



**THIRD PROJECT AGREEMENT BETWEEN
BONSALL UNIFIED SCHOOL DISTRICT (BUSD)
AND THE
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY
AUTHORITY (FACJPA)
Facility Services Support**

This THIRD PROJECT AGREEMENT (“Project Agreement”) by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (“FACJPA” or “AUTHORITY”), AND BONSALL UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“BUSD” or “DISTRICT”) is made as of the final dated signature to this document. AUTHORITY and DISTRICT are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, DISTRICT became a member of the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) upon approval by DISTRICT's governing board (“Board”) in November, 2016, (“AUTHORITY Agreement”); and

WHEREAS, DISTRICT desires to contract with AUTHORITY for services to assist the DISTRICT with consulting, project management and procurement support services as needed for the District’s proposed construction of a new high school; and

WHEREAS, this Agreement authorizes the AUTHORITY, acting through its Agent, the San Diego County Superintendent of Schools (“SDCSS”), to provide professional services to assist the DISTRICT with the many tasks associated with the site selection, design and construction of a new high school , the (“Project”); and

WHEREAS, this Agreement between the DISTRICT and the AUTHORITY will provide consulting, project management support, technical services, procurement support services, as may be requested during the duration of the Project; and

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this THIRD PROJECT AGREEMENT and agree as follows:



- A. The Parties acknowledge that this THIRD PROJECT AGREEMENT sets forth the terms of the management and facilitation work to be completed during the term of this Agreement. The Parties acknowledge that the DISTRICT hereby exercises its discretion to retain the AUTHORITY for the consulting and project management support associated with design and construction of a new high school.
- B. **Project Description.** The Project is described as professional services and District staff support to assist the DISTRICT with the many tasks associated with the site selection (CEQA), phases of design, and construction of a new high school. Services include assisting DISTRICT with consulting, project management, contracting and procurement support, plan review, schedule support, and board action support. Services may include providing template procurement documents for DISTRICT consideration and modification as well as other facilities support and advice for DISTRICT staff.
- C. **Scope of Work.**
1. **Summary.** AUTHORITY shall provide professional school facility related advice, support and guidance to DISTRICT staff as required throughout the Project. Support will be tailored to the needs of the particular DISTRICT tasking. At all steps, services provided shall support the DISTRICT to comply with all applicable laws, including the Education Code and Public Contract Code.
 2. **Services.** Under the terms of this THIRD Project Agreement, AUTHORITY shall provide the following services on as as-required basis according to the needs of the Project:
 - a) **Professional Consulting.** AUTHORITY will participate in the California Environmental Quality Act (CEQA) process as advisor to the District. Authority representative will be present at appropriate meetings and will review and provide comment on CEQA-related documents.
 - b) **Design Development Support.** AUTHORITY will work with onboard architect and District Lease Lease-Back Contractor as the District Representative through finalizing schematic drawings and moving through Design Development. This support shall include addressing the need for the California Department of Education's review of the proposed site plan, layout and drop-off for Title 5 conformance and in preparation to apply for State Funding.
- D. **Schedule**
1. AUTHORITY shall begin support to the Project immediately upon receipt of the fully executed Agreement.



- E. **Fees.** The maximum cost of this contract shall not exceed \$30,000 (Maximum District portion is \$12,000) without prior written amendment. Services shall be performed under the direction of the Assistant Superintendent of Business.

