



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 12.1a

**Meeting Date:** April 27, 2023

**Subject:** Approval/Ratification of Grants, Entitlements, and Other Income Agreements  
Approval/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):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Change Notices – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Jorge A. Aguilar, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
California Department of Education A23-00088	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$272,005 No Match
Period: 7/1/22-9/30/24. Description: 2022-23 Individuals with Disabilities Education Act 619 Federal Preschool Grant. Funding supports mental health services provided to special education students by Special Education Local Plan Areas (SELPA), in accordance with the federal Individuals with Disabilities Education Act (IDEA).		

<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
California Department of Education A23-00091	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$9,572,361 No Match
Period: 7/1/22-9/30/24: Description: 2022-23 Individuals with Disabilities Education Act 611 Local Assistance Entitlements Grant. Funding supports mental health services provided to special education students by Special Education Local Plan Areas (SELPA), in accordance with the federal Individuals with Disabilities Education Act (IDEA).		

<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
California Department of Education A23-00094	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$1,675 No Match
Period: 7/1/22-9/30/24. Description: 2022-23 Preschool Staff Development funds provide for preschool staff development opportunities for personnel working in preschool programs that serve children with disabilities, ages three through five.		

<b><u>EARLY LEARNING AND CARE DEPARTMENT</u></b>		
Sacramento Employment and Training Agency (SETA) A23-00096	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$6,211,817 No Match
Period: 8/1/23-7/31/24. Description: This item is for approval of the Grant funding application for the Head Start Program that only requires Board approval: Basic \$5,886,717 and Training and Technical Assistance \$31,200 and the Early Head start Program: Basic \$286,400 and Training and Technical Assistance \$7,500. The Early Learning and Care enrolls and serves 676 Head Start children within Wrap Preschool, Full Day Wrap Preschool, and Transitional Kindergarten Collaboration classes and Early Head Start enrolls and serves 16 Infant and Toddler student (0-3yrs old). Children ages 3-5 enrolled in the Head Start Program and children ages 0-3 enrolled in the Early Head Start Program receive comprehensive services, including mental health and health screenings, Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education and learning child development strategies. Registered nurses, and other health professionals provide direct services and referrals to program participants. Upon submission and approval of Early Learning and Care's Head Start and Early Head Start grant funding application, the SCUSD Board of Education authorizes *SETA to serve as the grantee, and if awarded, authorizes the Chief Business Officer to execute the sub-grant agreement with reasonable modifications and any other documents required by the funding source.		

## **EXPENDITURE AND OTHER AGREEMENTS**

### **Restricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES DEPARTMENT</u></b>		
Premier Management Group, Inc. SA23-00571	4/27/23 – 1/31/24: Project and construction management services for the Luther Burbank Core Academic Renovation Phase 2 project. Project will include upgrade of electrical system / outlets in classrooms within the B-H Wings; interior paint of those spaces; abatement of flooring-new flooring; exterior paint of campus; ADA pathway improvements around classroom wings B-H.	\$207,322.50 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Premier Management Group, Inc. was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.	

### **TECHNOLOGY DEPARTMENT**

Bluum USA, Inc. aka Troxell Communications R23-04224	Headphones and headsets for use in online administering of the California Assessment of Student Performance and Progress testing. English Language Arts, Literacy and Mathematics for students in grades three through eight, and grade eleven. Science assessments for student's grades five and eight and high school. Spanish assessments for students grade three through eight and high school. Students with the TTS (text-to-speech) test setting can use headphones to listen to stimuli or test items being read aloud by the device. The purchase of the Ultra Durable Pro headphones will have a seven-year expected lifespan for online student testing and assessments. Action Item: B20.	\$311,271.86 ESSER III Funds
Using National Cooperative Purchasing Alliance 01-150		
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No:** 0525-462 John F. Kennedy Parking Lot

Bids received: April 4, 2023; 2:00 pm

Recommendation: Award to Martin General

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Martin General	Rancho Cordova, CA	\$4,434,000
Landmark Construction	Rocklin, CA	\$4,690,230
All American Construction	Live Oak, CA	\$4,740,000

**Bid No: 0262-461-2 Clayton B. Wire HVAC**

Bids received: March 29, 2023; 2:00 pm  
Recommendation: Award to CL Heating and Air  
Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
CL Heating and Air	Sacramento, CA	\$130,075
Kwick Mechanical Inc dba MSI Mechanical	Carmichael, CA	\$140,492

**Bid No: 23-008, Hardwood Flooring Recoating at Rosemont HS, Hiram Johnson HS, West Campus HS, Luther Burbank HS, John F. Kennedy HS and C.K. McClatchy HS**

