



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: April 22, 2021

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

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Notices of Completion – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
California Department of Education A21-00097	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$14,601 No Match
<p>7/1/20 – 9/30/22: Alternate Dispute Resolution (ADR) Grant. Funding for the ADR process to respond to and resolve local complaints and concerns regarding the implementation of the Individuals with Disabilities Education Act. The ADR process is a desirable and effective practice that supports the positive interaction and collaboration among parents and educators, and promotes the implementation and use of conflict resolution throughout the state.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
Architectural Nexus, Inc. SA21-00367 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>4/6/21 – Architectural and Mechanical Engineering Services for the District-wide HVAC Assessment Project.</p> <p>The District utilizes a two-step process to contract architectural firms as described below.</p> <p>1. Ratification of the Master Agreement for Architectural Services with Architectural Nexus, Inc. is requested. The firm was selected for the District’s pool of qualified architects through a rigorous Request for Qualifications process completed in February, 2020. As firms are contracted for their first capital project, the District requires each firm in the pool to execute a Master Agreement. After the Master Agreement is executed, the District proceeds to contract the firm for a specific capital project. Exhibit A, Project Authorization Form, of the agreement is used to assign projects and includes detailed, project-specific scope, schedule, compensation, etc.</p> <p>2. Ratification of the Project Authorization Form for the firm’s first assigned project under the new Master Agreement is requested. The firm is providing architectural and mechanical engineering services for the District-wide HVAC Assessment project. In coordination with the District, and the District’s Testing and Balancing (TAB) contractor, and Mechanical/Electrical/Plumbing contractors, 83 school sites will be assessed with the intention of identifying spaces at each school site whose mechanical systems have been reviewed and tested to meet guidelines set forth by ASHRAE, CDC, and CDPH. Please refer to the Project Authorization Form for project details.</p>	\$641,638 CARES Funds

See Below 4/1/21 – 6/30/21: Service to ensure all 3,572 HVAC units throughout the District are disinfected and functioning properly in order to mitigate the spread of COVID-19. Service includes but is not limited to: checking electrical and gas connections; replacing worn or damaged components; disinfecting units; documenting refrigerant charge, air temperatures, gas pressure; and tagging/reporting units that need more extensive repairs. The 6 mechanical contractors listed below were determined to be qualified to perform the services based on past experience working with the District. The number of units assigned to each contractor is based upon the contractor's availability and how many units the contractor estimated they could service in 60 days between April 1 and May 31.

\$2,860,000
CARES Funds

New Contracts:
 Yes
 No

Contracts

R21-03899	ACCO Engineered Systems	\$550,000
R21-03901	Airco Mechanical	\$475,000
R21-03902	IES/Site Logiq	\$530,000
R21-03903	Intech Mecanical	\$475,000
R21-03904	Johnson Controls	\$330,000
R21-03906	MSI Mechanical	\$500,000

SPECIAL EDUCATION

Eaton Interpreting SA21-00067 7/1/20 – 6/30/21: Interpreting services as requested by the Special Education department during the 2020/21 school year. Services include sign language interpreting for Deaf and Hard of Hearing students. The pending Amendment No. 1 is required due to distance learning interpretations for students. The additional funds have caused the agreement to exceed the threshold where Board approval is now required.

Original Amount:
\$60,000

Increase: \$80,000

Total:
\$140,000
Special Education
Funds

New Contract:
 Yes
 No

Excel Interpreting SA21-00147 7/1/20 – 6/30/21: Interpreting and translation services as requested by the Special Education department during the 2020/21 school year. Services include interpretation for Individualized Education Plan (IEP) meetings, parent conferences, and assessments/screenings as well as document translation services for IEPs and other reports from English to other languages as necessary for families with limited English proficiency. Increase is required due to distance learning, including translation of individual classroom instruction, occupational therapy, physical therapy, and speech therapy.

Original Amount:
\$170,000

Increase:
\$120,000

Total:
\$290,000
Special Education
Funds

New Contract:
 Yes
 No

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Roebbelen Contracting	Lisbon Dry Rot/Roof Replacement	3/5/21
Valley Precision Grading	Luther Burbank Synthetic Turf & Infill Replacement	3/26/21

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870		CDE GRANT NUMBER				
		FY	PCA	Vendor Number	Suffix	
		20	13007	67439	E1	
Attention Jorge Aguilar, Superintendent		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Sacramento City Unified, 3412		Resource Code	Revenue Object Code	34		
Telephone 916-643-9000		3395	8182	INDEX		
Name of Grant Program 2020-21 Alternate Dispute Resolution Expansion					0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$14,601		\$14,601		07/01/2020	09/30/2022
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.027A	H027A200116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	
<p>I am pleased to inform you that you have been funded for the Alternate Dispute Resolution Expansion Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to the ADR mailbox at ADR@cde.ca.gov</p> <p style="text-align: center;">Michael Wimberly, Education Programs Consultant Opportunities for All Branch Special Education Division, Office of the Director California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Michael Wimberly, Special Education Division				Job Title Education Programs Consultant		
Email Address mwimberly@cde.ca.gov				Telephone 916-319-0377		
Signature of the State Superintendent of Public Instruction or Designee 				Date March 19, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
Email Address				Telephone		
Signature ▶				Date		

Grant Award Notification (Continued)

9. To continue receiving grant payments, the grantee must complete and return the enclosed 2020-21 ADR Expansion Grant Progress Report to the ADR mailbox at ADR@cde.ca.gov, on the basis of the reporting periods provided on the form. To request a digital copy of the 2020-21 ADR Expansion Grant Progress Report, please email ADR@cde.ca.gov. ADR Expansion Grant funding may be impacted by the data and information provided.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Michael Wimberly, Education Programs Consultant, Special Education Division, by phone at 916-319-0377 or by email at ADR@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report
Special Education Local Plan Area Director: ADR Expansion Grant Supplemental Assurances Statement and ADR Expansion Grant Progress Report



PROJECT AUTHORIZATION FORM

SCUSD HVAC Assessment Project

Date: April 6, 2021

Pursuant to the Master Architect Agreement dated April 6, 2021 between Architectural Nexus, Inc. (Architect) and Sacramento City Unified School District (District or SCUSD), Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Architectural and mechanical engineering services for the SCUSD HVAC Assessment project. The District has a total of eighty-three (83) school sites that will be included in the assessment. The intent of the assessment and associated modifications is to identify spaces at each school site whose mechanical systems have been reviewed and tested to meet guidelines set forth by ASHRAE GUIDANCE FOR REOPENING OF SCHOOLS (8/20/20), REOPENING OF SCHOOLS AND UNIVERSITIES (7/17/20) CDC Operating schools during COVID019: CDC's Considerations (3/1/21) and CDPH CONSOLIDATED SCHOOL GUIDANCE (1/14/21).