Task	Deliverable	Fee
<u>CEQA Support</u> Review reports/ comments, Attend approximately 6 on-site meetings.	Review comments/ meeting notes.	Lump Sum District <u>\$2,000</u> Cost-share: 60%-Smalls, 40%- District Total \$5,000.00
<u>Design Development</u> Assumption is approximately 4 on site or at architect's office meetings will be needed in addition to the overall review and comments.	Evaluate District standard requirements and document same. Review Design Development documents and provide written comments.	Lump Sum District <u>\$3,000</u> Cost-share: 60%-Smalls, 40%- District Total \$7,000.00
<u>Hourly Services</u> \$110.00 Per Hour	As mutually agreed when asking for hourly services.	NTE District share - <u>\$10,000 Max.</u> as Directed in writing in advance

Deliverables shall be electronic. Mileage is included in hourly/lump sums. No reimbursables shall be charged. Use of these documents is at the sole discretion of the DISTRICT and the DISTRICTS's legal counsel. Services do not include legal counsel, legal reviews, or in any way guarantee the legality and form. It is recommended that DISTRICT use legal counsel to review and advise them on any and all provided advice or documents as appropriate.

- F. **Billing.** AUTHORITY shall invoice periodically throughout the Project. Invoices shall provide detail directly related to the "Fees" section of this Project Agreement. Payment is due within thirty (30) days of receipt of invoice.

G. **District Responsibilities.**

1. DISTRICT will provide a consistent point of contact for management of this Project Agreement and designate an appropriate DISTRICT representative for decision making on the Project.
2. DISTRICT will provide reasonable and timely notice of required tasks and meetings to allow AUTHORITY to provide quality service in a timely manner.



- H. **Optional Additional Services.** Optional additional services are available. It is understood that the District is pending a Bond initiative in November, 2018. Therefore, these services are presented for consideration, negotiation and written Amendment to this Project Agreement once the Project moves ahead.
1. **Construction Document Support Services.** Provide professional facilities services to work with onboard architect and District Lease Lease-Back Contractor as the District Representative through finalizing construction drawings and moving through the Division of the State Architect and other authorizing agencies and utilities.
 2. **State Funding Support Services.** Provide professional facilities services support in pursuit of State Funding. Work with District and supporting Facilities Professionals and Contractors to develop and submit paperwork necessary to maximize state matching funds and oversee that all required tasks are accomplished to position the District to successfully receive State funds.
 3. **Project Management Support.** AUTHORITY is available to provide DISTRICT with project management support services related to the Project. Project management support activities may include but not be limited to:
 - support the DISTRICT's hiring and management of consultants and/or contractors required to deliver the project;
 - attend meeting(s) with consultants and/or contractors and provide input;
 - review all Project documents and providing comments to consultant and/or contractors.
 - Other duties as needed to provide full service project delivery. The scope of potential Project Management services are summarized in Exhibit 1. These services are anticipated to not exceed \$250,000.00 per year for the duration of the construction work and closeout period.
 4. **Project Management Support Plus.** As an alternative to the District holding, managing and paying the contracts for inspection, testing labs, furniture and equipment, and other vendors or consultants needed to deliver a complete Project, AUTHORITY is prepared to offer a turn-key delivery of all support except for holding the Architect's contract and the Lease/Leaseback contract(s).
 5. **Professional and Construction Services Procurement Support.** AUTHORITY shall provide procurement and contracting support for all required professional and construction service providers by assisting the work of DISTRICT personnel to identify, procure, negotiate and contract for professional service providers such as testing labs, inspectors (both in plant and on site), contractors, and others as may be needed to deliver the Project.



I. Term of Agreement and Termination.

This Project Agreement shall expire when services are complete, or no later than three (3) years from the final signature hereto, and may be extended by mutual agreement via a written amendment to this Project Agreement. This Project Agreement may be terminated by either party with thirty (30) days advance notice. Upon termination, AUTHORITY shall provide a final invoice for services rendered within thirty (30) days of such notice.

J. Miscellaneous.

1. This Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
2. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. If any provision of this Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue shall be San Diego County.
5. Each Party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding the Project Agreement.
6. This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties.