Bids received: March 29, 2023; 10:00 am  
Recommendation: Award to Boberg Hardwood Floors, Inc.  
Funding Source: Routine Restricted Maintenance Account

BIDDER	BIDDER LOCATION	AMOUNT
Boberg Hardwood Floors Inc.	Loomis, CA	\$111,996.50

**Bid No: 0415-468-1 California MS Roof Replacement**

Bids received: March 23, 2023; 10:00 am  
Recommendation: Award to Best Contracting  
Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Best Contracting	Gardena, CA	\$1,297,300
Waterproofing Associates	Lodi, CA	\$1,483,900
Roofing & Solar Construction	Santa Rosa, CA	\$1,553,000
PAC Shield Roof Services	Modesto, CA	\$1,572,139
Courtney Roof Services	Livermore, CA	\$1,681,259

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project:** **Security Fencing at 7 Sites: Albert Einstein Middle School, Caroline Wenzel Elementary School, Genevieve Didion K-8, John Bidwell Elementary School, Mark Twain Elementary School, Martin Luther King, Jr. K-8, and Sol Aureus (Bear Flag) K-8 to provide a single point of entry. Installing security fencing is a district wide project that will continue in the 2023-2024 school year and thereafter.**

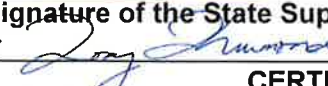
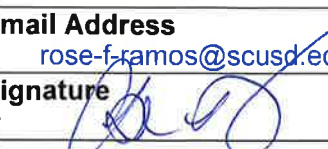
**Recommendation:** Roebbelen Contracting, Inc. Agreement was awarded at the June 23, 2022 Board of Education Meeting. This project consisted on a selection of sites with no fencing to provide single point of entry. The sites were part of a survey of sites done by Maintenance Department.

Original Contract Amount: \$1,847,222; Measure Q Funds  
Change Order No. 1 Amount: \$181,906.90; Measure Q Funds  
New Total Contract Amount: \$2,029,128.90; Measure Q Funds

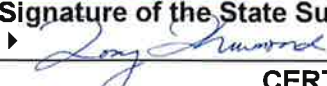

Original Contract Completion Date: September 21, 2022  
New Contract Completion Date: December 31, 2023

Approve Change Order No. 1 for \$181,906.90; Measure Q Funds to Roebbelen Contracting, Inc. Change is for Division of State Architect (DSA) requiring ADA access compliance gates and updating concrete path of travel. Unforeseen utility conflict that required additional work and rerouting of fence. Added Redwood retaining wall to hold back playground bark in the way of new fence construction.

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>				
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
				22	13430	67439	01	
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>		
<b>Program Office</b> Sacramento City Unified SELPA, 3412				<b>Resource Code</b>	<b>Revenue Object Code</b>	34		
<b>Telephone</b> 916-643-9000				3315	8182	<b>INDEX</b>		
<b>Name of Grant Program</b> 2022–23 Individuals with Disabilities Education Act 619 Federal Preschool Grant						0663		
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$272,005		\$272,005		07/01/2022	09/30/2024		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>			
84.173A	H173A220120	Individuals with Disabilities Education Act Part B, Section 619			United States Department of Education			
I am pleased to inform you that you have been funded for the Individuals with Disabilities Education Act (IDEA) 619 Federal Preschool Grant award.								
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.								
Please return the original Grant Award Notification form (AO-400) with original signature to:								
Julie Toy, Associate Governmental Program Analyst Focused Monitoring and Technical Assistance Unit V California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901								
Please also scan and email a copy of the signed Grant Award Notification (AO-400) to <a href="mailto:IDEAgrants@cde.ca.gov">IDEAgrants@cde.ca.gov</a> .								
<b>California Department of Education Contact</b> Emily Bunnell				<b>Job Title</b> Education Programs Assistant				
<b>Email Address</b> <a href="mailto:EBunnell@cde.ca.gov">EBunnell@cde.ca.gov</a>				<b>Telephone</b> 916-327-3536				
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> February 6, 2023				
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
<b>Printed Name of Authorized Agent</b> Rose Ramos				<b>Title</b> CBO				
<b>Email Address</b> <a href="mailto:rose-f-ramos@scusd.edu">rose-f-ramos@scusd.edu</a>				<b>Telephone</b> (916) 643-9055				
<b>Signature</b> 				<b>Date</b> 3/20/23				