Program Components/Project Scope

The process of assessment will consist of several steps.

- School sites architectural verification
- School sites HVAC System Assessment, Tag Anomalies
- School sites Minor Repairs
- Testing and Balancing
- Non-passing spaces recommendation options
- Assessment Report Completion

To begin this process, Architect will visit eighty-three (83) school sites. Architect will use site plans or 1A site maps in PDF form as the site keys for each campus and will use those PDFs to verify items as listed under Architectural Space Assessment (see below). District will provide the site plans or 1A site maps in PDF form. For the architectural site assessment, it is anticipated that the District will provide Architect with keys to the campuses to be visited each week.

Architect will begin with elementary schools to be followed by middle and then high schools, based on District's priorities for schools to transition to in-person learning. The District has sixty-four (64) elementary and K-8 campuses, six (6) middle school campuses and thirteen (13) high school campuses.

The assessment will be broken down by school campus and within each school campus, by building. The assessment will include main functional spaces (classrooms, science labs, vocational classrooms, offices, libraries, gym spaces, student locker rooms, office/ad min suites, multipurpose rooms, auditoriums, lobbies at theaters/auditoriums, nurses' offices, restrooms, teachers' lounge or teachers' collaboration rooms). Incidental use spaces and non-curriculum spaces and sites (e.g. closets, janitor's closets, storage spaces, corridors/transition spaces, maintenance buildings, sheds) will not be part of the assessment.

Architectural Space Assessment:

The architectural space assessment will consist of the following:

- a. Team of two will visit each school site. SCUSD-provided keys will allow access by team to all buildings and spaces.
- b. Team will verify and note overall room dimensions and overall ceiling height of each main functional space to be noted in assessment report matrix. Room occupancy type will also be included.
- c. Team will identify if each space has operable windows and doors that open to the outside. This will indicate if space has direct access fresh air. Assessment will note spaces that do not have operable windows or doors connecting directly with outside.
- d. The preliminary space data will be compiled in the assessment report matrix.
- e. Assessment report matrix will be updated and distributed to project team on an ongoing basis. This will allow the mechanical team to proceed with HVAC-equipment verification on a staggered parallel track.

Mechanical Space Assessment:

The second (mechanical) assessment will consist of the following:

- a. Mechanical team will use the room area information provided in the architectural assessment to determine the ventilation/filtration rates required by code for each of the main functional spaces.
- b. Mechanical team will visit each school site to do functional testing, with District-contracted controls contractor, to manipulate mechanical system. Mechanical engineer will identify building mechanical system anomalies and notify District. Repairs will be done by District's mechanical/electrical/plumbing (M/E/P) contractors. Once these are completed, the Testing and Balancing (TAB) contractor (under contract with the District) will follow.
 - i. Minor repairs - it is the intent of this process that minor repairs will be corrected by the District's controls and M/E/P contractors upon the repair issues being identified.
 - ii. Major repairs - repairs that cannot be made by District's controls and M/E/P contractors, that require equipment design changes, replacement of equipment and modifications beyond maintenance work, or that require further investigation and design/engineering to resolve, will not be addressed in this assessment effort.
- c. TAB contractor shall test and adjust each mechanical system for ventilation rate. Ventilation rates achieved shall be incorporated into the assessment matrix. For spaces that are not able to achieve the required ventilation/filtration rates, mechanical engineer shall provide recommendations.
- d. Based on the data resulting from running the HVAC equipment, several categories of room results will be determined:
 - i. Rooms that meet the minimum air ventilation/filtration criteria will be color coded in one color. Green Space designation is conformance with criteria.
 - ii. Rooms that do not meet the minimum air ventilation/filtration criteria will be coded in another color. Yellow space designation is not in conformance with criteria but can do so using predetermined, off-the-shelf solutions which are expected to bring the space into compliance. No further mechanical engineering is required (e.g. room filtration unit - in the case where we can achieve a design ventilation rate with filters that are lower performing than MERV 13, a dedicated room filtration unit with a high-performance HEPA filter will be recommended).

- iii. Rooms that cannot be provided with outside air directly as well as rooms with existing HVAC equipment that is not capable of providing the air ventilation/filtration criteria will be color-coded a third color. Red Space designation is for spaces where repair and adjustment cannot bring the room's air ventilation/filtration rates to meet the criteria. Further engineering and analysis are required. Several recommendations may be provided (listed below) but will require further design effort. Mechanical consultant shall provide recommendation to address areas where fresh air cannot be provided by either means (HVAC or operable windows) with current systems. Should a system not be capable of design ventilation rate with MERV 13 filters, air treatment options will need to be pursued. Options include:
 - 1. UV and IONS - UV and Ions have been identified by the Environmental Protection Agency as having similar value as air treatment technologies. UV has the advantage of having been thoroughly tested and has specified values of performance stipulated by ASHRAE. Ions on the other hand have no third-party testing nor third-party performance criteria. The only factor that ASHRAE specifies relative to ions is that systems comply with UL-2998. Limited testing data available on these.
 - 2. New mechanical equipment and ductwork distribution systems.
- iv. UV is a harder system to apply in that direct UV radiation can be harmful to humans. Also due to the requirements for power level/exposure time needed to achieve disinfection the only practical method for applying UV is "upper air". This requires UV light to be installed above 7 feet and shine out horizontally for maximizing exposure time to the air.
- v. Ions have the advantage in that they directly affect the air molecules and can be deployed in the air conditioning systems as a result are far less expensive. This is a reason why they have been so broadly deployed in schools to date.

Assessment report matrix will be updated and distributed to project team on an ongoing basis. This will allow the mechanical team, controls and M/E/P contractors and the TAB contractor to proceed with HVAC systems verification/repair on a staggered parallel track with the architectural assessment.

