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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Acting Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 14, 2013

Subject Agreement for Professional Services - Seville Group, dba SGI Construction Management - Division of Facilities Planning and Management Construction Management / Program Management Services for Measure B / J and Capital Projects

Action Requested Approval by the Board of Education of an Agreement for Professional Services with Seville Group, dba SGI Construction Management for Program Management Services for Measure B / J and Capital Projects on behalf of the District at Division of Facilities Planning and Management Project, in an amount not-to exceed \$10,865,920.00. The term of this Agreement shall commence on ~~August 14, 2013~~ and shall conclude no later than December 31, 2015.

Background Program Management Services, which are directly related to the District's construction work, are not subject to the formal, low bid process, and instead require that a "fire, competitive selection process" is followed.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Agreement for Professional Services with Seville Group, dba SGI Construction Management for Program Management Services for Measure B / J and Capital Projects on behalf of the District at Division of Facilities Planning and Management Project, in an amount not-to exceed \$10,865,920.00. The term of this Agreement shall commence on August 14, 2013 and shall conclude no later than December 31, 2015.

J. Sanchez, 2014 EIL

Fiscal Impact

General Obligation Fund - Fund 2

Attachments

- Agreement for Professional Services including scope of work

AGREEMENT FOR Construction Management

OAKLAND UNIFIED SCHOOL DISTRICT

WITH

**SEVILLA GROUP, INC. dba
SGI CONSTRUCTION MANAGEMENT**

FOR

**DIVISION OF FACILITIES PLANNING AND MANAGEMENT
CONSTRUCTION MANAGEMENT**

July 26, 2013

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
SEVILLE GROUP, INC. dba SGI CONSTRUCTION MANAGEMENT**

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CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Agreement for Architectural Services is made as of July 26, 2013, between the **Oakland Unified School District**, a California public school district, ("District") and **Seville Group, Inc., a California Corporation dba SGI Construction Management**. ("Construction Manager") (collectively, the "Parties"), for the construction management and administration of the District's ongoing and future Bond Program and Capital Projects ("Projects") (See **Exhibit "A"** for Project Scope).

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

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) listed in the District designates as being the architect(s) for all or a portion of the Project, including consultants for the Architect(s). The Architect is a member of the Design Team.
 - 1.1.3. **Construction Manager**: The entity listed in the first paragraph of this Agreement, including all Consultant(s) the Construction Manager.
 - 1.1.4. **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.
 - 1.1.5. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Design Team, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Program Manager, the Design Team, the Construction Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
 - 1.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Construction Manager
 - 1.1.7. **Design Team**: The architect(s), engineer(s), and other

designer(s) that the District designates as designing all or a portion of the Project, including all consultants to the architect(s), 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.

- 1.1.8. **DSA:** The Division of the State Architect.
- 1.1.9. **Extra Services:** Extra Services are defined in Article 7 and **Exhibit "B."**
- 1.1.10. **Fee:** The Construction Manager's Fee is defined herein, payable as set forth herein in **Exhibit "D."**
- 1.1.11. **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager. If no Program Manger is hired by the District for the Project(s), then all references to "Program Manager" shall be read and interpreted as the District.
- 1.1.12. **Services:** All lab or, materials, supervision, services, tasks, and work that the Construction Manager 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. Scope, Responsibilities, And Services Of Construction Manager

- 2.1. **Scope:** Construction Manager shall provide the Services described herein and under Exhibit "A" for the Project. The parties agree that the Construction Manager's Services described herein are based on a construction manager / general contractor structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / multiple-prime structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 2.2. **Coordination:** In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.

- 2.3. Construction Manager's Services: Construction Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

Article 3. Construction Manager Staff

- 3.1. The Construction Manager has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Construction Manager agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities [All blanks below must be filled in by Architect and approved by District]:

Principal In Charge: Lance Jackson
Project Director: Joe Cavanaugh

- 3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.

Article 4. Schedule Of Work

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A,"** in accordance with the schedule in **Exhibit "C."** Time is of the essence and failure of the Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

Article 5. Construction Cost Budget

- 5.1. The Construction Manger shall have the responsibility to develop, review and reconciled the Construction Cost Budget with the Design Team and the District throughout the design process and construction.
- 5.2. Construction Cost Budget shall be the total cost to District of all

elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs where are the responsibility of the District.

- 5.3. Construction Manager shall work cooperatively with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Construction Manager shall notify the District if it believes that the construction cost of the work the Project design profession(s) will exceed the Construction Cost Budget. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.
- 5.4. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.
- 5.5. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted 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.
- 5.6. If any of the following events occur:
 - 5.6.1. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget, or
 - 5.6.2. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or
 - 5.6.3. If 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 county in which the District is located, 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, then the District, in its sole discretion, has one or a combination of the following alternatives:
 - 5.6.3.1 Give the Construction Manager written approval on an agreed adjustment of the Construction Cost Budget.
 - 5.6.3.2 Authorize the Construction Manager to re-negotiate, where appropriate, re-bid one or more Projects within three (3) months time (exclusive of District and other agencies' review time) at no additional

- cost to the District.
- 5.6.3.3 Terminate this Agreement if the Project is abandoned, without further obligation by either party.
 - 5.6.3.4 Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding, with Construction Manager's performing cost estimating, value engineering, and / or bidding support at no additional cost to the District.
- 5.7 The Construction Cost Budget shall be reconciled at the completion of each design phase.

Article 6. Fee And Method Of Payment

- 6.1. District shall pay Construction Manager an amount equal to Ten Million Eight Hundred Sixty-Five Thousand, Nine hundred twenty dollars and no cents (\$10,865,920.00) for all services contracted for under this Agreement and based on the Fee Schedule attached to **Exhibit "D."**
- 6.2. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.
- 6.3. The Construction Manager's Fee set forth in this Agreement shall be full compensation for all of Construction Manager'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."** ("Fee")

Article 7. Payment For Extra Services

- 7.1 District-authorized Services outside of the scope in Exhibit "A" or District-authorized reimbursables not included in Construction Manager's Fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B" only** upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
 - 7.2.1 A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval **before** proceeding with any Extra Services.

