



**NAPA VALLEY
UNIFIED SCHOOL DISTRICT**

Contract No. _____

3.1-20
SPC ~~11111~~

**NAPA VALLEY UNIFIED SCHOOL DISTRICT
CONTRACT FOR CONSULTANT SERVICES**

The NAPA VALLEY UNIFIED SCHOOL DISTRICT, hereinafter "District", and VanPelt Construction Services (VPCS), hereinafter "Contractor", do hereby agree as follows:

1. **Description of Service:** The Contractor will provide the following service: **Program Management & Construction Management**
2. **Term of Agreement:**
Consultant work will commence beginning 7/1/2019 and be completed by 6/30/2020.
3. **Compensation:**
The district will pay for services rendered on:
 (a) A fixed fee basis of:
 (b) A time and expense basis of:
 (c) A total cost basis not to exceed: \$3,126,722
4. **Expenses:**
Description and amount of any costs in addition to compensation:
5. **Method and Times of Payment:** **Within 45 days of receipt invoice.**
6. **Performance:**
List specific persons or profession classifications that will perform work:
Program Management & Construction Management (see attachment)
7. **District Contract Administrator:**
Jennifer Gibb
8. **Funding Source and Account:** **Fund 21, Measure H**
9. **Contract Documents:**
This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments. **W-9 Form:** ☒ On file ☐ Attached
10. **State Retirement**
Are you retired from STRS / PERS ☐ Yes ☒ No If yes, date _____

AGREED TO AND SIGNED THIS _____ DAY OF _____, 2019.

Signature
Van Pelt Construction Services (VPCS)
4707 Mangels Blvd.
Fairfield, CA, 94534
(707) 438-3790

Signature
Contract Administrator:
Jennifer Gibb
Facilities Financial Analysis

Social Security or IRS Tax ID MUST BE ON FILE WITH ACCOUNTING

Contracts over \$1000 and all categorically funded contracts must receive the following approvals:	Date
Assistant Superintendent or Director: _____	_____
Assistant Superintendent, Human Resources: _____	_____
Board Approval: _____	_____

Original - Contract Administrator
NVUSD 198 (Revised 1/19)

Copy - Accounting

Copy - Contractor



NAPA VALLEY UNIFIED SCHOOL DISTRICT

GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT: Napa Valley Unified School District 2425 Jefferson Street Napa, CA 94558	CONSULTANT Van Petl Construction Services (VPCS) 4707 Mangels Blvd. Fairfield, CA 94534
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6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
13. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.
14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.

Contractor

Date

Original-Contract Administrator

Copy-Contractor



Build With a Name People Trust.

June 4, 2019

Michael Pearson
Exc. Director of Facilities, Maintenance & Operations
Napa Valley Unified School District
2425 Jefferson Street
Napa, California 94558

Reference: Napa Valley Unified School District
Subject: Measure H Bond Program and Project Management FY19/20

Dear Mr. Pearson,

VPCS is pleased to submit the following proposal for the Program Management and Project Management services related to the Measure H Bond for the 19/20 Fiscal Year.

Project Management Services:

<u>Project Management</u>	<u>4% of FY18/19 Construction</u>	<u>\$194,431/month</u>
Fiscal Year Total Fee:	12 months	\$2,333,172/FY

Program Management Services:

<u>Program Management</u>	<u>1.1% of Bond/48 months</u>	<u>\$66,129/month</u>
Fiscal Year Total Fee:	12 months	\$793,550/FY

Fee to be billed monthly, payable within 30 days. Fees include all travel, insurance, taxes and services necessary to complete the above-mentioned scope. Fees do not include: office space and office equipment.

We look forward to building our relationship with the Napa Valley Unified School District and thank you for this opportunity.