While the assessment report will be updated on a regular basis, the final assessment report will be distributed once all sites have been visited, HVAC equipment has been checked and resulting TAB information recorded and recommendations have been made for spaces that cannot achieve results that are compliant with guidelines set forth in the ASHRAE GUIDANCE FOR REOPENING OF SCHOOLS (8/20/20), REOPENING OF SCHOOLS AND UNIVERSITIES (7/17/20) CDC Operating schools during COVID-19: CDC's Considerations (3/1/21) and CDPH CONSOLIDATED SCHOOL GUIDANCE (1/14/21).

We anticipate updating the assessment matrix at the end of each week to reflect school sites visited and information gathered. Regularly scheduled one-hour meetings of the project team (SCUSD, Capital Engineering, Arch Nexus, TAB contractor, M/E/P contractors as appropriate) are planned and shall occur once every two (2) weeks via Zoom. Documentation will be accessible via Bluebeam.

There is no agency review included in this agreement. No other disciplines are anticipated as part of the scope and are thus excluded from this agreement.

Clarifications, Assumptions and Exclusions:

1. This project assumes work at any of the school sites associated with this proposal will not require DSA review. No other City, County, Utility or other agency permitting requirements are included. The work shall fall under the category of maintenance.
2. The proposed schedule is based on estimated site assessments by architectural team to run for ten (10) weeks. Mechanical team assessments follow two weeks later and are also estimated to

run for sixteen (16) weeks. Should access or other changes (unforeseen conditions) affect that assumption, Architect shall have the option to negotiate with District to adjust fee and schedule as needed. M/E/P contractors and TAB contractor work-effort durations are also estimated. If those work effort durations change, Architect shall have the option to negotiate with District to adjust fee and schedule.

3. Plumbing modifications are excluded from this project.
4. No other design disciplines besides the two noted in this agreement are included in the scope of this project. Should other design disciplines be needed, they can be provided under a separate project amendment.
5. No bidding or construction administration is included in the agreement.
6. Project is planned as a single phase, with components as listed above. Should the project need to be phased, Architect shall have to option to negotiate with District to adjust fee and schedule as needed.
7. Testing and Balancing portion of work is part of the critical path. Testing and Balancing Contractor, along with the controls contractor and M/E/P contractors are not under this agreement
8. Architect shall coordinate with District, controls, M/E/P and TAB contractors on site efforts status to update the assessment matrix:
 - a. As each week's architectural assessment is complete, Architect updates assessment matrix.
 - b. As each week's mechanical and controls assessment is complete, Architect updates assessment matrix. Results of this assessment (regarding minor repairs) are included in matrix. Matrix is distributed to District and their M/E/P contractors.
 - c. As each week's repair work is completed by District's M/E/P contractors, District and their M/E/P contractors inform team that work is completed.
 - d. As each week's TAB is performed, TAB contractor provides results to Architect to update matrix.
9. Keys used for access to school campuses will be checked out at the beginning of each week and returned at the end of each week, to allow for most time-efficient survey of sites.

B. Compensation

For the Additional Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated Six Hundred Forty-One Thousand, Six Hundred Thirty-Eight Dollars (\$641,638) for the Additional Services under this Master Agreement. Architect acknowledges that the flat fee price for the Additional Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Additional Services with the exception of items listed above under Clarification, Assumptions & Exclusions.

The deliverables shall be:

- Final Assessment Matrix report with assessment findings and school campus plans, showing spaces that met the criteria set forth in the ASH RAE GUIDANCE FOR REOPENING OF SCHOOLS (8/20/20), REOPENING OF SCHOOLS AND UNIVERSITIES (7/17/20) CDC Operating schools during COVID-19: CDC's Considerations (3/1/21) and CDPH CONSOLIDATED SCHOOL GUIDANCE (1/14/21); spaces that did not meet the criteria, including recommendations for possible options to meet criteria using off-the-shelf solutions which are expected to bring the space into

compliance (no further mechanical engineering is required); "red" spaces that will need design and engineering to determine a solution that meets the criteria.

- PDF of each school site plan or 1A site map noting the rooms highlighted in green (passed), yellow (listed recommendations), and red (failed).

C. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

D. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Victor Burbank
Senior Principal

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

Architectural Assessment:

Duration - Ten (10) weeks (assumes two teams visiting 42 sites each).

Mechanical Assessment (visits with controls contractor):

Duration - Sixteen (16) weeks - With approximately a two (2) week stagger behind the Architectural Assessment. It is assumed that the District's controls contractor will have one (1) team to match the mechanical engineer - this timeline assumes mechanical engineer and controls contractor visiting each site together. Mechanical systems that are exhibiting anomalies will be identified at this time. This information will be provided to District and District's M/E/P contractors.

District's Mechanical/Electrical/Plumbing Contractors to make minor repairs:

Duration - Sixteen (16) weeks - This timeline is estimated and will need to be coordinated between the District, their contractors and the A/E team. It is assumed that the District's M/E/P contractor will be making the minor repairs identified on a similar timeline and pace as mechanical site assessment with controls contractor. The M/E/P contractors will note as system repairs are completed. The M/E/P contractors are not under this contract. Changes in their schedule (not under Architect's control) may affect overall project schedule.

District's Testing and Balancing Contractor:

Duration - Six (6) months - Test and adjust each mechanical system for ventilation rate and provide data on results to be incorporated into assessment matrix. This timeline will need to be coordinated between the District, the TAB contractor and the A/E team. It is assumed that the TAB contractor will have three (3) teams. Based on preliminary discussions with TAB contractor and three teams, checking 2,775 units, it is estimated that this effort will take 6 months. The TAB contractor is not under this contract. Changes in their schedule (not under Architect's control) may affect overall project schedule.

Updates to Assessment Matrix - Assuming the M/E/P minor repairs and TAB contractor testing and adjusting are on a staggered parallel schedule with the architectural and mechanical assessments, updates to the assessment matrix will be made on a weekly basis and distributed by the A/E team. Spaces that have met or not met the required ventilation/filtration criteria will be noted, for use by the District in housing in-person students and staff.



