SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 10.1a

Meeting Date: June 20, 2013

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

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

This Contract is made on this 1st day of

or ñConstruction Manager.ò

RECITALS

WHEREAS, District is in the process of constructing 1) ñQuick Strikeòsummer projects at school sites in five (5) areas; and 2) Portable Relocations and Shade Structures at Alice Birney K-8 School in Sacramento, California; and

WHEREAS, District is in need of Construction Project Management Services in relation to contract bidding, design coordination, construction coordination, expenditures, project completion, interagency coordination, internal communications and other matters as set forth herein; and

WHEREAS, Consultant possesses the necessary skills, experience, knowledge, including knowledge of State and School District requirements such as the Leroy F. Greene Act of 1998-SB-50 and the Education Facilities Bond, Proposition 47, and that required by Government Code section 4529.5, and technical and financial resources to undertake the performance and obligations of the Construction Project Management Services required herein; and

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

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

AGREEMENT

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

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

indicate actual progress compared to scheduled progress, and shall serve as the basis for progress payments to the Contractor.

c. Material procurement consultation and advice, including recommending a schedule for the District's purchase of materials and equipment requiring long lead time procurement. Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project until such items are incorporated into the Project.
d. Shop drawings and submittals review in cooperation with the Architect.
e. Progress payment review, including preparing and distributing the progress payment reports. The reports shall state the total contract price, payment to date, current payment requested,

m. Participate in periodic meetings with District, Architect and Project Manager to discuss such matters as procedures, progress problems and scheduling.
n. Conduct weekly coordination meetings with Contractor and distribute meeting minutes. Develop 3-week short internal schedules (SIS) for use in each weekly meeting.
o. Continuous daily on-site representation to observe Contractorôs work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the

a. The District shall provide information regarding the requirements of the Project, including its objectives, constraints and criteria, including space requirements and relationships, flexibility and expendability requirements, special equipment and systems and site requirements.
b. The District shall provide a budget for the Project, based on consultation with the Architect, which shall include contingencies for bidding, changes during construction and other costs that are the responsibility of the District.
c. The District shall retain Architect whose services, duties and responsibilities are described in the ñContract for Architectural/Engineering Services, between the District and Architect.
d. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contractorôs Contract, the District shall give prompt written notice thereof to Consultant.
e. The District shall make timely payments for all invoices that have been approved by the District, Architect and Consultant.
f. The District shall furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by law or the Contractorôs contract.
g. The District shall provide the hook-up for telephone and power for Consultant.

6. PLACE OF WORK:

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

7. TIME DEVOTED TO WORK:

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

In the performance of Consultantôs services, the services and the hours the Consultant is to work, on any given day, will be within Consultantôs control and District will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this A0563

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9. TRANSPORTATION:

For transportation by automobile out of the Sacramento area, Consultant shall be reimbursed at the

14. INSURANCE:

Prior to commencement of and during all times that Consultant is providing services pursuant to this

25. APPROVAL OR RATIFICATION BY BOARD OF EDUCATION:
This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, in compliance with the provisions of Education Code section 17604, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2427.

26. SUCCESSORS AND ASSIGNS. The District and the Consultant, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Consultant shall not assign or transfer any interest in this Agreement without the written consent of District.