Article 8. Ownership Of Data

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project

records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

Article 9. Termination Of Contract

- 9.1. If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager shall violate 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 written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all Services 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 Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager pending resolution of the dispute.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the District's notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.
- 9.3. The Construction Manager 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, 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 Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.4. 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.
- 9.5. If, any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the Fee associated with the Services provided, since the last invoice that has been paid and up the notice of termination.

- 9.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Construction Manager shall defend, indemnify, and hold free and harmless the District, its 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"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the services, the Project, or this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.
- 10.2. Construction Manager shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Construction Manager shall also reimburse District for the cost of any settlement paid by District arising out of any Claim, reasonably related to the Construction Manager's scope of services under this contract. Construction Manager shall reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Construction Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the indemnified parties.

Article 11. Fingerprinting

- 11.1 Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Construction Manager and its subcontractors and employees will have only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 42125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of

the District that employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.

- 11.2 No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 11.3 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

Article 12. Responsibilities Of The District

- 12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's Services.
- 12.2. The District shall provide to the Construction Manager complete information regarding the District's requirement of the Project.
- 12.3 The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4 The District shall, in a timely manner, with Construction Manager'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 Construction Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.5 The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.
- 12.6 During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 12.7 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 representative for the Project shall be available during working hours as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. LIABILITY OF DISTRICT

- 13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation 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.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3. 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 Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.4. The Construction Manager 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. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

Article 14. INSURANCE

- 14.1. Construction Manager shall procure prior to commencement of the work of this Agreement and 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 Construction Manager, their agents, representatives, employees and sub-consultant(s).
- 14.2. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. 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.

Commercial Automobile Liability, Any Auto. Two million dollars (\$2,000,000) per accident for bodily injury and property damage.

- 14.2.2.1. **Workers' Compensation.** Statutory limits required by the State of California and
- 14.2.2. **Employer's Liability.** Two million dollars (\$2,000,000) per accident for bodily injury or disease.
- 14.2.3. **Professional Liability.** This insurance shall cover the Construction Manager and his/her sub-consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per 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.
- 14.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.5. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form.
 - 14.5.2. The District, the Construction Manager, their 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 Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or

used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

- 14.5.3. For any claims related to this project, the Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.
- 14.5.4 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.
- 14.5.5 The Construction Manager'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.
- 14.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 14.6 **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.
- 14.7 **Verification of Coverage:** Construction Manager shall furnish the District with:
 - 14.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
 - 14.7.2 Original endorsements affecting general liability and automobile liability 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.

Article 15. NONDISCRIMINATION

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. COVENANT AGAINST CONTINGENT FEES

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, 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 Construction Manager, 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 17. ENTIRE AGREEMENT/MODIFICATION

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

Article 18. NON-ASSIGNMENT OF AGREEMENT

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

Article 19. LAW, VENUE

19.1. 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.

- 19.2. The county in which the District administration office is located 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 20. ALTERNATIVE DISPUTE RESOLUTION

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. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 21. 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 22. EMPLOYMENT STATUS

- 22.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall 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 the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 22.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. 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 Construction Manager is an employee 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 Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 22.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (again, offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).]
- 22.5. 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, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager 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 that Construction Manager was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. WARRANTY OF CONSTRUCTION MANAGER

- 23.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 23.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require 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 it will comply with those provisions before commencing the performance of the work of this Agreement.
- 23.3. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

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

Article 25. COMMUNICATIONS / NOTICE

Communications between the Parties to this Agreement may be sent to the following addresses:

<u>District</u> Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601 ATTN: <u>Facilities Director</u>	<u>Construction Manager</u> Seville Group, Inc. dba SGI Construction Management Oakland, CA ATTN: Lance Jackson
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The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 26. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Construction Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Construction Manager’s good faith efforts to meet these goals.

Article 27. S/SL/SLRBE LOCAL BUSINESS REQUIREMENTS

- 27.1. Under the S/SL/SLRBE, Construction Manager is required to maintain the mandatory local participation percentages as memorialized in the District’s Local Business Policy and the Request for Proposals allied with this Agreement, and provided additional services including, but not limited to the following:
 - 27.1.1. Conduct outreach activities to encourage the participation and attendance of local /small / resident Oakland area

- businesses at pre-construction bidders' conferences, OUSD sponsored events, community meetings, etc.;
- 27.1.2. Provide assistance to identified local /small / resident Oakland area businesses to facilitate a better understanding of OUSD's procurement and contracting practices;
- 27.1.3. Foster and maintain relationships with appropriate associations, industries, organizations, etc. in order to communicate, promote and facilitate utilization of the Program;
- 27.1.4. Develop partnerships with larger companies that will provide training and capacity building opportunities to Oakland area small businesses;
- 27.1.5. Manage, operate and evaluate Program components and provide adequate staff and resources to insure that contractors and subcontractors bidding on OUSD projects are in compliance of with the stated mandatory requirements of the Program;
- 27.1.6. Provide support services to local businesses to enhance bonding capacity, financial assistance and business development opportunities, job screening and training, mentor programs and other services.

Article 28. OTHER PROVISIONS

- 28.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager 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.
- 28.2. 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 Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.
- 28.3. 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

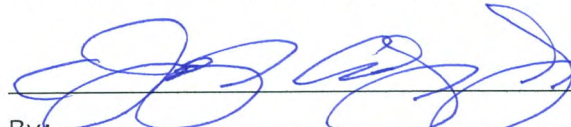
A handwritten signature in black ink that reads "Susie Butler-Berkley" followed by the date "7-29-2013". The signature is written over a horizontal line.

