTICLE 3. TERM

The term of this Contract shall commence on March 28, 2015, and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Contract.

ARTICLE 4. COMPENSATION

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$75.00 per hour, \$112.50 per overtime hour. Total compensation shall not exceed One Hundred One Thousand, Four Hundred Dollars (\$101,400) for this Contract. INSPECTOR shall record all hours worked in a daily log which shall be submitted to the Districts designated Project Manager on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Sacramento City Unified School District, Planning & Construction, 425 1st Avenue, Sacramento, CA 95818. Invoices must show the number of hours worked, the contract number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

ARTICLE 5. TERMINATION

Either party may terminate this Contract, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Contract personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Contract.

ARTICLE 6. INDEPENDENT CONTRACTOR

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Contract shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Contract.

D. INSPECTOR and his/her/its employees and agents performing services related to this Contract are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension



plans, retirement, health and welfare programs or any similar programs or benefits as a result of performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Contract are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Contract. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Contract. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Contract, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Contract, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Contract any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Contract shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Contract be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.

ARTICLE 7. FINGERPRINTING REQUIREMENTS

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

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

ARTICLE 8: INDEMNIFICATION AND EXCULPATION

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Contract.



ARTICLE 9. INSURANCE

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of policy evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Contract. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Contract. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Contract:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:	Property Damage:
\$1,000,000 Each Occurrence	\$1,000,000 Each Occurrence
\$1,000,000 Aggregate	\$1,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
\$1,000,000 Each Person/Occurrence	\$1,000,000 Each Occurrence

ARTICLE 10. NOTICE

All notices or other communications that one party may be required to desire to give to the other party under this Contract shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

DISTRICT:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attention: Kimberly Teague, Contracts

INSPECTOR:

MCF Construction Services
4991 Keane Dr.
Carmichael, CA 95608
Attn: Matthew Fabian, President



ARTICLE 11. NONASSIGNABILITY

INSPECTOR is specially trained and competent to render the services to be provided under this Contract. INSPECTOR shall not assign or subcontract all or any part of this Contract or obligation of INSPECTOR under this Contract or any interest therein, without the prior written consent of DISTRICT.

ARTICLE 12. CONFLICT OF INTEREST

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

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

C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Contract, and in the event of change in either private interest or services under this Contract, 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.

ARTICLE 13. MODIFICATION IN WRITING

This Contract may not be modified, changed, or supplemented, nor may any modifications under this Contract be waived, except by written instruments signed by both parties.

ARTICLE 14. NONDISCRIMINATION

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 15. CALIFORNIA LAW

This Contract shall be construed in accordance with and governed by the laws and decisions of the State of California.

ARTICLE 16. BINDING EFFECT

This Contract shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

ARTICLE 17. SEVERABILITY

Should any term or provision of this Contract be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Contract shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.



ARTICLE 19. 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.

ARTICLE 20. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

MCF CONSTRUCTION SERVICES

By: _____
Gerardo Castillo, CPA
Interim Chief Business Officer

By: _____
Matthew Fabian
President

Date

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 so inform the District and shall 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 terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Matthew Fabian, President