IN WITNESS WHEREOF, EACH PARTY HAS EXECUTED THIS TWELFTH PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

<p>DATE: _____</p> <p><u>SCHOOL DISTRICT:</u> <u>BONSALL UNIFIED SCHOOL DISTRICT</u></p> <p>BY: _____</p> <p>(Signature)</p> <p>David Jones Superintendent 31505 Old River Rd., Bonsall Unified, CA 92003</p>	<p>DATE: _____</p> <p><u>AUTHORITY</u> <u>FACJPA AGENCY: SAN DIEGO COUNTY</u> <u>SUPERINTENDENT OF SCHOOLS</u></p> <p>BY: _____</p> <p>(Signature)</p> <p>Mike Simonson Assistant Superintendent Business Services 6401 Linda Vista Rd., Rm 509 San Diego, CA 92111</p>
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EXHIBIT 1

Optional Project Manager Services

This list is intended to be representative of the basic and advanced services of a School Facility Project Manager.

1. Responsible for the planning, implementation, and close-out of facilities capital and major maintenance projects assigned.
2. Manages project component activities including architectural and engineering design, construction, telecommunications and information technology infrastructure, audio-visual and security systems, furniture design and installation, and personnel moves.
3. Prepares scope documents and proposals that identify project objectives, scope of work solutions, conceptual budgets and schedules, assumptions, risks and constraints.
4. In conjunction with and subject to approval by District/Programs Manager, identifies and assembles all necessary team resources (internal and external), including selection and management of consultants, design professionals, contractors, vendors and inter-departmental support.
5. Accountable for contract management (architectural and/or engineering consultants, contractors and suppliers), financial management (budget preparation and approvals, cash flow forecasting, invoicing and cost tracking), and performance management (planning, scheduling, implementation quality, status reporting, and client satisfaction).
6. Develops and manages project budgets and scope changes, tracks and reports project anticipated costs (forecasting), identifies potential budget problems and develops alternatives to address same.
7. Prepares project schedule and identifies milestones, tracks and communicates these to all team members. Identifies and oversees timely resolution of schedule issues.
8. Administers project invoice process, ensuring accurate and timely, turn-around of invoice approvals and consistency with committed cash flows.
9. Assists in or develops consultant, contractor, and supplier RFP's, bid analyses and award or;
10. Prepares/provides vendor contract scopes of work, budget estimates and schedules for contract preparation by others.
11. Relative to all contracts, conducts contract dispute resolution, change order negotiations and provides approval recommendations to District/Program Manager.
12. Ensures that project teams meet all procedural requirements for code, safety, permitting, regulation or policy and audit compliance.
13. Chairs regularly scheduled and special project team meetings.
14. Ensures preparation and tracking of meeting minutes and action item lists.
15. Provides timely and continual communication to customers.
16. Identifies performance and/or resource problems with the District/Programs Manager.
17. Coordinates with and provides feedback to other Project Managers, District/Programs Manager, Facility Managers, Move Managers and Contracting Agents on consultant/vendor performance, project issues, new resources and opportunities for continual improvement.



PM consulting services may more specifically include, but not be limited to, the following:

18. Review and monitor the designer's progress throughout the Design Phase. Ensure adherence to Design Schedule.
19. Prepare, maintain and oversee the project schedule through project construction, commissioning, and closeout.
20. Ensure timely and thorough identification and ordering of Furniture, Fixtures and Equipment ("FF&E") and/or special system (e.g., telecommunications and information technology infrastructure, audio-visual and security systems, furniture) requirements through design development and construction documentation activities.
21. Ensure active coordination between design professionals and Lease-Lease-Back contractor throughout the design process and through construction.
22. Assist design professionals as needed with building Division of State Architect (DSA) plan check submittal and permit processing.
23. Assist designer as needed in developing project addendum. Administer release of Addendum.
24. Clarify scope and role and manage construction contractor preconstruction services.
25. In collaboration with District/Program Manager and Design Team, assist in developing general requirements and specifications to address special site considerations in the construction documents or scope of work.
26. Publish and distribute design coordination meeting minutes
27. Manage and deliver any underground utility, geotechnical, environmental and pre-demo hazardous building material surveys required.
28. Manage and oversee any required site or pre-existing facility preparation.
29. Coordinate utility service points of entry, trenching requirements and final equipment/meter locations with design professionals, contractors, District and other utility or stakeholders, to ensure proper servicing access and minimal construction disturbance to ongoing operations.
30. Develop scope, coordinate selection process and recommend the following for contract with District/Program Manager; DSA Inspector, testing and inspection lab, special inspectors or other non-FF&E vendors required.
31. Consult on selection of air conditioning, fire protection, power conditioning, normal and emergency power distribution systems as applicable. Use these discussions as an opportunity to develop or improve if existing District Standards.
32. Identify and coordinate requirements of District special systems (non-FF&E)
33. Review and approve contractor's proposed list of subcontractors to ensure that standards for financial stability, field performance and quality of finished product are met.
34. Organize and attend Contractor's Pre-bid job walk prior to sub-trade bidding.
35. Review Contractor's Instructions to Bidding Subcontractors prior to issuance
36. Verify contractor's compliance with insurance and bonding requirements prior to the start of construction.
37. Meet with the District/ Programs Manager on an as-needed basis to discuss project relative to contract and change order documents, schedule, etc. At minimum, one 2 hour meeting will be scheduled monthly to review project progress control documentation.
38. Schedule and chair pre-construction meetings with contractors, designers, facilities managers, Safety & Environmental representatives, inspector(s), end users, occupants and other stakeholders as required. Document minutes.



39. Chair ongoing weekly site construction meetings with attendees as listed above; publish and distribute minutes.
40. Ensure safety and environmental standards and policies, where applicable, are enforced within construction and associated parking/storage zones.
41. Ensure contractor supervision is aware of safety and environmental policies and standards, where applicable.
42. Provide monitoring of contractor's construction progress and advise District/Program Manager of any potential delays, unsafe or non-compliant conditions.
43. Evaluate and monitor contractor's critical path construction schedule to confirm that all critical issues are addressed and proceeding in a timely manner; including long lead structural, mechanical and electrical materials and equipment; verify that consideration is given to telephone and power shutdowns and conversions, and early completion milestones for Main Distribution Frame ("MDF")/ Intermediate Distribution Frame ("IDF")/ rooms.
44. Coordinate with vendors and suppliers to projects, as needed, to ensure timely delivery of material and performance.
45. Coordinate environmental sampling and testing of existing conditions prior to demolition or earthwork, or any disturbances to interior construction. Oversee and coordinate the field work of safety services industrial hygiene and abatement contractors, as required.
46. Coordinate timely delivery and set-up of FF&E and/or special system (e.g., telecommunications and information technology infrastructure, audio-visual and security systems, and furniture). Conduct comprehensive on-site inventory to ensure all systems conform with project specifications.
47. Monitor flow of construction phase documentation including submittals, Request for Information ("RFI") and design team bulletins. Ensure general contractor is keeping current logs.
48. Coordinate with general contractor in establishing acceptable progress for monthly billing and review/recommend approval, as appropriate.
49. Review each contractor change order request ("COR") to confirm conformance to formatting requirements, material costs are quoted at prevailing market rates, trade labor costs are substantiated by valid wage rate worksheets and to verify that scope of change is warranted in light of base contract requirements. Recommend approvals/denials to District/ Program Manager, as appropriate.
50. Manage closeout deliverable process (e.g., notice of completion, warranties, punch list, as-built drawings, DSA documents).
51. Reconcile all construction contract allowances at close-out.
52. Coordinate and document all aspects of the Facilities project compliance program, including DSA & compliance, and occupancy & turnover checklists; oversee and engage involvement of District Safety and Environmental Services representatives in ensuring compliant installations.
53. Maintain the Project Management Checklist through the entirety of the project, identifying relevant activities and ensuring completion in a timely manner.

End of Exhibit 1