Susie Butler-Berkley

Contract Analyst


ACCEPTED AND AGREED on the date indicated below:

S&I Construction Management


By: _____
Its: *SGI Program Director*

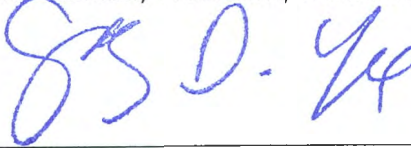
7/26/13
Date

OAKLAND UNIFIED SCHOOL DISTRICT



David Kakashiba, President, Board of Education

8/15/13
Date



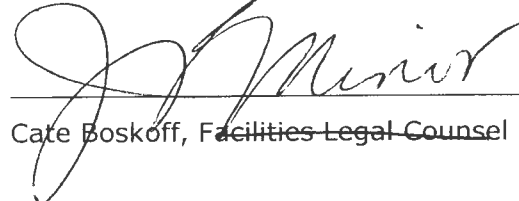
Gary Yee, Secretary, Board of Education

8/15/13
Date

Timothy E. White, Associate Superintendent, Facilities,
Planning and Management

7/28/13
Date

APPROVED AS TO FORM:


Cate Boskoff, ~~Facilities Legal Counsel~~ *General Counsel*

8/2/13
Date

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

1.	BASIC SERVICES	A-1
2.	GENERAL PROGRAM SERVICES	A-3
3.	PRECONSTRUCTION PHASE	A-3
4.	PRE-BID PHASE	A-5
5.	BIDDING PHASE	A-5
6.	CONSTRUCTION PHASE	A-5
7.	PROJECT COMPLETION	A-8
8.	FINAL DOCUMENTS	A-8
9.	WARRANTY	A-8

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager 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. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the Site Committee meetings, and of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. 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 Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in the deliverables it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this 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.
- 1.8. At the request of the District, develop a Management Information System to assist in establishing communications between the District, Construction Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by

potential users, and the security protocol for the system.

- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Prepare a bidders list for each bid package for approval by District.
- 1.11. Assist the District in pre-qualifying bidders if prequalification is desired by the District. This service shall include the following:
 - 1.11.1. Preparation and distribution of prequalification questionnaires;
 - 1.11.2. Receiving and analyzing completed questionnaires;
 - 1.11.3. Interviewing possible bidders, bonding agents and financial institutions;
and
 - 1.11.4. Preparing recommendations for the District.
- 1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the Design Team and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
- 1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Budget and other Project costs shall be adjusted as indicated in the Agreement.
- 1.16. Provide and maintain a management team on the Project sites.
- 1.17. 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.
- 1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable
- 1.19. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.
 - 1.19.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.20. 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"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team and their sub-consultants 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.

- 1.21. Construction Manager is NOT responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required and Construction Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:
 - 1.21.1. Ground contamination or hazardous material analysis.
 - 1.21.2. Any asbestos testing, design or abatement.
 - 1.21.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager shall provide current information for use in CEQA compliance documents.
 - 1.21.4. Historical significance report.
 - 1.21.5. Soils investigation.
 - 1.21.6. Geotechnical hazard report.
 - 1.21.7. Topographic survey, including utility locating services.
 - 1.21.8. Other items specifically designated as the District's responsibilities under this Agreement.
 - 1.21.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its Design Team.
- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information.

- 2.4. **Communications to Board:** The Construction Manager may be required to attend each meeting of the District's Board of Education, and to provide updates at each meeting. In addition, the Construction Manager shall attend District property committee meetings, Citizen Bond Oversight Committee meetings, COC, or other Project-related meetings within the community.

3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to District and Project Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project Design Team to the contractor(s).
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including District, Design Team, and construction contractor(s).
- 3.3. **Value Engineering.** Provide value engineering at the 100% Design Development Phase and the 50% Construction Document 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 the Design Team. The Construction Manager will prepare a value engineering report will document 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 Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.3.1. The Construction Manager shall organize and conduct a value engineering workshop for the Project.
- 3.3.1.1. The Construction Manager shall invite the Design Team to participate in the workshop.
- 3.3.1.2. Prior to the value engineering workshop, the Construction Manager and the Design Team will provide all participants with a preliminary list of value engineering items for discussion and order of magnitude estimates of cost both for design and construction.
- 3.3.1.3. The workshop will consist of an initial Project design review, research of alternative solutions, and evaluations of alternatives. The workshop will conclude with a review of design and construction costs, benefits of various items selected, and selection of items to be incorporated into the Project design.
- 3.3.1.4. The Construction Manager will incorporate the workshop findings into one complete report for submittal to the District and Design Team.

- 3.3.2. Value engineering is expected to be an ongoing process looking for ways to build a more efficient and economical Project without reducing its quality and meet its goals and objectives.
- 3.4. **Constructability Reviews.** Perform constructability reviews and site verification of the Project at the 100% Design Development Phase and at 90% Construction Documents. The Construction Manager 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 Construction Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the design documents. The Construction Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Construction Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.
- 3.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with the Design Team and advise and consult with District. Construction Manager shall review and approve contractor(s)' schedules, but shall not dictate any contractor(s)' means and/or methods of performance.
- 3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.7. Develop and 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. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.8. 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.
- 3.9. Attend all planning, programming and master site planning meetings relating to the Project.
- 3.10. Provide updated cost estimates for the Project at the 100% Design Development 50% Construction Documents Phase and the 90% or 100% Construction Document Phase as directed by District; coordinate with the Design Team and reconcile cost estimates with Design Team's estimates.

- 3.11. Advise District regarding "green building" technology and lifecycle costing, including design review for adherence to CHPS .

4. PRE-BID PHASE

- 4.1. Develop a master schedule and a construction milestone schedule for the Project.
- 4.2. Construction Manager shall in consultation with 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 Design Team to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for District's approval.
- 4.4. Work with the Design Team to separate the construction phase for the Project into bid packages.

5. BIDDING PHASE

- 5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to the Design Team and District as required. Coordinate with the Design Team to respond to bidder questions by addenda.
- 5.2. Prepare bid analyses and advise District on compliance of bidders with District requirements and bid requirements. Report and recommend to District after review and evaluation. Make recommendations to District for prequalification of bidders and award of contracts or rejection of bids.
- 5.3. Conduct pre-award conferences with successful bidders.
- 5.4. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.

6. CONSTRUCTION PHASE

- 6.1. Administer the construction contracts.
- 6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District. Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing

construction contractor(s)' means and methods.