Very Truly Yours,
VAN PELT CONSTRUCTION SERVICES


Kelli Turgeon for Mark Van Pelt

Mark Van Pelt
President

1) Program Management

- a) **Bond Program Master Schedule:** a schedule tracking every project for the bond program from planning and pre-construction activities through project close out and occupancy. This schedule can be tracked against the bond program budget to anticipate cash flow and bond sales. It is also used to track against commitments/delivery dates given to the public. Additionally, the bond program schedule is an important tool to allow all departments and team members within the District to track their work flow and anticipate their responsibilities to the projects.
 - i) Development of master schedule with critical milestones for each project.
 - (1) Land Acquisition (as needed)
 - (2) Site Survey
 - (3) Geo-Technical Report
 - (4) Hazardous Materials Report
 - (5) CEQA / EIR process (as needed)
 - (6) Project Design
 - (7) DSA Submission & Approval
 - (8) CGS Submission & Approval
 - (9) Contractor Bid/Selection Process
 - (10) Construction
 - (11) Project Close Out
 - (12) DSA Close
 - ii) Track/Update master schedule – Monthly or as needed.
 - iii) Work with all District consultants and internal staff ensure the commitments on the master schedule are met and/or develop strategies to mitigate impacts to the schedule if there are changes.
 - iv) Evaluate the schedule for potential issues with bid coverage, consultant band width and project stacking.
- b) **Bond Program Financial Tracking:** Assist the Facilities Financial Analyst with tracking of all funds associated with the bond program.
 - i) Track/Report all expenses for planning/pre-construction.
 - (1) Design
 - (2) Geo-Technical
 - (3) Hazardous Materials Survey
 - (4) Land Acquisition
 - (5) DSA fees
 - (6) Etc.
 - ii) Track/Report all expenses for construction.
 - (1) Inspector of Record
 - (2) Geo-Technical Inspection
 - (3) Special Inspection / Materials Testing
 - (4) OFCI items
 - (5) FF&E items
 - (6) Etc.
 - iii) Track/Report Bid Results and how bid savings or overages effect the overall budget.
 - iv) Track/Report all Construction Change Orders

- (1) Track Change Order costs in light of the project contingency designated by the Bond Program Budget.
 - (2) Report status of the project contingencies to the Financial Analyst.
- c) **Research and Recommend Delivery Methods:** Work with the District to determine Project Delivery Methods that best suits the needs of the project and present best value to the Bond Program.
- d) **Provide Research, Recommendations & application info for funding opportunities**
 - i) Assist the District, by offering industry professionals experienced with OPSC funding opportunities
 - ii) Assist the District, by gathering all applicable information for given projects, for use in applications.
- e) **Consultant Selection and Management:** The Program Manager assists the District in the management of all other consultants (such those listed in the above section). This can start with selection and proposal evaluation and go through the duration of the consultant's contact to close out.
 - i) Issue requests for proposal to potential consultants.
 - ii) Evaluate proposals for best value.
 - iii) Establish scope of work, deliverables and milestones.
 - (1) Work with consultant to ensure these are met.
 - iv) Shepard the process of getting deliverables for consultant's work to proper state agencies, other consultants, contractor, etc.
 - v) Establish good working relationships with consultants. Foster a team atmosphere that promotes NVUSD as a good business partner.
 - vi) Draft Board of Education agenda items (as needed) for the recommendation to contract with consultants.
- f) **Manage Design:** From Planning to DSA approval, the Program Manager is in place to shepherd the design of the project.
 - i) Work with Design Team to ensure milestones for project design are met, as outlined in the Program Schedule.
 - ii) Schedule and attend regular meetings with the Design Team to evaluate the current design, foster accountability and provide feed-back and information so that the design is in line with the needs of the District.
 - iii) Schedule and attend regular meeting with all involved parties for each project.
 - (1) District M&O staff
 - (2) District Managers
 - (3) Campus Administrators
 - (4) Campus User Groups
 - (5) City (as required)
 - (6) County (as required)
 - (7) PG&E (as required)
 - (8) At&t (as required)
 - (9) City Fire Department (as required)
 - iv) Distribute Design Documents to involved parties as needed, at each stage of design.
 - v) Transmit critical information to the Design Team from the District.
 - (1) Record Documentation of the existing campus (as needed)
 - (2) Projected Enrolment