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>				
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
				22	13379	67439	01	
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>	
<b>Program Office</b> Sacramento City Unified SELPA - 3412				<b>Resource Code</b>	<b>Revenue Object Code</b>		34	
<b>Telephone</b> 916-643-9000				3310	8181		<b>INDEX</b>	
<b>Name of Grant Program</b> 2022–23 Individuals with Disabilities Education Act (IDEA) 611 Local Assistance Entitlements							0663	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$9,572,361		\$9,572,361		07/01/2022	09/30/2024		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>			
84.027A	H027A220116	IDEA Part B, Section 611			United States Department of Education			
I am pleased to inform you that you have been funded for the 2022–23 IDEA 611 Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.  This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.  Please <b>mail</b> the original, signed Grant Award Notification (AO-400) to:  Nellie Amaro, Associate Governmental Program Analyst California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901  Please also <b>email</b> a copy of the signed Grant Award Notification to <a href="mailto:IDEAgrants@cde.ca.gov">IDEAgrants@cde.ca.gov</a> .								
<b>California Department of Education Contact</b> Emily Bunnell				<b>Job Title</b> Education Programs Assistant				
<b>E-mail Address</b> <a href="mailto:EBunnell@cde.ca.gov">EBunnell@cde.ca.gov</a>					<b>Telephone</b> 916-327-3536			
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 23, 2023			
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
<b>Printed Name of Authorized Agent</b> Rose Ramos				<b>Title</b> CBO				
<b>E-mail Address</b> <a href="mailto:rose-f-ramos@scusd.edu">rose-f-ramos@scusd.edu</a>					<b>Telephone</b> (916) 643-9055			
<b>Signature</b> 					<b>Date</b> 3/20/23			



## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870 Attn: Jorge Aguilar, Superintendent	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	22	13431	67439	01
<b>Attention</b> Jorge Aguilar, Superintendent	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Sacramento City Unified SELPA 3412	<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000	3345	8182	<b>INDEX</b>	

<b>Name of Grant Program</b> 2022-23 Preschool Staff Development	0663
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,675		\$1,675		07/01/2022	09/30/2024
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		
84.173A	H173A220120	Individuals with Disabilities Education Act Part B, Section 619		United States Department of Education		

I am pleased to inform you that you have been funded for the Preschool Staff Development Grant.

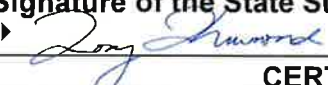

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

**Please return the original (signed and dated) Grant Award Notification form (AO-400) to:**

California Department of Education  
 1430 N Street, Suite 2401  
 Sacramento, CA 95814-5901  
 ATTN: Timothy Nash (PSD 13431)

Please also scan and email a copy of the signed Grant Award Notification to [PPL@cde.ca.gov](mailto:PPL@cde.ca.gov).

**Electronic signatures will not be accepted.**

<b>California Department of Education Contact</b> Katie Maloney-Krips	<b>Job Title</b> Education Programs Consultant
<b>E-mail Address</b> <a href="mailto:kmaloneykrips@cde.ca.gov">kmaloneykrips@cde.ca.gov</a>	<b>Telephone</b> 916-322-6638
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> January 31, 2023
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>	
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>	
<b>Printed Name of Authorized Agent</b> Rose Ramos	<b>Title</b> CBO
<b>E-mail Address</b> <a href="mailto:rose-f-ramos@scusd.edu">rose-f-ramos@scusd.edu</a>	<b>Telephone</b> (916) 643-9055
<b>Signature</b> 	<b>Date</b> 4-12-23



**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
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<b>* 3. Date Received:</b> _____	<b>4. Applicant Identifier:</b> 09CH011763-002
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<b>5a. Federal Entity Identifier:</b> N/A	<b>5b. Federal Award Identifier:</b> 09CH011763
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**State Use Only:**

<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____
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**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** Sacramento City Unified School District

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 94-6002491	<b>* c. Organizational DUNS:</b> _____
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**d. Address:**

**\* Street1:** Serna Center  
**Street2:** 5735 - 47th Avenue  
**\* City:** Sacramento  
**County/Parish:** \_\_\_\_\_  
**\* State:** \_\_\_\_\_  
**Province:** \_\_\_\_\_  
**\* Country:** USA: UNITED STATES  
**\* Zip / Postal Code:** 95824-4528

**e. Organizational Unit:**

<b>Department Name:</b> Early Learning & Care	<b>Division Name:</b> Head Start
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**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:** \_\_\_\_\_ **\* First Name:** Aida  
**Middle Name:** \_\_\_\_\_  
**\* Last Name:** Buelna  
**Suffix:** \_\_\_\_\_

**Title:** Interim Director

**Organizational Affiliation:**  
\_\_\_\_\_

**\* Telephone Number:** (916) 643-7801 **Fax Number:** (916) 399-2057

**\* Email:** aida-buelna@scusd.edu

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

Independent School District

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

ACF-Head Start

**11. Catalog of Federal Domestic Assistance Number:**

93.600

CFDA Title:

Head Start

**\* 12. Funding Opportunity Number:**

eGrants-N/A

\* Title:

N/A

**13. Competition Identification Number:**

Not Applicable

Title:

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

5th District

**\* 15. Descriptive Title of Applicant's Project:**

5th District

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="5,751,800"/>
* b. Applicant	<input type="text" value="1,437,950"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="7,189,750"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

EXHIBIT A-1

SUMMARY OF FEDERAL FUNDS, CHILDREN TO BE SERVED,  
CHILD-ADULT RATIO, AND PROGRAM OPTIONS  
**HEAD START – 09CH011763**

**Delegate:** Sacramento City Unified School District

**Delegate #:** 09CH011763

**Street Address:**

City:  
Sacramento  
Zip:  
95824

**Head Start Director’s Name:** Melissa Sigars

**Phone:** 916-643-7850

**Policy Council Chairperson:** Sara Scott

**Phone:**  
916-696-9841

**Street Address:** 1437 Kitchner Road

City: Sacramento  
Zip: 95822

**Federal Share:**

PA 22 (HS Basic)	\$ 5,886,717
PA 20 (HS T/TA)	\$ 31,200

**Local Share:**

(25% of total Federal share or 20% of total program cost) \$ 1,479,479

**Total Program Costs:**

\$ 7,397,396

**Use one chart per program option for *each group of children served in different hours of service.***

<b>Program Information – Locally Designed Program: Wrap (24)</b>	<b>PA 22</b>
(a) Number of children to be enrolled	580
(b) Child/Adult Ratio	8:1
(c) Number of handicapped children to be enrolled:	58
(d) Number of weeks per year that program will operate: First day of class: <u>09/05/2023</u> Last day of class: <u>06/13/2024</u>	36
(e) Number of classes:	29
(f) Number of classroom operation hours per day:	M-Th 6.5 & F 3.75

(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	29.75
(i) Number of classroom operation days per year:	180
(j) Total number of hours per program year (f times i) <i>Note: 129 days at 6.5 hours and 51 days at 3.75 hours for Fridays and HV/Parent Conferences.</i>	1029.75
(k) Number of teachers:	29
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides:	29
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement: remains the same for 2023-24 per FNS	\$ 693,252
(r) Center(s) / Classroom Loc ID (s) in this Option: (29)	
Abraham Lincoln Bear Flag Bowling Green Chacon Bowling Green McCoy Camellia Earl Warren Edward Kemble Ethel I Baker Ethel Phillips Father Keith B Kenny Golden Empire H. W. Harkness Hiram Johnson James Marshall John Bidwell John Cabrillo John D Sloat John Still Leataata Floyd Lisbon Martin Luther King Jr. Nicolas Oak Ridge Pacific Parkway	

Peter Burnett Susan B. Anthony Washington Woodbine
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<b>Program Information – Locally Designed Program: Full Day (2)</b>	<b>PA 22</b>
(a) Number of children to be enrolled	48
(b) Child/Adult Ratio	8:1
(c) Number of handicapped children to be enrolled:	5
(d) Number of weeks per year that program will operate: First day of class: <u>09/05/2023</u> Last day of class: <u>06/13/2024</u>	47.5
(e) Number of classes:	2
(f) Number of classroom operation hours per day:	7
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	35
(i) Number of classroom operation days per year:	237
(j) Total number of hours per program year (f times i)	1659
(k) Number of teachers:	2
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides:	2
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement: remains the same for 2023-24per FNS	\$ 74,513
(r) Center(s) / Classroom Loc ID (s) in this Option: (2)  Elder Creek Hiram Johnson	

<b>Program Information – TK/CSPP/HS (9)</b>	<b>PA 22</b>
(a) Number of children to be enrolled	48
(b) Child/Adult Ratio	10:1
(c) Number of handicapped children to be enrolled:	5
(d) Number of weeks per year that program will operate: First day of class: <u>09/05/2023</u> Last day of class: <u>06/13/2024</u>	36

(e) Number of classes:	9
(f) Number of classroom operation hours per day:	M-Th 6.5, F-3.75
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	29.75
(i) Number of classroom operation days per year:	180
(j) Total number of hours per program year (f times i) <i>Note: 129 days at 6.5 hours and 51 days at 3.75 hours for Fridays and HV/Parent Conferences.</i>	1029.75
(k) Number of teachers:	9
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides:	9
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement: remains the same for 2023-24 per FNS	\$ 181,764
(r) Center(s) / Classroom Loc ID (s) in this Option: (9)  Earl Warren Edward Kemble Ethel Phillips John Bidwell Isador Cohen Mark Twain Martin Luther King Jr. Parkway Susan B. Anthony	