- 6.4. 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(s), and the Design Team.
- 6.5. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.
- 6.6. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 6.7. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 6.8. The Construction Manager 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 Construction Manager shall provide to the Design Team and the District copies of these authorizations.
- 6.9. Develop, implement, and coordinate with assistance from the District, the Design Team, and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 6.10. The Construction Manager shall review the Contractor(s)' Safety Program submittals and review and document the implementation of the Contractor(s)' Safety Program. The Construction Manager shall report any observed deviations from the Contractor(s)' Safety Program and applicable CalOSHA requirements to the appropriate contractor personnel and follow -up with a written safety notice to both the contractor and the District. Neither the Construction Manager nor the District shall be responsible for or have any liability for contractors(s) failure to provide, comply with or enforce said safety programs.
- 6.11. Record the progress of the Project by a daily log.
- 6.12. 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 Construction Manager.
- 6.13. Negotiate contractor's proposals and review change orders prepared by the Design Team, with the Design Team's input as needed, for approval by the District's governing board.
 - 6.14. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
 - 6.15. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
 - 6.16. Assist District in selecting and retaining special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, surveyors, and testing laboratories, and coordinate their services .
 - 6.17. In conjunction with the Inspector and the Design Team, monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance from the Design Team and the Inspector, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the construction Contract Documents.
 - 6.18. To guard District against defects in the work of the construction contractor(s), Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.18.1. Accepted industry standards;
 - 6.18.2. Applicable laws, rules, or ordinances; and
 - 6.18.3. The design documents and Contract Documents;
 - 6.18.4. Where the work of a Construction contractor does not conform as set forth above, Construction Manager shall, with the input of the Design Team:
 - 6.18.4.1. Notify the District of any non-conforming work observed by the Construction Manager;
 - 6.18.4.2. Reject the non-conforming work; and
 - 6.18.4.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
 - 6.19. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.
 - 6.20. Establish and implement procedures, in collaboration with the District and the 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(s) to the Design Team

for review and approval. Maintain submittal and shop drawing logs.

- 6.21. 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.
- 6.22. Prepare and distribute monthly project status reports for the Project, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of RFIs, change orders, and submittals.
- 6.23. Maintain at the Project site and, if necessary at the District Facilities office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. 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(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and the Design Team share responsibility to prepare "Record Drawings" and "As-Built" documents.

7. PROJECT COMPLETION

- 7.1. The Construction Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s), 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, the Construction Manager shall, in consultation with the Architect(s), the Design Team, the Program Manager and PI, 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. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractors' performance and completion of punch list work. The Construction Manager shall review the completed punch list work with the District, the Architect(s), the Design Team, the Program Manager and PI. The Construction Manager shall ensure, with input from these entities, that the completed punch list work complies with applicable provisions of the Construction contract(s).
- 7.3. The Construction Manager shall determine, with the District, the Architect(s), the Design Team, the Program Manager and PI, when the Project or designated portions thereof are complete.
- 7.4. The Construction Manager shall conduct, with the District, the Architect(s), the Design Team, the Program Manager and PI, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of

final completion.

- 7.5. The Construction Manager shall consult with the District, the Architect(s), the Design Team, the Program Manager and PI and shall determine when the Project and the contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

8. FINAL DOCUMENTS

- 8.1. The Construction Manager shall review, monitor and approve all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District 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.
- 8.2. The Construction Manager shall use its best efforts and all due diligence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion or DSA's approval of the Project."

9. WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to 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.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

[THESE TASKS WILL BE "EXTRA SERVICES" FOR ANY HOURLY / T&M FORM OF COMPENSATION]

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement. The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services :

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
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(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparing to serve or serving as a witness in connection with any public hearing (except for a contractor's hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto.
7. Performing technical inspection and testing.
8. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project construction management practice.

EXHIBIT "C"

SCHEDULE OF WORK

[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO EXECUTION OF THE AGREEMENT.]

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, 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."**
2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as indicated below

[PERCENTAGE FEE OPTION -BY PROJECT PHASE]

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Preconstruction Phase	15%
Pre-Bid Phase	5%
Bidding Phase	10%
Construction Phase	60%
Project Completion Phase (Close Out) - (Divided as indicated below)	10%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	4%
Receiving DSA Close Out Certification	2%

[MONTHLY FEE OPTION]

Month	Fee
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____
Etc.	\$ _____

3. District shall retain two percent (2%) of Construction Manager's fee or Ten Thousand Dollars (\$10,000), whichever is greater, until DSA has approved the Project.

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager 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 Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

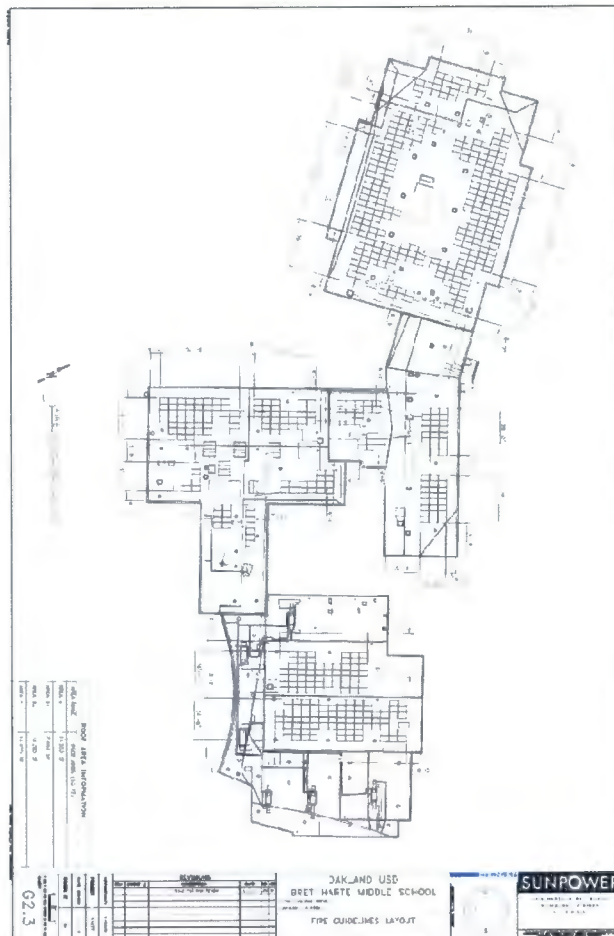
Hourly Rates

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. Construction Manager shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$ _____ .00
Project Director:	\$ _____ .00
Construction Manager (s):	\$ _____ .00
Assistant Construction Manager	\$ _____ .00
Other	
Other	

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%).