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Jorge A. Aguilar, Superintendent

Rose Ramos, Chief Business Officer

MASTER AGREEMENT

for

ARCHITECTURAL SERVICES

with

ARCHITECTURAL NEXUS, INC.

April 6, 2021

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and Architectural Nexus, Inc. (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

In consideration of the covenants and conditions contained in this Master Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 **Additional Services:** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.
- 1.2 **Agreement:** "Agreement" shall mean this Master Agreement for Architectural Services.
- 1.3 **Architect:** "Architect" shall mean Architectural Nexus, Inc. and its officers, shareholders, owners, partners, employees, agents and authorized representatives.
- 1.4 **Basic Services:** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.
- 1.5 **Contract Documents:** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, the Project Authorization Form attached hereto as Exhibit A, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.6 **Contractor:** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.7 **District:** "District" shall mean the Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

- 1.8 **Project:** "Project" shall mean the work of improvement described in Article 3 and the in the "Project Authorization" form attached as Exhibit A, and construction thereof, including the Architect's services thereon, as described in this Master Agreement.
- 1.9 **Project Construction Cost:** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Master Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.
- 1.10 **Wrongful Acts or Omissions:** "Wrongful Acts or Omissions" shall mean Architect's acts, errors, or omissions in breach of this Master Agreement, the applicable standard of care, or law.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

- 2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with a mutually acceptable project schedule as set forth in each Project Authorization Form. The project schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The project schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect's reasonable control.

All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are licensed and qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA") that are in effect as of the date of this Master Agreement. Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3

DESCRIPTION OF PROJECT

- 3.1 The Project concerning which such architectural services shall be provided is described in the Project Authorization Form, issued for each individual project, attached hereto as Exhibit A.

ARTICLE 4

COMPENSATION

4.1 Basic Services

4.1.1 For all "Basic Services" satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization form attached hereto as Exhibit A. This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	10%
Contract Documents Phase (50%)	15%
Contract Documents Phase (100%)	15%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	25%
Close Out Phase	5%
<hr/>	
TOTAL BASIC COMPENSATION	100%

4.2 Additional Services

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.3 Reimbursable Expenses

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications

and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

- 4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed and specify to which phase of the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.
- 4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor; and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.
- 4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a list of employees who will be dedicated to delivering the project on time

and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

5.2 **Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be retained or employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.

5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the

State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the

District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes,

decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This project will not be delivered utilizing Construction Management, Multi Prime.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.6 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both CAD and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package. However, Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to supervise, coordinate, and manage the compliance of the DSA Construction Oversight Process. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC); (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of

record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements and as requested by the District, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall provide certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.2.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the American Arbitration Association ("AAA") in Sacramento, California.

5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.24 Architect shall make reasonable professional efforts to ensure that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at Architect's own cost.

Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 **Close Out Phase**

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

5.9 **Use of Previously Prepared Materials**

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

- 6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.
- 6.2 The following is a list of services that are not included in the Basic Services to be provided under this Master Agreement, and will be performed only in accordance with Article 6.1, above:
- 6.2.1 Providing financial feasibility or other special studies;
- 6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
- 6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;
- 6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;
- 6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;
- 6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
- 6.2.7 Providing services made necessary by the default of the Contractor;
- 6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;
- 6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;
- 6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;
- 6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.

6.2.13 As part of the close-out process, assist the District in updating the Facilities Master Plan database once project has been completed.

ARTICLE 7

RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;
- 7.3 Furnish, at the District's expense, the services of a Project Inspector;
- 7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors through the Architect;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

ARTICLE 8

GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the

District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.

- 8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions (exclusive of design professional liability), and automobile liability (owned, non-owned, and hired) coverages. Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).
- 8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.
- 8.4 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.
- 8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

- 8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 8.8 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 8.9 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9

WORKER'S COMPENSATION INSURANCE

- 9.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10

PROFESSIONAL LIABILITY INSURANCE

- 10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than One Hundred Thousand Dollars (\$100,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect

agrees that the plans may be submitted for bid or bid consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

- 10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.
- 10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously through the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policies which will be in effect during the requested additional period of time.
- 10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 10.9 Insurance companies providing the above policies shall be legally authorized, licensed, and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 10.10 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11

COMPLIANCE WITH LAWS

- 11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

- 12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

- 12.2 **Termination by Architect.** For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the

date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 **Miscellaneous Provisions**

12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

- 15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.
- 15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

- 16.1 This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.
- 16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising

out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

- 16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

- 17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18

INDEMNITY

- 18.1 **Architect Indemnification**

To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. Architect's obligation for the costs of defense of such claims shall be limited to the Architect's proportionate share of liability in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's business. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 **District Indemnification for Use of Third Party Materials**

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

ARTICLE 19

TIME SCHEDULE

19.1 **Time for Completion**

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

19.2 **Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the School District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

<p>DISTRICT:</p> <p>Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47th Avenue Sacramento CA 95824</p>	<p>ARCHITECT:</p> <p>Architectural Nexus, Inc. Attn: Victor Burbank, Senior Principal 930 R St Sacramento, CA 95811</p>
--	---

- 20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- 20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.
- 20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.
- 20.9 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 20.10 If any provision of this Agreement shall be held invalid or render unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Victor Burbank
Senior Principal

Date: _____

Date: _____



PROJECT AUTHORIZATION FORM

_____ (Project)

Date: _____

Pursuant to the Master Architect Agreement dated _____, _____ between _____ (name of firm) and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

[INSERT PROJECT DESCRIPTION]

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Hourly Rate/Not to Exceed

Architect shall be compensated according to its hourly rate schedule set forth in Attachment Two. Architect's total compensation for its Basic Services shall not exceed _____. Architect acknowledges that the not-to-exceed price for Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Flat Fee

Architect shall be compensated _____ (\$_____) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Percentage of Construction Cost

Architect shall be compensated no more than _____ percent (___%) [can include sliding scale percentages] of the final adjusted Project Construction Cost for the Project. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, excluding any increase made at such time as bids are received to make the Project

Construction Cost equal to the construction contract amount, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$_____, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Victor Burbank
Senior Principal

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT

SAMPLE

Attachment Two to Project Authorization

HOURLY RATE / FEE SCHEDULE

SAMPLE



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and ACCO Engineered Systems (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 700 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Five Hundred Fifty Thousand Dollars (\$550,000).