<b>Summary of Program Options: Head Start (Please add rows as needed)</b>	
Center-Based Funded Enrollment:	
Option 1 – Wrap-1 (20 HS/4 non-HS)	580
Option 2 – Full-Day 12 Month, 7 Hours	48
Option 3 – HS/CSPP/TK Collaboration	48
<b>Total Head Start Funded Enrollment</b>	<b>676</b>



EXHIBIT E - IDENTIFICATION OF HEAD START CENTERS

Delegate: Sacramento City Unified School District

(Head Start Wrap) 178 Days

(Head Start 7 hours 12 mo. Full Day Collaboration) 238 Days

(Head Start/TK) 178 Days\*

\*1 Friday each month (September-May) is half day for Professional Learning

Length of Operating Year (must agree with Exhibit A Calendar):

First Day of Class: 9/05/23 Last Day of Class: 6/13/24

First Day of Class: 8/01/23 Last Day of Class: 7/31/24

First Day of Class: 9/05/23 Last Day of Class: 6/13/24

Classroom/Center Name	Location Street Address, City, State, Zip	Days of Operation/ Operating Hours	No. of Classes	No. of Children	Name & Address of Kitchen (School) Site Providing Food Service
Abraham Lincoln <i>(Wrap)</i>	3324 Glenmoor Drive Sacramento, CA 95827	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Abraham Lincoln 3324 Glenmoore Drive
Bear Flag <i>(Wrap)</i>	6620 Gloria Drive Sacramento, CA 95831	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Morse 1901 60 <sup>th</sup> Avenue
Bowling Green - Chacon <i>(Wrap)</i>	6807 Franklin Drive Sacramento, CA 95823	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Bowling Green 6807 Franklin Drive
Bowling Green – McCoy <i>(Wrap)</i>	4211 Turnbridge Drive Sacramento, CA 95823	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Bowling Green 4211 Turnbridge Drive
Camelia <i>(Wrap)</i>	6600 Cougar Drive Sacramento, CA 95828	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Leonardo da Vinci 4701 Joaquin Way

Earl Warren <i>(Wrap)</i>  <i>(Head Start/State Trnstnl Kinder)</i>	5420 Lowell Street Sacramento, CA 95820	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM  Monday – Friday 9:00 – 3:30 PM	1    1	20    6	Earl Warren 5420 Lowell Street
Edward Kemble <i>(Head Start/State Trnstnl Kinder)</i>  <i>(Wrap)</i>	7495 29 <sup>th</sup> Street Sacramento, CA 95822	Monday – Friday 9:00 – 3:30 PM  Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1   1	6   20	Edward Kemble 7495 29 <sup>th</sup> Street
Elder Creek <i>(Collaboration Full Day 12 mo)</i>	7800 Lemon Hill Avenue Sacramento, CA 95824	Monday – Friday 8:00 – 3:00 PM	1	24	Elder Creek 7934 Lemon Hill Avenue
Ethel I. Baker <i>(Wrap)</i>	5717 Laurine Way Sacramento, CA 95824	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Ethel I. Baker 5717 Laurine Way
Ethel Phillips <i>(Head Start/State Trnstnl Kinder)</i>  <i>(Wrap)</i>	2930 21 <sup>st</sup> Avenue Sacramento, CA 95820	Monday – Friday 8:00 – 2:30 PM  Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1   1	6   20	Ethel Phillips 2930 21 <sup>st</sup> Avenue
Fr. Keith B Kenny <i>(Wrap)</i>	3525 MLK Jr Blvd Sacramento, CA 95817	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Fr. Keith B Kenny 3525 MLK Jr Blvd
Golden Empire <i>(Wrap)</i>	9045 Canberra Drive Sacramento, CA 95826	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Golden Empire 9045 Canberra Drive

H. W. Harkness <i>(Wrap)</i>	2147 54 <sup>th</sup> Avenue Sacramento, CA 95822	Monday – Thursday 8:45 – 3:15 PM Friday 8:45 – 12:30 PM	1	20	H. W. Harkness 2147 54 <sup>th</sup> Avenue
Hiram Johnson <i>(Wrap)</i>	3535 65 <sup>th</sup> Avenue Sacramento, CA 95820	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Hiram Johnson 6879 14 <sup>th</sup> Avenue
<i>(Collaboration Full Day 12 mo)</i>		Monday – Friday 8:00 – 3:00 PM	1	24	
Isador Cohen <i>(Head Start/State Trnstnl Kinder)</i>	9025 Salmon Falls Drive Sacramento, CA 95826	Monday – Friday 9:00 – 3:30 PM	1	5	Isador Cohen 9025 Salmon Falls Drive
James W. Marshall <i>(Wrap)</i>	9525 Goethe Road Sacramento, CA 95827	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	James W. Marshall 9525 Goethe Rd
John Bidwell <i>(Wrap)</i>	1730 65 <sup>th</sup> Avenue Sacramento, CA 95822	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Bidwell 1730 65 <sup>th</sup> Avenue
<i>(Head Start/State Trnstnl Kinder)</i>		Monday – Friday 8:00 – 2:30 PM	1	5	
John Cabrillo <i>(Wrap)</i>	1141 Seamas Avenue Sacramento, CA 95822	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Cabrillo 1141 Seamas Avenue
John Sloat <i>(Wrap)</i>	7525 Candlewood Way Sacramento, CA 95822	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	John Sloat 7525 Candlewood Way
John Still <i>(Wrap)</i>	2200 John Still Drive Sacramento, CA 95832	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Still 2200 John Still Drive