Hourly Billing Rates



Company	Name	Proposed New Title	Current Billing Rate
SGI	Cavanagh, C. Joseph	Sr. Project Director	\$156.00
SGI	DM (TBD)	Design Manager II	\$140.00
SGI	CM (TBD)	Construction Manager	\$140.00
SGI	Borton, Rock	Project Manager III	\$135.00
SGI	Sih, Eric	Project Manager III	\$135.00
SGI	Manansala, Victor	Project Manager II	\$130.00
SGI	Barairo, Kevin	Project Engineer III	\$90.00
SGI	Brower, Kyle	Project Engineer I	\$90.00
SGI	Kyu, Don	Controls Manager	\$135.00
SGI	Haddad, David	Controls Engineer II	\$117.00
SGI	Controls Support for Don K	Controls Engineer I	N/A
SGI	Rivera-Garcia, Eduardo	Controls Engineer I	\$115.00
SGI	Cummings, Lakysa	Document Control Specialist	\$90.00
SGI	Ramos, Jamie	Document Control Specialist	\$90.00
SGI	Lett, Tonya	Document Control / Outreach	\$60.00
SGI	Lloyd, Armoni	Administration Manager	\$60.00
SGI	Lopez, Jesse	Administration Manager	\$60.00
CJA	Chew, Donald	Project Manager III	\$135.00
CJA	Scheuremann, Eric	Project Manager III	\$135.00
CJA	Anderson, Al	Project Manager II	\$118.00
CJA	Nhim, Saya	Project Engineer II	\$93.00
CJA	Jang, Colland	Design Manager	\$135.00
CJA	Colland Jang (Cole)	Cole Relocation Manager	\$135.00
FC	Clement, Fred	Cole Relocation Manager	\$135.00