- (3) Information regarding the programs and needs for each of the spaces.
- (4) District standard materials and products that must be incorporated into the design.
- (5) Preferred color schemes.
- (6) Etc.
- vi) Provide 3rd Party Constructability Review of Design Documents
- vii) Vet/Confirm/Make Recommendations regarding Design Team estimates submitted at each of the phases of Design.
- viii) Track Documents as they work through the DSA approval system.
 - (1) Involve District Management as needed to coordinate with the State.
- ix) Work with Design team to ensure submission of design to all applicable state agencies.
- g) **Big Picture:** Generally speaking, the Bond Program Manager must understand all projects at all stages of Design and Construction and see how they fit into the larger picture of the Bond Program. They are an advisor and advocate for the District to do what is necessary to make sure the program is a success.
 - i) Provide a single point of contact for the District on all projects
 - ii) Assist the District with documentation of approvals, time lines, design choices, scope changes, budgetary changes, consultant selection, bid management, etc.
 - (1) Clear documentation is beneficial to the District for many reasons
 - (a) Transparency to the public
 - (b) Audit success (both financial and performance)
 - (c) Litigation defense
 - (d) Building time lines
 - (e) Maintaining accountability for all parties
 - iii) Assist the District with communication with the community
 - (1) Attend and present as needed at CBOC meetings
 - (2) Attend and present as needed at BoE meetings
 - iv) Advise the District on the current construction market
 - (1) Financial trends
 - (2) New products
 - (3) New delivery methods
 - (4) Lessons learned from previous projects at other districts
 - (5) Connections to contractors and consultants within the industry
 - (a) Advocate for the District as a good business partner
 - (b) Understand current methods, practices, services, products and their associated financial impacts.
 - (i) This info can be a phone call away.

2) Project Management – for each project within the Bond Program

- a) **Bid Management:** During the bid process the Project Management Team gets the hand off from the Program Managers. They work very closely with the District staff and Design Team to make sure all parties are on the same page and information is distributed equally and in compliance with public contract code.
 - i) Set bid schedule with District and Program Manager.
 - (1) Confirm with Design Team
 - (2) Make all other consultants aware of the schedule of events and their involvement.

- ii) Work with the Design Team and the District to prepare for and conduct the pre-bid conference and site walk.
 - (1) Review Agenda
 - (2) Review schedule of events
 - (3) Determine handouts and visual aids
 - (4) Determine who will present what information
- iii) Work assist the District in the issuance of the project documents to attendees of the pre-bid conference
- iv) Develop the pre-bid RFI tracking lot
 - (1) To ensure all questions are addressed in addenda prior to the deadline
 - (2) Gives District and Design Team access to the log of questions so each can answer what is applicable to them
- v) Work with Design team to issue addenda in a timely manner
 - (1) To answer bidder questions
 - (2) Correct conflicts/omissions in the documents
 - (3) Adjust bid and contract timelines as needed.
- vi) Foster Bid Coverage – a key element to staying within budget.
 - (1) Call all pre-bid conference attendees to determine if they are interested in the project and willing to bid.
 - (a) Promote the District as a good business partner
 - (b) Promote the project
 - (c) If contractor is not bidding, determine why and if the factors are market driven or specific to the contractor.
- vii) Attend/Manage the bid opening
- viii) Assist the District in vetting the bid packages.
- ix) Work with District and legal counsel to respond to protests as needed.
- x) Conduct post-bid interview with apparent low bidder
 - (1) Determine the bid was successful and there is no intent to drop out
 - (2) Start a good relationship with the contractor
 - (3) Discuss any foreseeable issues
 - (4) Discuss what planning the team can do in advance to ensure success
 - (5) Introduce the District, Project Manager and consultants to the project
 - (6) Understand the Contractor's staffing plan
- xi) Assist District in Drafting the BoE agenda item with recommendation to award contract.
 - (1) Attend BoE meeting as needed to provide additional information
- b) **Construction Phase Management:** The Project Manager is on site every day to make sure the District's interests are well represented. The Project Manager is the hub of communication for all involved parties within the project.
 - i) Coordinate the scheduling and the scope of work for inspection.
 - (1) Inspector of Record
 - (2) Special Inspection / Materials Testing
 - (3) Geotechnical Testing
 - ii) Chair OAC weekly meeting
 - (1) Ensure attendance by Design team, Contractor, Inspector, District (as needed)
 - (2) Maintain meeting minutes