Leataata Floyd <i>(Wrap)</i>	401 McClatchy way Sacramento, CA 95818	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Leataata Floyd 401 McClatchy Way
Lisbon <i>(Wrap)</i>	7555 S. Land Park Drive Sacramento, CA 95831	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Lisbon 7555 S. Land Park Drive
Mark Twain <i>(Head Start/State Trnstnl Kinder)</i>	4914 58 <sup>th</sup> Street Sacramento, CA 95820	Monday – Friday 8:00 – 2:30 PM	1	5	Hiram Johnson – West Campus 5022 58 <sup>th</sup> Street
Martin Luther King Jr. <i>(Wrap)</i>	480 Little River Way Sacramento, CA 95831	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Martin Luther King Jr. 480 Little River Way
<i>(Head Start/State Trnstnl Kinder)</i>		Monday – Friday 8:00 – 2:30 PM	1	5	
Nicholas <i>(Wrap)</i>	6601 Steiner Drive Sacramento, CA 95823	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Nicholas 6601 Steiner Drive
Oak Ridge <i>(Wrap)</i>	4501 MLK Jr Blvd Sacramento, CA 95820	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Oak Ridge 4501 MLK Jr Blvd
Pacific <i>(Wrap)</i>	6201 41st Street Sacramento, CA 95824	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Pacific 6201 41st Street
Parkway <i>(Wrap)</i>	4720 Forest Parkway Sacramento, CA 95823	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Parkway 4720 Forest Parkway
<i>(Head Start/State Trnstnl Kinder)</i>		Monday – Friday 9:00 – 3:30 AM	1	5	

Peter Burnett <i>(Wrap)</i>	6032 36 <sup>th</sup> Avenue Sacramento, CA 95824	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Peter Burnett 6032 36 <sup>th</sup> Avenue
Susan B. Anthony <i>(Wrap)</i>	7864 Detroit Blvd. Sacramento, CA 95832	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Susan B. Anthony 7864 Detroit Blvd.
<i>(Head Start/State Trnstnl Kinder)</i>		Monday – Friday 8:00 – 2:30 PM	1	5	
Washington <i>(Wrap)</i>	520 18 <sup>th</sup> Street Sacramento, CA 95814	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Clayton B Wire 5100 El Paraiso Avenue
Woodbine <i>(Wrap)</i>	2500 52 <sup>nd</sup> Avenue Sacramento, CA 95822	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Woodbine 2500 52 <sup>nd</sup> Avenue
<b>32</b>			<b>40</b>	<b>676</b>	

**40 Classes – 29 Wraps, 2 Full Day 7 hours/12 months, 9 HS/TK**



**Agreement for Construction Management Services**

**between**

**Sacramento City Unified School District**

**and**

**Premier Management Group, Inc.**

**Luther Burbank Core Academic Renovation  
Phase 2 Project**

**Dated: April 27, 2023**

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**EXHIBITS "A" – "E"**

## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of April 27, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Premier Management Group, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Luther Burbank Core Academic Renovation Phase 2 Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
  - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
  - 1.1.4 **Board:** The District's Governing Board.
  - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
  - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director III of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

**ARTICLE 2. Term**

- 2.1 **Term:** This Agreement shall become effective upon final execution, and except as otherwise provided herein, will continue in effect until January 31, 2024.

**ARTICLE 3. Scope, Responsibilities and Services of CM**

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 4. CM Staff**

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:

Project Director during construction:	Wayne Sjolund
Project Manager:	Ryan Perry-Smith
Construction Manager:	TBD
Project Engineer	TBD
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
  - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

**ARTICLE 5. Schedule of Work**

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed

with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

**ARTICLE 6. Construction Cost Budget**

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
  - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
  - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
  - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
  - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as



approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
  - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
  - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**ARTICLE 7. Fee and Method of Payment for Basic Services**

District shall pay CM an amount not to exceed **One Hundred Ninety-Seven Thousand Four Hundred Fifty Dollars (\$197,450)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."** Reimbursable expenses are not expected to exceed **\$9,872.50**.