Project Name	Project Number	Start	Finish	Base/Inst Cost	Resource Name	2012				2013				2014	
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3		Qtr 4
1 Risk Mitig Days		Mon 10/1/11	Mon 12/31/12	\$12,913,724.00											
2 Arroyo Viejo CDC Replacement	07024	Tue 11/1/11	Mon 12/31/12	\$3,064,500.00	OUSD_WH										
3 Laurel CDC Replacement	07027	Tue 11/1/11	Mon 12/31/12	\$3,889,800.00	SGCM										
4 Stonehurst CDC Replacement	07025	Tue 11/1/11	Mon 12/31/12	\$3,963,824.00	OUSD_Mary										
5 Webster CDC Alarm Hbzsing	07083	Mon 10/31/11	Mon 12/31/12	\$2,707,600.00	SGCM										
6 Jefferson CDC Fire Alarm	07030	Thu 12/1/11	Wed 2/8/12	\$79,200.00	SGCM										
7 Contra Inland CDC Fire Alarm	07032	Thu 12/1/11	Wed 2/8/12	\$80,200.00	SGCM										
8 Harlet Tuborn CDC Fire Alarm	07034	Mon 10/31/11	Fr 10/9/11	\$79,200.00	SGCM										
9 Piedmont CDC Fire / Intrusion Alarm	07134	Thu 12/1/11	Wed 2/8/12	\$49,500.00	SGCM										
10 Testative Project (Beyond Hill Days)		Mon 10/31/11	Fr 9/29/11	\$76,348,411.00											
11 Various Facility Field	07039	Mon 10/2/12	Mon 12/31/12	\$1,479,369.00	SGCM										
12 Webster Kitchen Renovation	07106	Thu 2/2/12	Fr 8/31/12	\$65,500.00	L/SBE										
13 Hensl KJUU CDC Replacement	07028	Mon 4/2/12	Fr 5/31/13	\$3,275,200.00	SGCM										
14 Washington/Sanctos Academy	06012	Wed 2/1/12	Fr 5/31/13	\$8,807,811.00	CUSO_WH										
15 Fire / Intrusion Alarms		Mon 10/31/11	Tue 10/23/12	\$6,194,038.00											
16 Lookwood ES	07088	Wed 2/1/12	Tue 4/24/12	\$542,700.00	SGCM										
17 Piedmont ES	07123	Mon 7/2/12	Fr 9/21/12	\$687,300.00	SGCM										
18 Lookwood CDC	07129	Thu 2/2/12	Wed 4/11/12	\$108,300.00	SGCM										
19 Santa Fe CDC	07128	Tue 5/1/12	Mon 7/9/12	\$108,300.00	SGCM										
20 Abandera ES	07127	Wed 8/1/12	Tue 10/23/12	\$555,500.00	SGCM										
21 Glenview	07124	Wed 8/1/12	Tue 10/23/12	\$559,300.00	SGCM										
22 Foster Fire Alarm Replacement	07119	Fr 6/1/12	Thu 8/23/12	\$478,500.00	SGCM										
23 Burbank Fire	07130	Mon 10/2/12	Fr 3/23/12	\$621,300.00	SGCM										
24 Buja Vista	07125	Wed 8/1/12	Tue 10/23/12	\$621,000.00	SGCM										
25 Far West Fire	07121	Wed 8/1/12	Tue 10/23/12	\$255,000.00	SGCM										
26 Lafayette Fire	07122	Fr 6/1/12	Thu 8/23/12	\$584,800.00	SGCM										
27 King Estate Fire Alarm Replacement	07118	Wed 2/1/12	Tue 4/24/12	\$608,300.00	OUSD_Mary										
28 Joaquin Mfr Fire	07120	Fr 6/1/12	Thu 8/23/12	\$654,838.00	GGCM										
29															
30 La Encarnia Ed	07043	Tue 11/1/11	Tue 12/31/13	\$40,000,000.00	L/SBE										
31 Hayscourt New CR	07030	Tue 11/1/11	Tue 12/31/13	\$8,400,000.00	L/SBE										
32 Moristar New Classroom	07050	Thu 12/1/11	Tue 12/31/13	\$17,124,285.00	SGCM										
33 Carve Simmons	07140	Tue 5/1/12	Tue 12/31/13	\$11,840,000.00	L/SBE										
34 Project Delta IS Redesign		Mon 10/31/11	Tue 12/31/13	\$19,314,768.00											
35															
36 Claremont Retro Commissioning	07144	Mon 10/3/11	Mon 10/3/11	\$300,800.00	SGCM	SGCM									
37 Oakland High Bld. G Restrooms and Site Work	07146	Mon 10/3/11	Mon 10/3/11	\$1,970,794.00	SGCM	SGCM									
38 Piedmont Portable Installation (Library and Science)	07145	Mon 10/3/11	Mon 10/3/11	\$400,000.00	SGCM	SGCM									
39															
40 Center Baseball Scoreboard	07142	Mon 10/3/11	Mon 10/3/11	\$9,500.00	L/SBE	L/SBE									
41 Coakettown Stadium Light Pole Structural Upgrade	07111	Mon 10/3/11	Mon 10/3/11	\$82,000.00	L/SBE	L/SBE									
42 Golden Gate CDC Fire Alarm	07085	Mon 10/3/11	Mon 10/3/11	\$90,200.00	SGCM	SGCM									
43 Laurel Fire Alarm	07039	Mon 10/3/11	Mon 10/3/11	\$160,000.00	SGCM	SGCM									
44 McClymonds Stadium Light Pole Structural Upgrade	07113	Mon 10/3/11	Mon 10/3/11	\$82,000.00	L/SBE	L/SBE									
45 Melissa Pay Structure Repair	07143	Mon 10/3/11	Mon 10/3/11	\$35,500.00	L/SBE	L/SBE									
46 Oakland Technical Stadium Light Pole Structural Upgrade	07110	Mon 10/3/11	Mon 10/3/11	\$82,000.00	L/SBE	L/SBE									
47 Skyline Stadium Light Pole Structural Upgrade	07112	Mon 10/3/11	Mon 10/3/11	\$82,000.00	L/SBE	L/SBE									
48 Sobramo Park Modernization	07086	Mon 10/3/11	Mon 10/3/11	\$1,574,500.00	L/SBE	L/SBE									
49 Whittier New Classroom Building	07052	Mon 10/3/11	Mon 10/3/11	\$3,000,000.00	L/SBE	L/SBE									
50															
51 Marston CDC Fire Alarm	07192	Mon 10/3/11	Mon 10/3/11	\$83,100.00	SGCM	SGCM									
52															
53 Claremont Landscaping	07038	Mon 10/3/11	Mon 10/3/11	\$1,350,000.00	SGCM	SGCM									
54 Downtown Education Complex Heat Civic	07076	Thu 12/1/11	Tue 12/31/13	\$1,800,000.00	SGCM	SGCM									
55 Highland New Classroom Building	06009	Mon 10/3/11	Mon 10/3/11	\$16,733,142.00	SGCM	SGCM									
56 Lowell Health Clinic	07082	Mon 10/3/11	Mon 10/3/11	\$1,193,660.00	SGCM	SGCM									
57 Lowell Modernization	06004	Mon 10/3/11	Mon 10/3/11	\$17,872,770.00	CUSO_WH	CUSO_Mary									
58 McClymonds Youth & Family Center	07031	Mon 10/3/11	Mon 10/3/11	\$948,707.00	CUSO_Mary	CUSO_Mary									
59 Various Elevator Inspections	06011	Mon 10/3/11	Mon 10/3/11	\$100,000.00	SGCM	SGCM									
60 Various Roper Fire Alarm	03036	Mon 10/3/11	Mon 10/3/11	\$4,000,000.00	SGCM	SGCM									
61 Washington Landscaping	06022	Mon 10/3/11	Mon 10/3/11	\$0.00	CUSO_WH	CUSO_WH									
62															
63 Various	Various	Mon 10/3/11	Mon 10/3/11	\$10,794,847.00	SGCM	SGCM									

	12/11	01/12	02/12	03/12	04/12	05/12	06/12	07/12	08/12	09/12	10/12	11/12	12/12	01/13	02/13	03/13	04/13	05/13	06/13	07/13	08/13	09/13	10/13	11/13	12/13
L/SBE Participation by Month	29%	26%	26%	26%	25%	25%	25%	25%	25%	25%	25%	25%	25%	28%	28%	28%	28%	28%	28%	28%	28%	28%	28%	28%	28%

EXHIBIT "E"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Construction Manager Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Construction Manager's employees 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 Construction Manager's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Construction Manager for the services under this Agreement. 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. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Construction Manager's services under this Agreement and Construction Manager certifies its compliance with these provisions as follows: *"Construction Manager certifies that the Construction Manager has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Construction Manager's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Construction Manager's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Construction Manager's on-site employees of Construction Manager by an employee of Construction Manager, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

[TO BE COMPLETED BY CONSULTANT] I am a representative of the Construction Manager entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Construction Manager.

Date: _____
Name of Construction Manager or Company: _____
Signature: _____
Print Name and Title: _____



OAKLAND UNIFIED
SCHOOL DISTRICT

EXHIBIT A

Community Schools, Thriving Students



Program and Construction Management Services

- **Measure B and J Bond Program and Capital Projects** — July 17, 2013

Building Better Schools

Executive Summary

- SGI looks forward to extending our working relationship with OUSD. In the short time we have been working together, we have made many achievements.
- We possess the strength and knowledge of design, construction and bond management to assist OUSD in fulfilling its future goals.