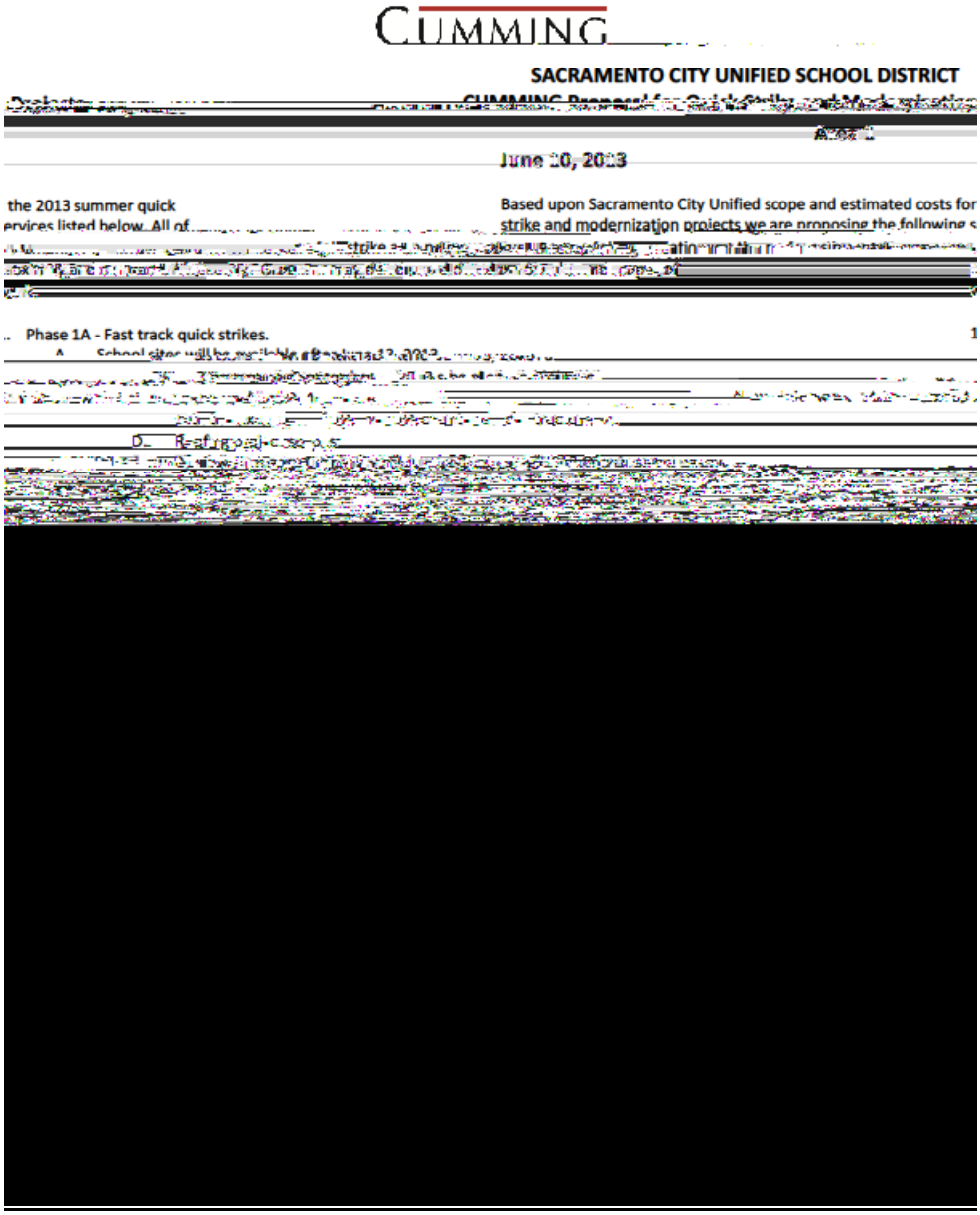
27. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

28. AMENDMENTS. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

29.