- (3) Document decisions made
- (4) Track action items for the District and other team members
- (5) Bring new issues up for discussion
- (6) Foster a team environment
- (7) Coordinate site walks between Design Team and Contractor to make sure issues are resolved and Design Team is up-to-speed with progress on site.
- iii) Track RFI's
 - (1) For swift response by the Design Team
 - (2) For cost impacts
 - (3) For consistence with the District's intent for the project
 - (4) For schedule impacts
 - (5) For pro-active / solution-based questions and responses.
- iv) Track Submittals
 - (1) For swift response by the Design Team
 - (2) For coordination as needed with M&O team
 - (3) For changes to the original design
 - (4) For changes with cost impact
 - (5) Coordinate with Contractors schedule to see if submittals are completed prior to work on site and with consideration for product lead times.
- v) Review General Contractor Base Line Schedule and subsequent updates (Monthly)
 - (1) For a single / logical critical path
 - (2) For meeting project milestones
 - (3) For changes in logic that may have unseen impacts
 - (4) For successful completion
 - (5) For coordination with District IT and M&O Staff
 - (6) For coordination with FF&E Procurement
 - (7) For coordination with OFCI items
- vi) Review of General Contractor's Schedule of Values and subsequent Pay Applications (Monthly)
 - (1) For consistency with the contract
 - (2) For sufficient break-down by trade/scope of work
 - (3) For consistency with progress on site
 - (4) For associated documentation
 - (a) Conditional Waivers
 - (b) Unconditional Waivers
 - (c) Certified Pay Roll Submission
 - (5) For up-to-date As Builts
- vii) Coordinate Review of As Builts with Contractor and IOR (Monthly)
- viii) Review/Track/Report all Construction Change Orders
 - (1) Review each PCO for validity, accuracy and consistency with the market.
 - (2) Negotiate PCO's as needed
 - (3) Make recommendations to the District for approval or rejection of PCO's after a full vet.
 - (4) Package PCO's into Change Orders for District approval
 - (5) Track Change Order costs against Project contingency

- (6) Make recommendations to District and work with Design Team to mitigate PCO's whenever possible.
 - (7) Foster a strong working relationship with Contractor to help with negotiations and fair pricing.
- ix) Communicate status of the project's construction to
 - (1) District Management
 - (2) Program Manager
 - (3) M&O Staff
 - (4) IT Staff
 - (5) Campus Admin
 - (6) User Groups (as needed)
 - (7) Governing Agencies
- x) Host tours of the construction site to interested parties.
- xi) Plan/Procure/Coordinate Delivery of FF&E items.
- xii) Plan/Procure/Coordinate Delivery of OFCI items.
- xiii) Coordinate the activation of site utilities.
 - (1) Domestic water
 - (2) Power
 - (3) Sanitary Sewer
 - (4) Storm Drain
 - (5) Communication/Data
- xiv) Coordinate/Schedule/Receive/Document information associated with building commissioning.
- xv) Provide a communications link between the District and Contractor.
- xvi) Field neighbor questions/concerns associated with the project.
- c) **Project Close Out:** the quick and thorough closeout of a project is critical to the success of the construction program.
 - i) Ensure all parties associated with the project file close out documentation with DSA.
 - ii) Coordinate the submission of Contractor as built
 - iii) Coordinate the review of Contractor as built by the Design Team and their conversion to final record documents.
 - iv) Coordinate the submission of Contractor's Maintenance and Operations manuals.
 - v) Coordinate the review of Contractor's Maintenance and Operations manuals by the Design Team.
 - vi) Coordinate the submission of Contractor's warranties.
 - vii) Coordinate the review of Contractor's warranties by the Design Team.
 - viii) File all of the above close out documentation within the District file system.
 - ix) Schedule and document training for all systems within the new facility for M&O Staff and Campus (as needed).
 - x) Coordinate with user group for any issues after move in.
 - (1) Additional FF&E needs.
 - (2) Warranties issues
 - (a) Schedule contractor repairs
 - (b) Track their completion