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## Construction Management Agreement

THIS CONSTRUCTION MANAGEMENT AGREEMENT is entered into as of \*\*\*Insert Data

\*\*\*Insert Data Here\*\*\*  
\*\*\*Insert Data Here\*\*\*

No action or failure to act by the District or any District representative shall constitute a waiver of



\*\*\*Insert Data Here\*\*\*  
\*\*\*Insert Data Here\*\*\*

CONSTRUCTION PHASE:

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

\*\*\*Insert Data Here\*\*\*  
\*\*\*Insert Data Here\*\*\*



\*\*\*Insert Data Here\*\*\*

\*\*\*Insert Data Here\*\*\*

- e. The District shall make timely payments for all invoices that have been approved by the District, Architect and Consultant.
- f. The District shall furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by law or the Contr D F W R U ¶ V F R Q W U D F W
- g. The District shall provide the hook-up for telephone and power for Consultant.

6. PLACE OF WORK:

It is understood that Consultant services shall be rendered largely at the construction site located at \*\*\*Insert Data Here\*\*\*, Sacramento, California and the offices of \*\*\*Insert Data Here\*\*\* located at \*\*\*Insert Data Here\*\*\*, but the Consultant will, on request, provide services at such other places as designated by the District.

7. TIME DEVOTED TO WORK:

Consultant shall perform services







\*\*\*Insert Data Here\*\*\*  
\*\*\*Insert Data Here\*\*\*

Agreement, any question regarding possible conflict of interest which may arise as a result of  
V X F K F K D Q J H Z L O O E H E U R X J K W W R W K H ' L V W U L F W ¶ V D W W H Q W L F

23. WRITTEN NOTICE:

All communications regarding this Agreement shall be sent to Consultant at \*\*\*Insert Data Here\*\*\*, \*\*\*Insert Data Here\*\*\*, CA, unless notified to the contrary and to District at Contracts Office, 5735 47<sup>th</sup> Avenue, Sacramento, CA 94824, unless notified to the contrary.

Any written notice hereunder shall become effective as of the date of personal service or mailing by registered or certified or overnight mail and shall be deemed sufficiently given if delivered or sent to the addressee at the address stated in this Agreement or such other address as may

\*\*\*Insert Data Here\*\*\*  
\*\*\*Insert Data Here\*\*\*

31. INTERPRETATION.

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

32. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Consultant.

SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT

\*\*\*INSERT DATA HERE\*\*\*

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

EXHIBIT A

CONTRACTOR CERTIFICATION

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the Agreement. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement. The District has also determined that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall immediately so inform the District and assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

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Authorized Signature of Contractor

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Date

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Printed Name/Title