EXHIBIT B

SCOPE OF WORK


CUMMING

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

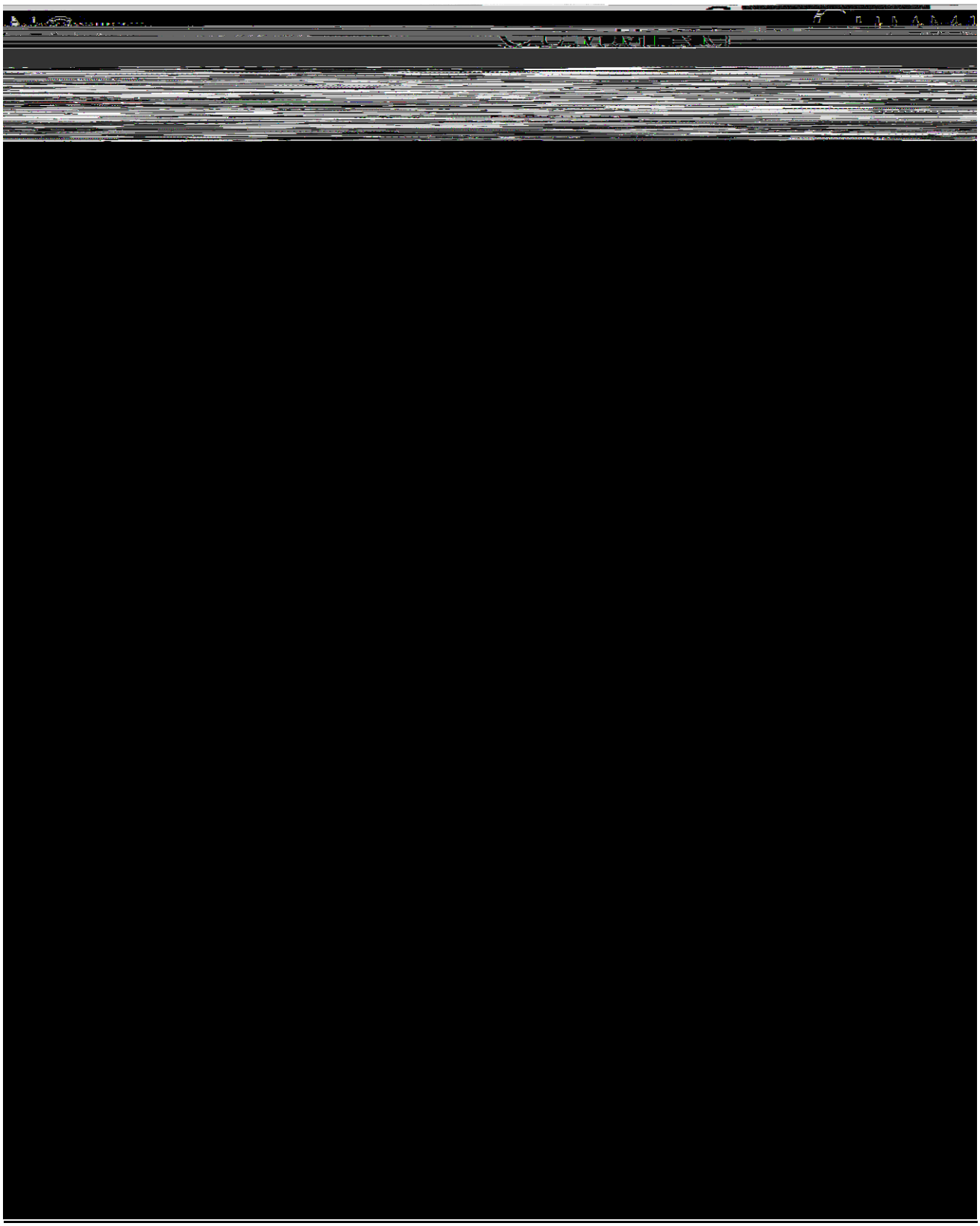