Labor Rate	\$132.00/hour
Overtime Labor Rate	\$180.00/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.



The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.



Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	ACCO Engineered Systems
Attn: Jessica Sulli, Contracts	Attn: Tracey Jans
PO Box 246870	9290 Beatty Dr
Sacramento CA 95824-6870	Sacramento, CA 95826

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided



under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

ACCO ENGINEERED SYSTEMS

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

Brandon M Ellis
By: _____
Brandon Ellis - Sales Manager

Name/Title

03/29/2021
Date

3/25/2021
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7		25
Fruitridge	20	3	3		19		45
G. Didion	4	1			28		33
G. Empire	15	1			17		33
Genesis	5	26					31
H. Bancroft	7	10			13		30
H. Johnson	82	2		29	40		153
H.J.West Campus	4	40	1				45
Health Professions	31	2	1				34
Hollywood	16	7					25
H.W. Harkness	16	5			4		25
Isador Cohen	18				8		26
John Bidwell	4	12			15		31
J. Bonnheim	16	2			16		34
J. Cabrillo	15	1			11		27
J. Marshall	2	1			30		33
J. Morse	5	9			5		19
J. Sloat	5	13			8		26
J.Still Middle	18	21			2		41
J.Still Elementary	9	23			2		34
J.F.Kennedy	44			36(AHU)	22		102
J. Muir/PS7		14			4		18
Kit Carson	7	11		7(AHU)			25
Father K.B.Kenny	30				4		34
Luther Burbank	103			1(AHU)	2	17	120
Leonardo DaVinci	56				4		60
Leataata Floyd	23				2		25
Lisbon	6				30		36
M. Anderson	8			9(AHU)	9		16
Mark Hopkins	16	8			1	3	28
M&O	14		2			2	18
Maple		8			1	14	23
Mark Twain	4	16				5	25
Matsuyama	27	2			1	8	38
M.E.T.	5	19			1		25
M.L. King	6				1	33	40
New Technology	14			1(AHU)		10	25
Nicholas	4	13				19	36
Oakridge	16	11				11	38

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

O.W. Erlewine	5	15				2		22
Pony Express	3	14				9		26
Phoebe Hearst	17	2				15		34
Pacific	24	8				14		46
Parkway	14	2				18		34
P. Burnett	17					23		40
Rosa Parks	55			2		3		60
Rosemont	92	42		2		2		138
Sam Brannan	37	12			2	2		53
S.E.S.	34			1(AHU)				35
Sacramento High	36	6		5(AHU)		15		62
S.B. Anthony	11	1				14		36
Sequoia	6	16				8		30
Serna		13		6(AHU)				19
Sutter	6	1		2(AHU)	9	40		58
Sutterville	13	2				13	1	29
T. Jefferson	6	12				3		21
Theodore Judah	16	16				9		41
Tahoe	10	8		1(AHU)		10		29
Transportation	19	9	5	1(AHU)				34
William Land	3	17				8		28
Washington	20	1				5		26
Will C. Wood	49	3			2	8		62
Woodbine	12	10				4		26
TOTAL UNITS								3572
Elementary School								
Middle School								
High School								
Adult Education								
District Offices								

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

1. That I am a representative of _____(Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

_____The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

- c. List of fingerprinted employees assigned to work for the district:

- d. All others will be required to have Company Badges visible at all times.

5. **FINGERPRINTING PROCESS**

- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District’s Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver’s License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Airco Mechanical, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 600 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Clarifications:

1. Indoor fan shaft bearing replacements are not included and will be quoted separately as required.
2. Double time is not included. Double time situations are any work on Sundays or holidays, any work over 12 hours on weekdays, and any work over 10 hours on Saturdays.
3. Up to 5ft of 3/4" galvanized condensate pipe for each unit is included. Situations that require larger pipe will be quoted separately.
4. Refrigerant leak repair situations that require recovery, brazing and evacuation will be quoted separately.
5. Economizer repairs are not included.
6. Equipment over 20 tons is not included and will be quoted separately as required.
7. Contractor will honor all parts manufacturers' warranties with labor covered for 90 days for service and repair work.

Exclusions:

1. Any work not identified in the above scope, asbestos abatement, BMS controls, bonds, cleaning supply and return registers, controls conduit, cranes, DDC controls, double time, duct testing and cleaning, electrical line voltage conduit and wiring, liquidated damages, motor replacements over 5HP, premium time, protection and repairs of walls/ceiling/floor, providing and installing temporary barriers, scaffolding, scissor lifts, boom lifts, forklifts, man lifts, VFD replacements.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000).

Labor Rate	\$145.00/hour
Overtime Labor Rate	\$217.50/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation. The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or



indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.



ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Airco Mechanical, Inc.
Attn: Mike Evers
8210 Demetre Ave
Sacramento, CA 95828

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.



ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District’s Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

AIRCO MECHANICAL, INC.

DocuSigned by:
Rose Ramos
By: _____
CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: *[Signature]*
Joann Hillenbrand
Chief Financial Officer

03/29/2021
Date

Name/Title
3/25/2021
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3				7		25
Fruitridge	20	3	3			19		45
G. Didion	4	1				28		33
G. Empire	15	1				17		33
Genesis	5	26						31
H. Bancroft	7	10				13		30
H. Johnson	82	2		29		40		153
H.J.West Campus	4	40	1					45
Health Professions	31	2	1					34
Hollywood	16	7						25
H.W. Harkness	16	5				4		25
Isador Cohen	18					8		26
John Bidwell	4	12				15		31
J. Bonnheim	16	2				16		34
J. Cabrillo	15	1				11		27
J. Marshall	2	1				30		33
J. Morse	5	9				5		19
J. Sloat	5	13				8		26
J.Still Middle	18	21			2			41
J.Still Elementary	9	23			2			34
J.F.Kennedy	44			36(AHU)		22		102
J. Muir/PS7		14				4		18
Kit Carson	7	11		7(AHU)				25
Father K.B.Kenny	30					4		34
Luther Burbank	103			1(AHU)	2	17		120
Leonardo DaVinci	56					4		60
Leataata Floyd	23					2		25
Lisbon	6					30		36
M. Anderson	8			9(AHU)		9		16
Mark Hopkins	16	8				1	3	28
M&O	14		2				2	18
Maple		8				1	14	23
Mark Twain	4	16					5	25
Matsuyama	27	2				1	8	38
M.E.T.	5	19				1		25
M.L. King	6					1	33	40
New Technology	14			1(AHU)			10	25
Nicholas	4	13					19	36
Oakridge	16	11					11	38