- 7.1 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.2 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.3 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.4 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

**ARTICLE 8. Payment for Extra Services**

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.

- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

**ARTICLE 9. Ownership of Data**

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

**ARTICLE 10. Termination of Contract**

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's

failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the

CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

**ARTICLE 11. Indemnity**

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

**ARTICLE 12. Conduct on Project Site and Fingerprinting**

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the

completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

**ARTICLE 13. Responsibilities of the District**

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 14. Liability of District**

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

**ARTICLE 15. Insurance**

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
  - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.



CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

## **ARTICLE 16. Nondiscrimination**

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**ARTICLE 17. Covenant Against Contingent Fees**

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 18. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 19. Non-Assignment of Agreement**

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 20. Law, Venue**

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 21. Alternative Dispute Resolution**

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

**ARTICLE 22. Tolling of Claims**

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

**ARTICLE 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 24. Employment Status**

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for

amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**ARTICLE 25. Warranty of CM**

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

**ARTICLE 26. Cost Disclosure - Documents and Written Reports**

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 27. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens, Contracts

**CM:**

Premier Management Group, Inc.  
133 Riverside Avenue  
Roseville, CA 95678  
ATTN: Wayne Sjolund

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 28. [RESERVED]**

**ARTICLE 29. District's Right to Audit**

- 29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect

costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

**ARTICLE 30. Other Provisions**

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement

was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

**ARTICLE 31. Exhibits.**

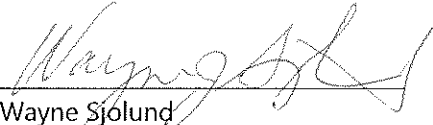
Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**PREMIER MANAGEMENT GROUP, INC.**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By:   
Wayne Sjolund  
President

Date: \_\_\_\_\_

Date: 3/20/2023

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.38.4. Historical significance report.
  - 1.38.5. Soils investigation.
  - 1.38.6. Geotechnical hazard report.
  - 1.38.7. Topographic survey, including utility locating services.

## 2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

### 3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING PHASE**

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly



agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
  - 6.24.1 Notify the District of any non-conforming work observed by the CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all 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.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. PROJECT CLOSEOUT**

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

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**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

**Format and Content of Invoices**

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

**Hourly Rates for Extra Services**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$175
Project Manager	\$165
Construction Manager	\$145
Project Engineer	\$115

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**

**SCHEDULE OF WORK**

[To be completed/inserted]





**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 0530-434 between the Sacramento City Unified School District ("District") and Premier Management Group, Inc. ("CM") for construction management services for the Luther Burbank Core Academic Renovation Phase 2 Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: WAYNE J. STOLUND

Title: PRESIDENT

**NOTE:** If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

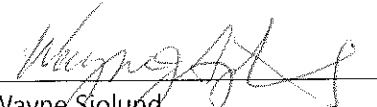
Date: \_\_\_\_\_

District Representative's Name and Title: Rose Ramos, CBO

District Representative's Signature: \_\_\_\_\_

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

**PREMIER MANAGEMENT GROUP, INC.**

By:   
Wayne Sjolund  
President

Date: 3/20/2023

DOCUMENT 00 63 63

**CHANGE ORDER FORM**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

**CHANGE ORDER NO.:**

01

**CHANGE ORDER**

**Project:** SCUSD Security Fence Projects  
**Bid No.:** 457

**Date:** 16 March 2023  
**DSA File No.:** 34-53  
**DSA Appl. No.:** N/A

The following parties agree to the terms of this Change Order:

**Owner:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue,  
Sacramento, CA. 95824

**Contractor:**

Roebbelen Contracting, Inc.  
1241 Hawks Flight Court,  
El Dorado Hills, CA. 95762

Reference	Description	Cost	Days Ext.
PCO #03  Requested by: Performed by: Reason:	- New Ornamental Pedestrian Gate With Panic Hardware at John Bidwell per RFI #7. - District - Contractor - DSA code requirement	\$7,444.00	1
PCO #15  Requested by: Performed by: Reason:	- 130 LF of Additional Chain Link Fencing & Mow Band at Sol Aureus Per RFI #19. - District - Contractor - Site Coordination	\$6,976.65	5
PCO #17  Requested by: Performed by: Reason:	- One (1) new ornamental pedestrian gate (no panic hardware) at John Bidwell per RFI #24. - District - Contractor - Site Coordination	\$ 5,795.40	1
PCO #19  Requested by: Performed by: Reason:	- Caroline Wenzel: Convert double swing chain link gate to ADA-compliant panic gate. Additional concrete at ornamental pedestrian gates for ADA compliance. - District - Contractor - DSA code requirement	\$65,527.06	12
PCO #20  Requested by: Performed by: Reason:	- John Bidwell: Additional concrete at ornamental pedestrian gates for ADA compliance per RFI #31 - District - Contractor - DSA code requirement	\$20,875.11	5