June 20, 2013

the 2013 summer quick

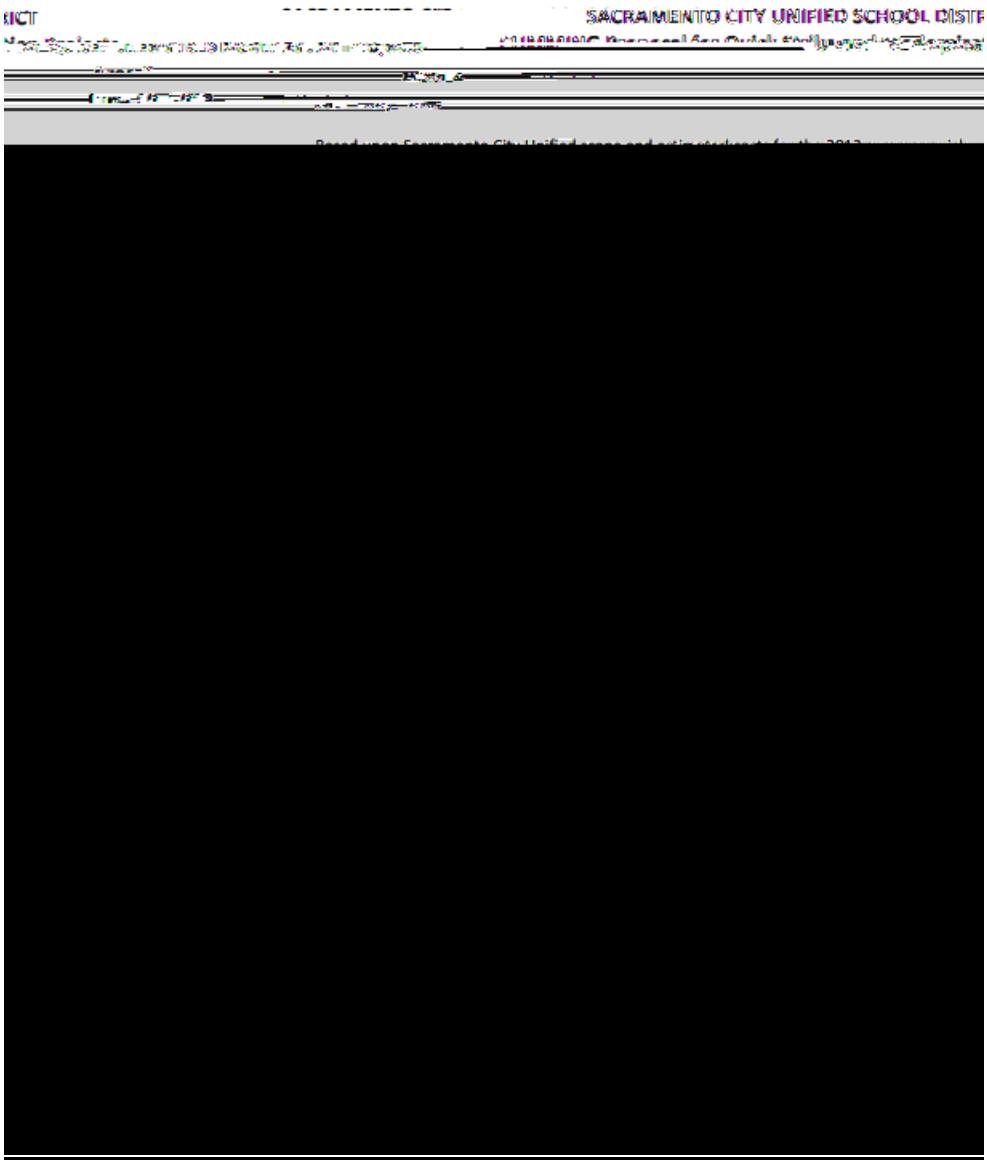
Based upon Sacramento City