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

O.W. Erlewine	5	15				2		22
Pony Express	3	14				9		26
Phoebe Hearst	17	2				15		34
Pacific	24	8				14		46
Parkway	14	2				18		34
P. Burnett	17					23		40
Rosa Parks	55			2		3		60
Rosemont	92	42		2		2		138
Sam Brannan	37	12			2	2		53
S.E.S.	34			1(AHU)				35
Sacramento High	36	6		5(AHU)		15		62
S.B. Anthony	11	1				14		36
Sequoia	6	16				8		30
Serna		13		6(AHU)				19
Sutter	6	1		2(AHU)	9	40		58
Sutterville	13	2				13	1	29
T. Jefferson	6	12				3		21
Theodore Judah	16	16				9		41
Tahoe	10	8		1(AHU)		10		29
Transportation	19	9	5	1(AHU)				34
William Land	3	17				8		28
Washington	20	1				5		26
Will C. Wood	49	3			2	8		62
Woodbine	12	10				4		26
TOTAL UNITS								3572
Elementary School								
Middle School								
High School								
Adult Education								
District Offices								

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS


Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

1. That I am a representative of Airco Mechanical, Inc. (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

 The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

N/A Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

N/A Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

N/A No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

- c. List of fingerprinted employees assigned to work for the district:

- d. All others will be required to have Company Badges visible at all times.

5. **FINGERPRINTING PROCESS**

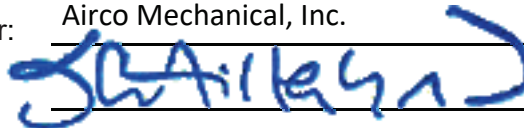
- a. **CONTRACTOR** - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. **FACILITIES, MAINTENANCE AND OPERATIONS** - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. **CONTRACTOR** – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District’s Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver’s License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/25/2021

Proper Name of Contractor: Airco Mechanical, Inc.

Signature: 

Print Name: Joann Hillenbrand

Title: Chief Financial Officer



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and IES/Site Logiq (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 700 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Five Hundred Thirty Thousand Dollars (\$530,000).

Labor Rate	\$125.00/hour
Overtime Labor Rate	\$187.50/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.



The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.



Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
IES/Site Logiq
Attn: Justin Payton
1512 Silica Ave
Sacramento, CA 95815

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.



Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

IES/SITE LOGIQ

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: [Handwritten Signature]
JUSTIN PATTON - SERVICE MANAGER
Name/Title

03/29/2021
Date

3/26/21
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7		25
Fruitridge	20	3	3		19		45
G. Didion	4	1			28		33
G. Empire	15	1			17		33
Genesis	5	26					31
H. Bancroft	7	10			13		30
H. Johnson	82	2		29	40		153
H.J.West Campus	4	40	1				45
Health Professions	31	2	1				34
Hollywood	16	7					25
H.W. Harkness	16	5			4		25
Isador Cohen	18				8		26
John Bidwell	4	12			15		31
J. Bonnheim	16	2			16		34
J. Cabrillo	15	1			11		27
J. Marshall	2	1			30		33
J. Morse	5	9			5		19
J. Sloat	5	13			8		26
J.Still Middle	18	21			2		41
J.Still Elementary	9	23			2		34
J.F.Kennedy	44			36(AHU)	22		102
J. Muir/PS7		14			4		18
Kit Carson	7	11		7(AHU)			25
Father K.B.Kenny	30				4		34
Luther Burbank	103			1(AHU)	2	17	120
Leonardo DaVinci	56				4		60
Leataata Floyd	23				2		25
Lisbon	6				30		36
M. Anderson	8			9(AHU)	9		16
Mark Hopkins	16	8			1	3	28
M&O	14		2			2	18
Maple		8			1	14	23
Mark Twain	4	16				5	25
Matsuyama	27	2			1	8	38
M.E.T.	5	19			1		25
M.L. King	6				1	33	40
New Technology	14			1(AHU)		10	25
Nicholas	4	13				19	36
Oakridge	16	11				11	38

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

O.W. Erlewine	5	15				2		22
Pony Express	3	14				9		26
Phoebe Hearst	17	2				15		34
Pacific	24	8				14		46
Parkway	14	2				18		34
P. Burnett	17					23		40
Rosa Parks	55			2		3		60
Rosemont	92	42		2		2		138
Sam Brannan	37	12			2	2		53
S.E.S.	34			1(AHU)				35
Sacramento High	36	6		5(AHU)		15		62
S.B. Anthony	11	1				14		36
Sequoia	6	16				8		30
Serna		13		6(AHU)				19
Sutter	6	1		2(AHU)	9	40		58
Sutterville	13	2				13	1	29
T. Jefferson	6	12				3		21
Theodore Judah	16	16				9		41
Tahoe	10	8		1(AHU)		10		29
Transportation	19	9	5	1(AHU)				34
William Land	3	17				8		28
Washington	20	1				5		26
Will C. Wood	49	3			2	8		62
Woodbine	12	10				4		26
TOTAL UNITS								3572
Elementary School								
Middle School								
High School								
Adult Education								
District Offices								

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

1. That I am a representative of SITELOGIQ (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

 The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

 Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: JUSTIN PAYTON

Title: SERVICE MANAGER

 No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
- b. The District will require fingerprints and SCUSD Badges to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

c. List of fingerprinted employees assigned to work for the district:

JOSH MORGAN

BEN SCHALLBERGER

TYLER RAMAGE

ANTHONY NASCA

JOHN FRESCHI

DILLON PERRY

AUSTIN JOHNSON

d. All others will be required to have Company Badges visible at all times.

5. FINGERPRINTING PROCESS

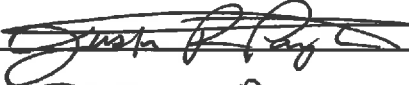
- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the Facilities Dept. by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District's Project Manager.