SGI Program Implementation

- Document Controls



Present

- Plans, project files, and O&M's have been re-organized in an easily navigable format. We have purged area of waste
- Plan room is been physically clean
- Contents of 900 High Street plan room are being logged and archived for the first time
- Start the digitalization document process



Future

- All digitized drawings & O&M's to be accessed via an electronic kiosk, eliminating the need for physical copies to leave the plan room
- Provide network access for all OUSD drawings and documents.

SGI Program Implementation

- Close-Out

Present

- Closed approximately 200 open projects
- Implementing a consistent close out process
- Closing out projects in a priority process

Future

- 100% project closeout
- Process for consistent close-out implemented realized

SGI Program Implementation

- Accounting



Present

- Invoice tracking process implemented by SGI: accurate project budget information
- We are now able to electronically track all invoices.



Future

- Streamlined accounting process, meeting state mandated 30-day deadline

SIG Program Implementation

- Design Planning



Present

- Development of priority list, master schedule and manpower update
- Implemented a project start up procedure identifying costs, schedule and scope for each new project.



Future

- Roll out a clear strategy for staff, program management and scheduling
- Finalize, publish and implement the OUSD design standards and educational specifications

SIGI Program Implementation

- Construction

Present

- Development of weekly construction tracking sheet with quarterly updates

Future

- Build quality school buildings without costly overruns and meeting or exceeding the budget and deadline

- Special Projects- Downtown Relocation

Present

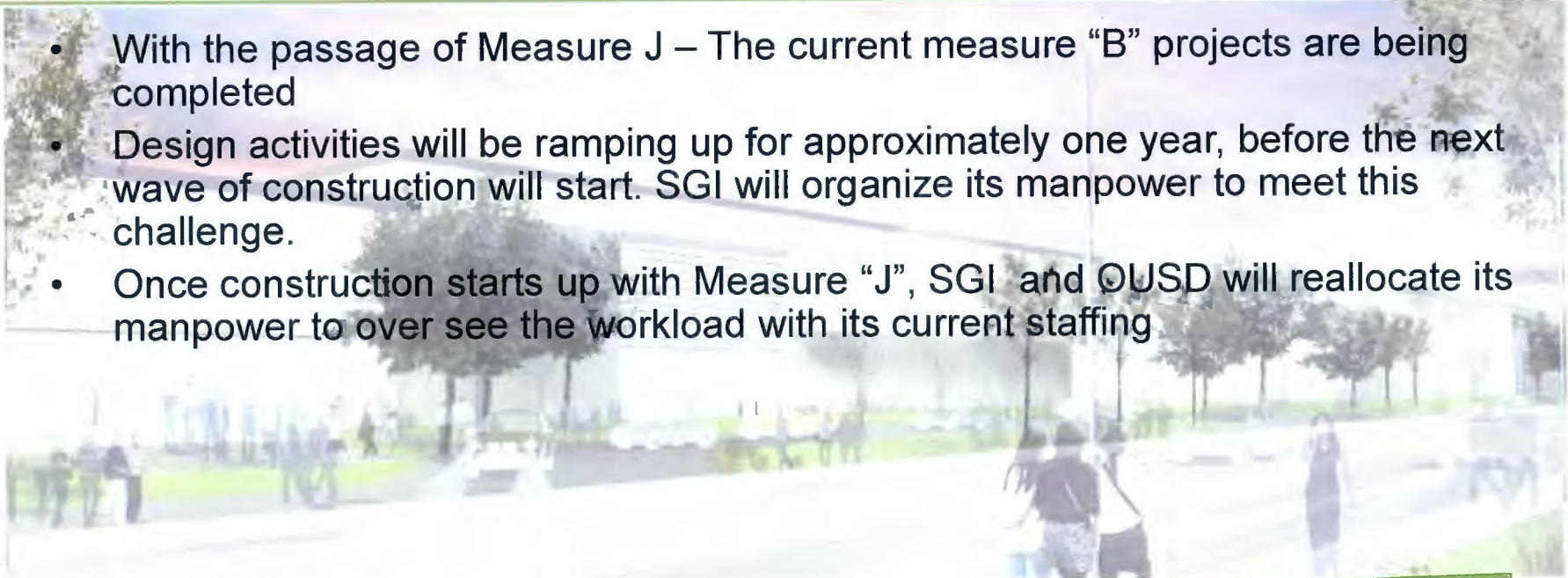
- Special response team for crucial administrative office space

Future

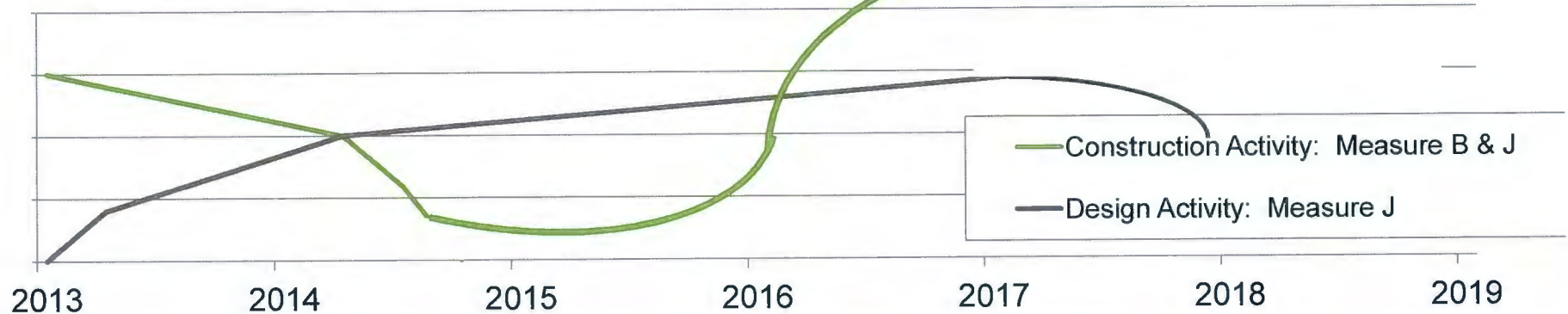
- Creating the ability to quickly respond to the District's special needs, in a timely fashion

Future Plan

- With the passage of Measure J – The current measure “B” projects are being completed
- Design activities will be ramping up for approximately one year, before the next wave of construction will start. SGI will organize its manpower to meet this challenge.
- Once construction starts up with Measure “J”, SGI and OUSD will reallocate its manpower to over see the workload with its current staffing



Design and Construction Timeline



Fee Terms and Services



- Base Fee for 2 year extension: **\$10,865,920**
 - Contract expiration date 12/31/15

LBE Participation

- SGI's estimated LBE participation at contract start (11/16/2011) was 26.4%
- SGI current Total Billed LBE participation to date is exceeding the original estimate by 4.3%, increased to 30.8%
- SGI now meets the LBE qualifications, and is completing the application for LBE certification with the City of Oakland. SGI will be a certified Oakland Business In the next year
- 50% of the SGI Oakland team live in Oakland.