Unified scope and estimated costs for

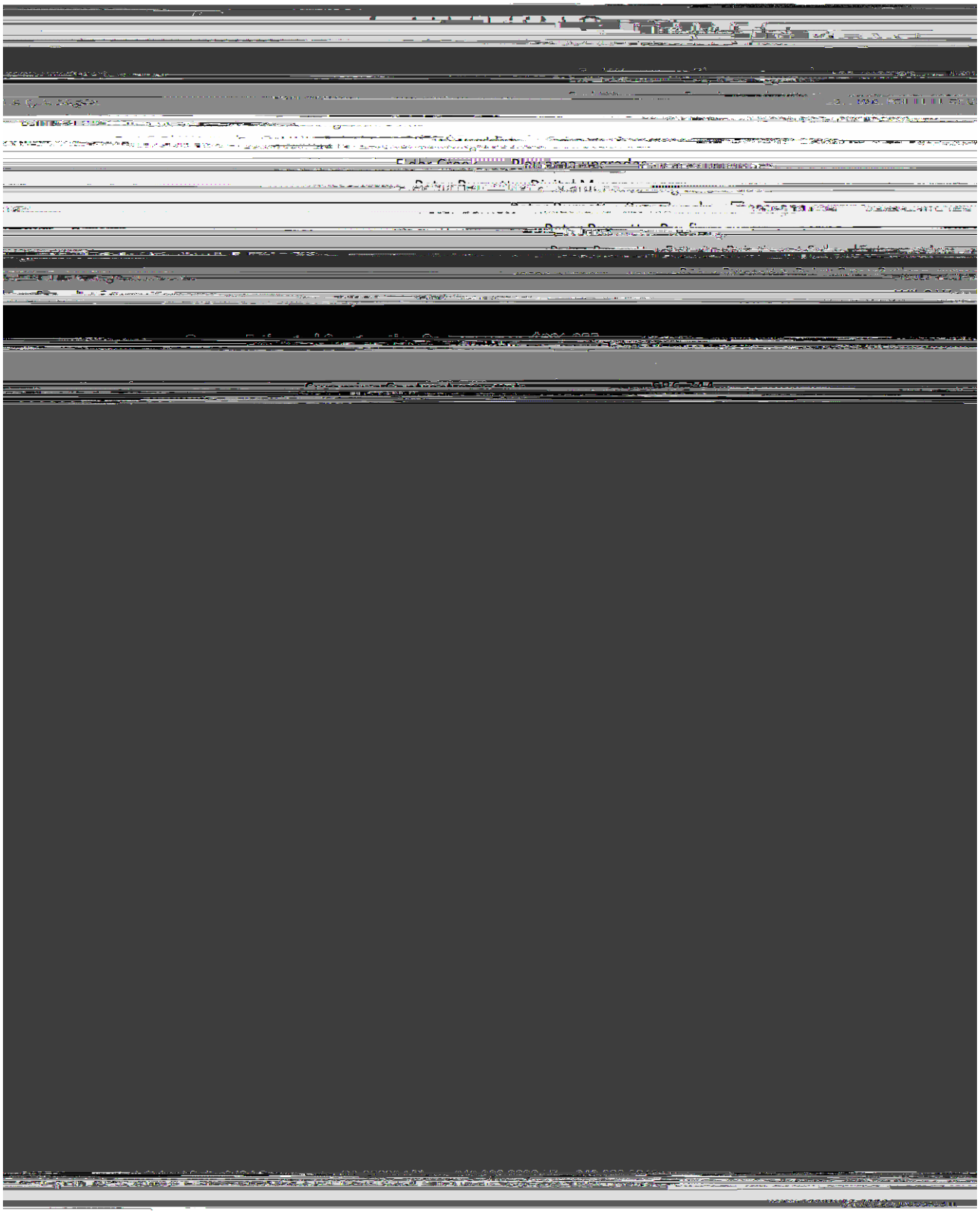
Phase 1A - Fast track quick strikes.