6. APPLICANTS - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/26/21

Proper Name of Contractor: SITELOGIA

Signature: 

Print Name: JUSTIN PAYTON

Title: SERVICE MANAGER



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Intech Mechanical (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 625 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Exclusions:

1. Indoor fan shaft bearing replacements are not included and will be quoted separately as required.
2. Double time is not included. Double time situations are any work on Sundays or holidays, any work over 12 hours on weekdays, and any work over 10 hours on Saturdays.
3. Up to 5ft of 3/4" galvanized condensate pipe for each unit is included. Situations that require larger pipe will be quoted separately.
4. Refrigerant leak repair situations that require recovery, brazing and evacuation will be quoted separately.
5. Economizer repairs are not included.
6. Equipment over 20 tons is not included and will be quoted separately as required.
7. Contractor will honor all parts manufacturers warranties with labor covered for 90 days for service and repair work.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000).

Labor Rate	\$127.00/hour
Overtime Labor Rate	\$187.00/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%



Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation. The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an



additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Intech Mechanical
Attn: Craig Sweeney
7501 Galilee Rd
Roseville, CA 95678



ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.



ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

INTECH MECHANICAL

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402
Rose Ramos
Chief Business Officer

By: *[Signature]*
Craig Sweeney / General Mgr
Name/Title

03/29/2021
Date

3/25/21
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7		25
Fruitridge	20	3	3		19		45
G. Didion	4	1			28		33
G. Empire	15	1			17		33
Genesis	5	26					31
H. Bancroft	7	10			13		30
H. Johnson	82	2		29	40		153
H.J.West Campus	4	40	1				45
Health Professions	31	2	1				34
Hollywood	16	7					25
H.W. Harkness	16	5			4		25
Isador Cohen	18				8		26
John Bidwell	4	12			15		31
J. Bonnheim	16	2			16		34
J. Cabrillo	15	1			11		27
J. Marshall	2	1			30		33
J. Morse	5	9			5		19
J. Sloat	5	13			8		26
J.Still Middle	18	21			2		41
J.Still Elementary	9	23			2		34
J.F.Kennedy	44			36(AHU)	22		102
J. Muir/PS7		14			4		18
Kit Carson	7	11		7(AHU)			25
Father K.B.Kenny	30				4		34
Luther Burbank	103			1(AHU)	2	17	120
Leonardo DaVinci	56				4		60
Leataata Floyd	23				2		25
Lisbon	6				30		36
M. Anderson	8			9(AHU)	9		16
Mark Hopkins	16	8			1	3	28
M&O	14		2			2	18
Maple		8			1	14	23
Mark Twain	4	16				5	25
Matsuyama	27	2			1	8	38
M.E.T.	5	19			1		25
M.L. King	6				1	33	40
New Technology	14			1(AHU)		10	25
Nicholas	4	13				19	36
Oakridge	16	11				11	38

**EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE**

O.W. Erlewine	5	15				2		22
Pony Express	3	14				9		26
Phoebe Hearst	17	2				15		34
Pacific	24	8				14		46
Parkway	14	2				18		34
P. Burnett	17					23		40
Rosa Parks	55			2		3		60
Rosemont	92	42		2		2		138
Sam Brannan	37	12			2	2		53
S.E.S.	34			1(AHU)				35
Sacramento High	36	6		5(AHU)		15		62
S.B. Anthony	11	1				14		36
Sequoia	6	16				8		30
Serna		13		6(AHU)				19
Sutter	6	1		2(AHU)	9	40		58
Sutterville	13	2				13	1	29
T. Jefferson	6	12				3		21
Theodore Judah	16	16				9		41
Tahoe	10	8		1(AHU)		10		29
Transportation	19	9	5	1(AHU)				34
William Land	3	17				8		28
Washington	20	1				5		26
Will C. Wood	49	3			2	8		62
Woodbine	12	10				4		26
TOTAL UNITS								3572
Elementary School								
Middle School								
High School								
Adult Education								
District Offices								

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION


The undersigned does hereby certify to the governing board of the District as follows:

1. That I am a representative of Intech Mechanical (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**


_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 _____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Kent Rund

Title: Lead Service Technician

 _____ No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

c. List of fingerprinted employees assigned to work for the district:

Kent Rand	Core Project
Brian Orbeckowski	Core Project
Brandon Nelson	Core Project
Bryan Zick	Repairs
Ronnie Oliver	Repairs
Marlo Ventura	controls if needed
Michael Cetrino	controls if needed


d. All others will be required to have Company Badges visible at all times.

5. FINGERPRINTING PROCESS

- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District's Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/25/21
Proper Name of Contractor: Fitech Mechanical
Signature: 
Print Name: Craig Sweeney
Title: General Manager



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Johnson Controls, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 400 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Exclusions:

1. Any hauling or rigging.
2. Consolidated report. Contractor will provide daily reports with the number and type of units completed and any deficiencies found for the day.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000).

Labor Rate	\$169.12/hour
Overtime Labor Rate	\$253.68/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.



The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.



ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Johnson Controls, Inc.
Attn: Zac Dillow
103 Woodmere Rd Ste 110
Folsom, CA 95630

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations



under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

JOHNSON CONTROLS, INC.

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: _____

Name/Title

03/29/2021

Date

Date



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

JOHNSON CONTROLS, INC.

By: _____

Rose Ramos
Chief Business Officer

By: *[Signature]*

ERIK BECK HVAC INSTALLATION MANAGER
Name/Title

Date

3/26/21

Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
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B.Green Chacon						20		20
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C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
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Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
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SCUSD TOTAL HVAC UNITS BY SITE

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Leonardo DaVinci	56				4	60
Leataata Floyd	23				2	25
Lisbon	6				30	36
M. Anderson	8		9(AHU)		9	16
Mark Hopkins	16	8		1	3	28
M&O	14		2		2	18
Maple		8		1	14	23
Mark Twain	4	16			5	25
Matsuyama	27	2		1	8	38
M.E.T.	5	19		1		25
M.L. King	6			1	33	40
New Technology	14		1(AHU)		10	25
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Oakridge	16	11			11	38

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

1. That I am a representative of _____(Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

_____The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

- c. List of fingerprinted employees assigned to work for the district:

- d. All others will be required to have Company Badges visible at all times.