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

**CHANGE ORDER FORM  
DOCUMENT 00 63 63-1**

Reference	Description	Cost	Days Ext.
PCO #21 Requested by: Performed by: Reason:	- Mark Twain: Remove traditional chain link pedestrian gates and replace with chain link panic gates. - District - Contractor - DSA code requirement	\$20,669.67	4
PCO #23 Requested by: Performed by: Reason:	- Furnish and install 160 LF of redwood retaining wall at John Bidwell per RFI #5 & #23. - District - Contractor - Site coordination	\$21,391.00	6
PCO #25 Requested by: Performed by: Reason:	- Additional concrete work for ADA compliance at John Bidwell per RFI #32. - DSA - Contractor - Site coordination	\$8,159.00	2
PCO #27 Requested by: Performed by: Reason:	- Gate signage at non-panic hardware locations. - DSA - Contractor - Site coordination	\$1,900.00	0
PCO #28 Requested by: Performed by: Reason:	- Fire Alarm conduit line repair - District - Contractor - Site Coordination	\$14,132.00	0
PCO #29 Requested by: Performed by: Reason:	- John Bidwell: Additional concrete at ornamental pedestrian gates for ADA compliance per RFI #35 - DSA - Contractor - DSA code requirement	\$2,853.00	2
PCO #30 Requested by: Performed by: Reason:	- John Bidwell: Curb cutting and adjustment as per CCD 007 - DSA - Contractor - DSA code requirement	\$3,860.67	2
PCO #31 Requested by: Performed by: Reason:	- Caroline Wenzel: Fix severed OSP/CAT 6 riser cables connecting to security cameras. - District - Subcontractor - Site Coordination	\$2,323.34	0
Contract time will be adjusted as follows:		Original Contract Amount:	\$ 1,847,222.00
Previous Completion Date: <u>09/21/2022</u> 66 Calendar Days Extension (zero unless otherwise indicated)		Amount of Previously Approved Change Order(s):	\$0.00
Current Completion Date: <u>12/21/2022</u>		Amount of this Change Order:	\$ 181,906.90
		Contract Amount:	\$2,029,128.90

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District: **Sacramento City USD  
CBO**

Contractor: **Roebbelen Sr. VP of  
Operations**

\_\_\_\_\_  
Rose Ramos

\_\_\_\_\_  
Date

DocuSigned by:  
*Joel Gallion*  
\_\_\_\_\_  
Joel Gallion

3/17/2023 | 11:41 AM EDT  
\_\_\_\_\_  
Date

END OF DOCUMENT

R23-04224



# Quote

#263042

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)  
4675 E. Cotton Center Blvd  
Suite 155  
Phoenix AZ 85040  
www.bluum.com

03/20/2023

**Bill To**  
Sacramento City Unified School District  
5735 47TH AVE  
SACRAMENTO CA 95824-4528

**Ship To**  
SACRAMENTO CITY USD  
PURCHASING SERVICES & WAREHOUSE  
3051 REDDING AVE  
SACRAMENTO CA 95820

Memo:  
Thinkwrite Headsets/Headphones

Expires	Sales Rep	Contract	Terms
06/18/2023	848 Bill Pitzner	NCPA#01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
19,000	<b>TW200</b> ThinkWrite Ultra Durable Pro Headphone (3.5 mm)	ThinkWrite	\$14.97	\$284,430.00
100	<b>TW210</b> ThinkWrite Ultra Durable Pro Headset with mic (3.5 mm)	ThinkWrite	\$17.97	\$1,797.00

<b>Subtotal</b>	\$286,227.00
<b>Tax Total (8.75%)</b>	\$25,044.87
<b>Shipping Cost</b>	\$0.00
<b>Total</b>	<b>\$311,271.87</b>

This document is subject to the terms and conditions found here: [www.bluum.com/terms-conditions](http://www.bluum.com/terms-conditions)  
 If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service.  
 Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Bluum reserves the right to adjust or cancel this quote.  
 Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.  
 Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.  
 Returns require an authorization number and must be made within 30 days.  
 Custom orders and "Consumables", such as projector lamps, may not be returned.  
 Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.  
 Restocking fees varying depending on the product line, expect a minimum charge of 25%.

R23-04224



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