[redacted]

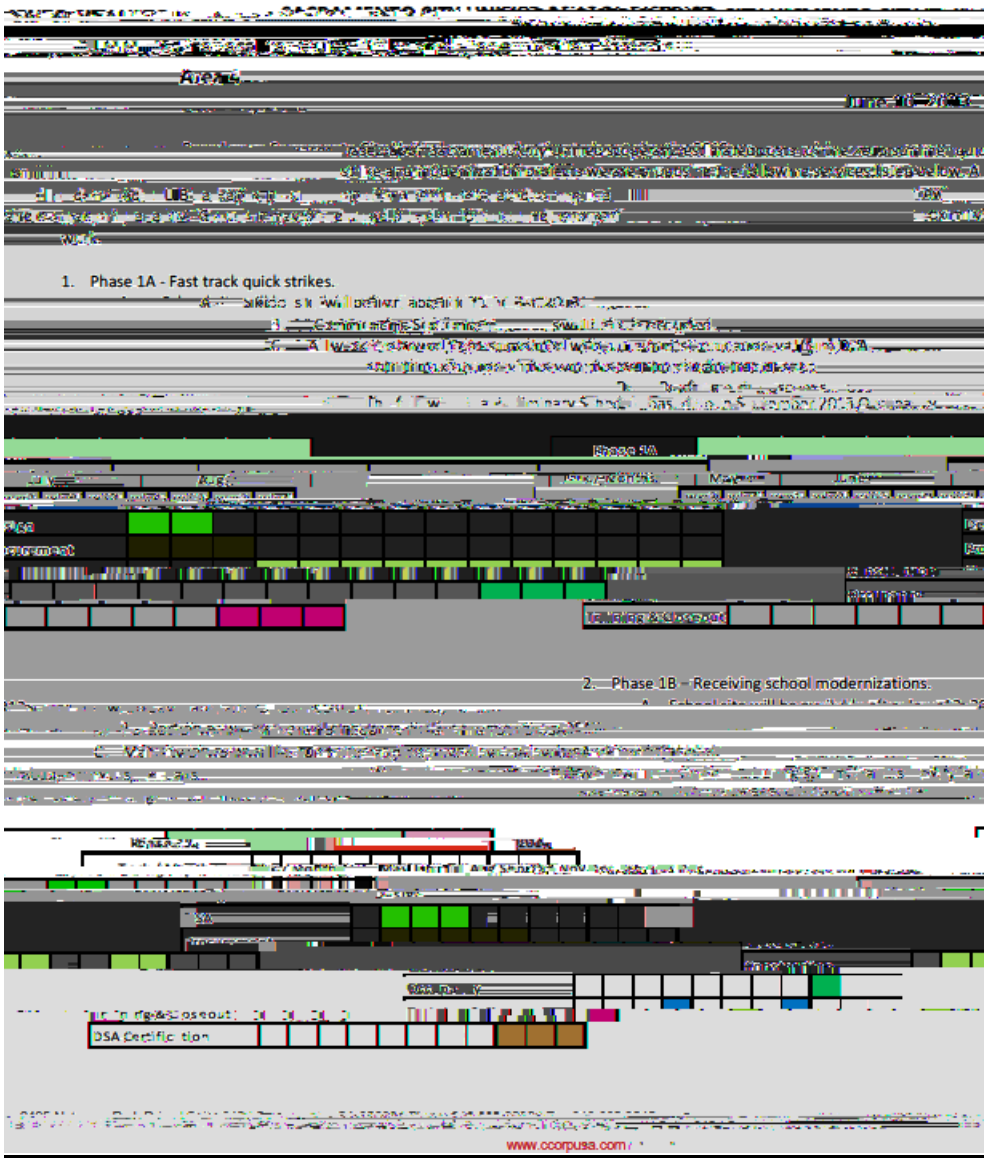


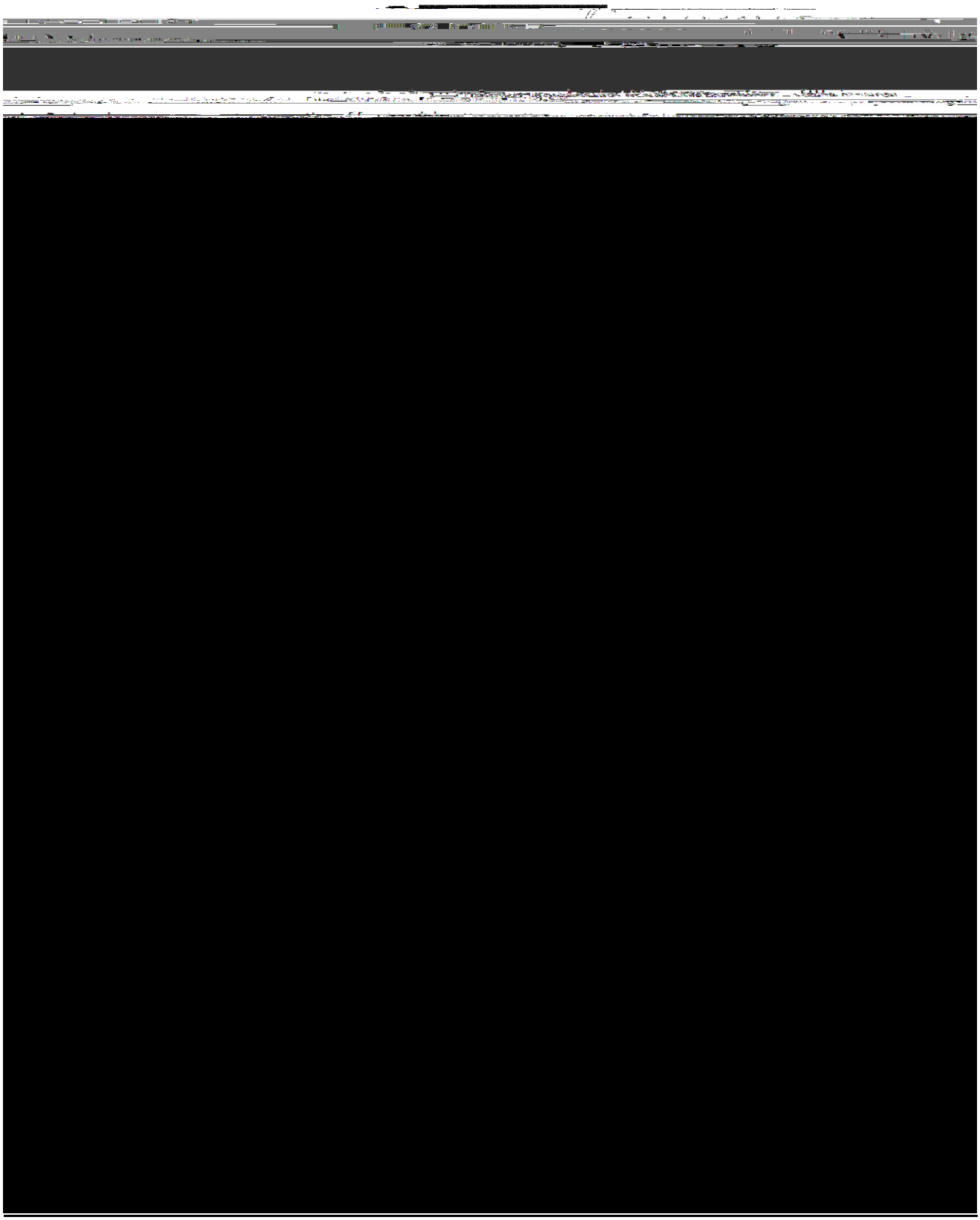
CUMMING

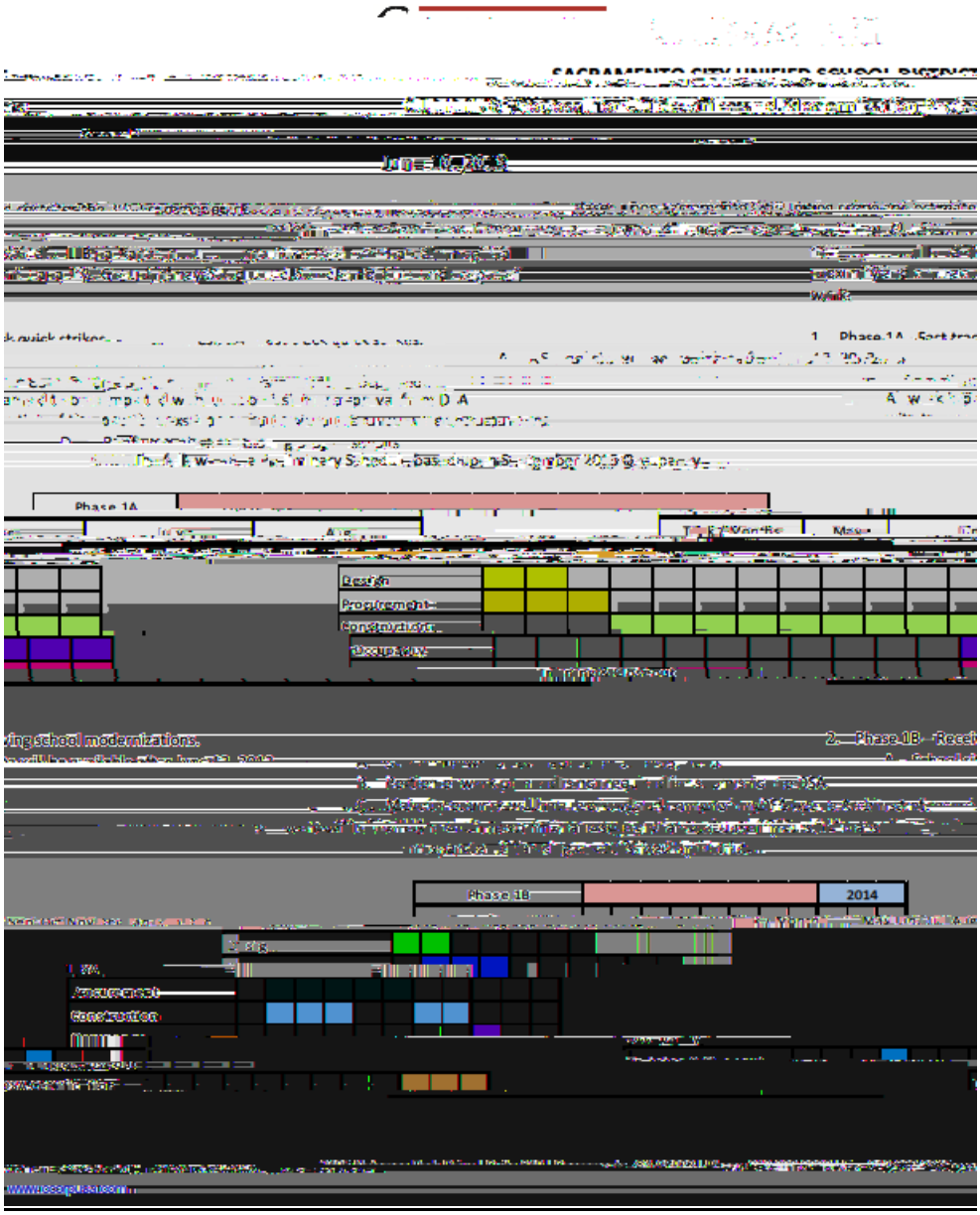