Total Bid Dollar Amount:	\$ 7,205,793
Total LBE Dollar Amount at Bid Time:	\$ 1,905,652
Total LBE % at Bid Time:	26.4%

Current Total Billed to Date:	\$ 5,060,068
Current Total Billed LBE % to Date:	30.8%

Previous Cumulative Total LBE Dollar Amount:	\$ 1,518,443
LBE Dollar Amount this Pay Application:	\$ 38,678
Current Cumulative Total LBE Dollar Amount:	\$ 1,557,120
Current Cumulative Total LBE % of Total Contract:	21.6%

LBE Type	Contractor/Subcontractor Name	Trade	Proposed Local Business Enterprise Dollar Amount At Bid Time	Previous Cumulative Local Business Enterprise Dollar Amount	Amounts this Pay Application			Current Cumulative Local Business Dollar Amount	Remaining LBE Participation (Bid Time vs. Current Cumulative)	Current Cumulative LBE %
					Local Business Enterprise Dollar Amount (LBE)	Small Local Business Enterprise Dollar Amount (SLBE)	Small Local Resident Business Enterprise Dollar Amount (SLRBE)			
SLBE	Colland Jang Architects (SLBE #3426)	CM Services	\$ 1,905,652	\$ 1,398,147		\$ 38,678		\$ 1,436,825	\$ 468,827	19.9%
SLBE	Magdave Associates (SLBE #3226)	CM Services	\$ -	\$ 120,295		\$ -		\$ 120,295	\$ (120,295)	1.7%
	TOTALS		\$ 1,905,652	\$ 1,518,443	\$ -	\$ 38,678	\$ -	\$ 1,557,120	\$ 348,532	21.6%

Conclusion



- The OUSD / SGI partnership has been constructive and fruitful, and there is still work to be completed.
- SGI is thankful for the opportunities and looks forward to improving with the District's growth and development of Measure J and B.

Thank You,

– The SGI Team Partners



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626 844-3070 E-MAIL ADDRESS: speters@insdra.com	FAX (A/C, No): 626 844-3074													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Travelers Indemnity Co. of Connecti</td> <td>25682</td> </tr> <tr> <td>INSURER B :Travelers Property Casualty Co of A</td> <td>25674</td> </tr> <tr> <td>INSURER C :ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Travelers Indemnity Co. of Connecti	25682	INSURER B :Travelers Property Casualty Co of A	25674	INSURER C :ACE American Insurance Company	22667	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 603906560 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

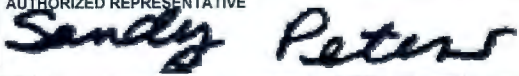
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y Y	6802B072516	12/7/2012	12/7/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	BA7B736965	12/7/2012	12/7/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y Y	CUP2B083684	12/7/2012	12/7/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	UB3771T095	8/15/2012	8/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		G21655880010	1/31/2013	1/31/2014	\$3,000,000 \$3,000,000 Per Claim Annl Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability excludes claims arising out of the performance of professional services
Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.

Oakland Unified School District, their representatives, trustees, officers, officials, employees and volunteers are named as additional insured as respects general and auto liability for claims arising from the operations of the named insured as required per contract or agreement.

*NOTE:

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland CA 94601	CANCELLATION 30 Day/10 Day for Non-Paymnt of Prem SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Oakland Unified School District
955 High Street
Oakland CA 94601

PROJECT/LOCATION OF COVERED OPERATIONS:

RE: All Operations -- Oakland Unified School District, their
representatives, trustees, officers, officials, employees and volunteers

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, 'property damage' or 'personal injury' caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance' to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB3771T095

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Oakland Unified School District
955 High Street
Oakland CA 94601

Job Description

RE: All Operations -- Oakland Unified
School District, their representatives,
trustees, officers, officials, employees
and volunteers

DATE OF ISSUE: 5/1/2013

ST ASSIGN: CA

017106

AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

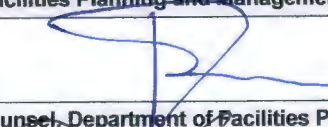
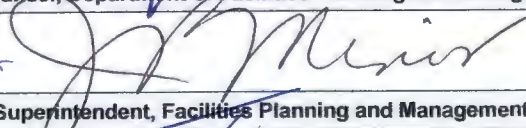
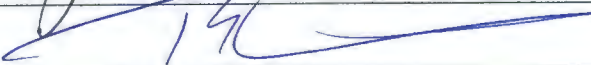
Project Information			
Project Name	Division of Facilities Planning and Management	Site	Facilities
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Sevilla Group dba SGI Construction Management	Agency's Contact	Lance Jackson				
OUSD Vendor ID #	V060630	Title	Principal in Charge				
Street Address	360-22 nd Street, Suite 650	City	Oakland	State	CA	Zip	94612
Telephone	626-395-7474	Policy Expires	12-7-2013				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #							

Term			
Date Work Will Begin	8-14-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$10,865,920.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9590	Fund 2	9189901832	5825	\$10,865,920.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature 	Date Approved	7/29/13	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	8/2/13	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature 	Date Approved		
4.	President, Board of Education			
	Signature	Date Approved		