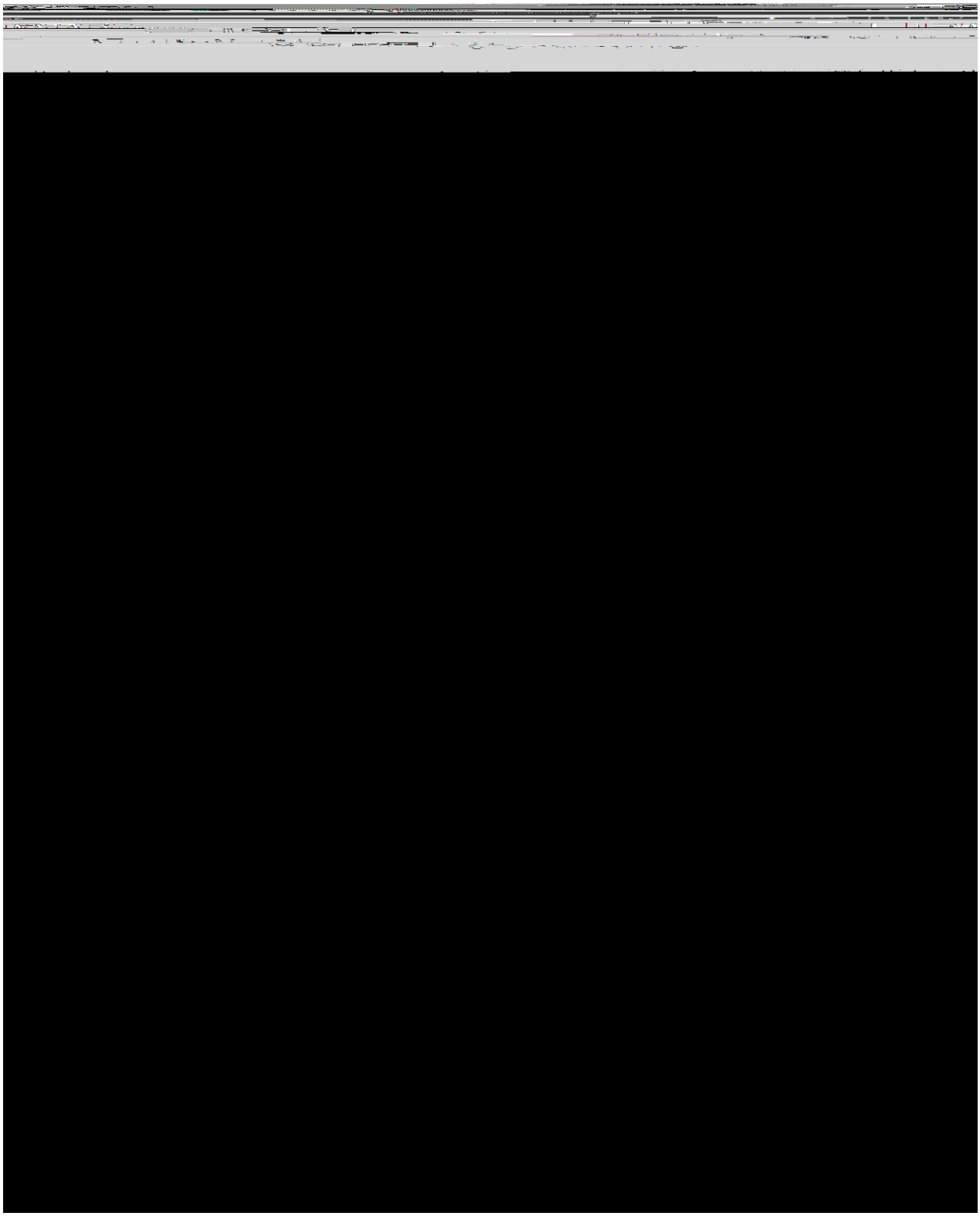




CUMMING


1. Phase 1A - Fast track quick strikes.
Phase 1A
2. Phase 1B – Receiving school modernizations.
DSA Certification
www.ccorpusa.com




Phase 1A
Design
Procurement
Construction
Occupancy
Phase 1B
2014
Procurement
Construction