5. **FINGERPRINTING PROCESS**

- a. **CONTRACTOR** - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. **FACILITIES, MAINTENANCE AND OPERATIONS** - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. **CONTRACTOR** – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District’s Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver’s License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Mechanical Systems Installation (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 600 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Exclusions:

1. Permits and fees; any framing or blocking for duct support, cutting and patching, abatement, roofing, priming and painting, air hose reels, line voltage electrical, lighting control, any pre-finished metals, saw cutting or core drilling, concrete x-ray work, gas piping, condensate drains, trenching, concrete pads, control conduit, access doors, door louvers, dumpster costs, water heater flue piping, cast iron hubs @RWLs, fire caulking and anything else not specifically included in scope above.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Five Hundred Thousand Dollars (\$500,000).

Labor Rate	\$162.70/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.



The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.



ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Mechanical Systems Installation
Attn: Kevin Wick
PO Box 2533
Carmichael, CA 95609

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations



under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

MECHANICAL SYSTEMS INSTALLATION

DocuSigned by:
By: Rose Ramos
CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: [Handwritten Signature]

KEVIN P. WICK / PRESIDENT
Name/Title

03/29/2021
Date

3/25/2021
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7		25
Fruitridge	20	3	3		19		45
G. Didion	4	1			28		33
G. Empire	15	1			17		33
Genesis	5	26					31
H. Bancroft	7	10			13		30
H. Johnson	82	2		29	40		153
H.J.West Campus	4	40	1				45
Health Professions	31	2	1				34
Hollywood	16	7					25
H.W. Harkness	16	5			4		25
Isador Cohen	18				8		26
John Bidwell	4	12			15		31
J. Bonnheim	16	2			16		34
J. Cabrillo	15	1			11		27
J. Marshall	2	1			30		33
J. Morse	5	9			5		19
J. Sloat	5	13			8		26
J.Still Middle	18	21			2		41
J.Still Elementary	9	23			2		34
J.F.Kennedy	44			36(AHU)	22		102
J. Muir/PS7		14			4		18
Kit Carson	7	11		7(AHU)			25
Father K.B.Kenny	30				4		34
Luther Burbank	103			1(AHU)	2	17	120
Leonardo DaVinci	56				4		60
Leataata Floyd	23				2		25
Lisbon	6				30		36
M. Anderson	8			9(AHU)	9		16
Mark Hopkins	16	8			1	3	28
M&O	14		2			2	18
Maple		8			1	14	23
Mark Twain	4	16				5	25
Matsuyama	27	2			1	8	38
M.E.T.	5	19			1		25
M.L. King	6				1	33	40
New Technology	14			1(AHU)		10	25
Nicholas	4	13				19	36
Oakridge	16	11				11	38

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

O.W. Erlewine	5	15				2		22
Pony Express	3	14				9		26
Phoebe Hearst	17	2				15		34
Pacific	24	8				14		46
Parkway	14	2				18		34
P. Burnett	17					23		40
Rosa Parks	55			2		3		60
Rosemont	92	42		2		2		138
Sam Brannan	37	12			2	2		53
S.E.S.	34			1(AHU)				35
Sacramento High	36	6		5(AHU)		15		62
S.B. Anthony	11	1				14		36
Sequoia	6	16				8		30
Serna		13		6(AHU)				19
Sutter	6	1		2(AHU)	9	40		58
Sutterville	13	2				13	1	29
T. Jefferson	6	12				3		21
Theodore Judah	16	16				9		41
Tahoe	10	8		1(AHU)		10		29
Transportation	19	9	5	1(AHU)				34
William Land	3	17				8		28
Washington	20	1				5		26
Will C. Wood	49	3			2	8		62
Woodbine	12	10				4		26
TOTAL UNITS								3572
Elementary School								
Middle School								
High School								
Adult Education								
District Offices								

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
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Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

1. That I am a representative of MSI-MECHANICAL (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

KM The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

KM Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

KM Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: KEVIN P. WICK

Title: PRESIDENT

KM No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

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- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
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- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

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4. Sub-foremen

c. List of fingerprinted employees assigned to work for the district:


d. All others will be required to have Company Badges visible at all times.

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- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
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6. APPLICANTS - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only.** Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/25/2021
Proper Name of Contractor: MSI-MECHANICAL SYSTEMS
Signature: 
Print Name: KEVIN P. WICK
Title: PRESIDENT

SERVICES AGREEMENT

Amendment No. 1

Date: April 22, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Eaton Interpreting Services, hereinafter referred to as "Contractor," dated July 1, 2020 is amended as follows:

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$54.00 per hour of services as may be requested by District. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Forty Thousand Dollars (\$140,000) which represents an increase of \$80,000 to the Agreement.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Special Education Program Technician, at Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EATON INTERPRETING SERVICES

By: _____
Rose Ramos
Chief Business Officer

By: _____
Kim Eaton
President

Date

Date



SERVICES AGREEMENT

Date: July 1, 2020 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Eaton Interpreting Services (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Interpreting services as needed to ensure effective communication with deaf, hard of hearing, or deaf-blind persons as requested by the Special Education Department.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2020, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$54.00 per hour of services as may be requested by District. District shall not pay travel and other expenses. Total fee shall not exceed Sixty Thousand Dollars (\$60,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Special Education Program Technician, at katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's



compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).



ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal



representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	Eaton Interpreting Services
PO Box 246870	8333 Olivine Ave
Sacramento CA 95824-6870	Citrus Heights, CA 95610
Attn: Jessica Sulli, Contracts	Attn: Kim Eaton, President

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be



affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District’s Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EATON INTERPRETING SERVICES

DocuSigned by:
Rose Ramos
By: _____
CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: *Kim Eaton*

Kim Eaton
President

9/14/2020
Date

8/26/2020
Date



SERVICES AGREEMENT

Amendment No. 1

Date: April 22, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Excel Interpreting LLC, hereinafter referred to as "Contractor," dated September 28, 2020 is amended as follows:

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees are per the schedule in Exhibit B. Total fee shall not exceed Two Hundred Ninety Thousand Dollars (\$290,000) which represents an increase of \$120,000 to the Agreement.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EXCEL INTERPRETING, LLC

By: _____
Rose Ramos
Chief Business Officer

By: _____
Koy Saephan
Founder/CEO

Date

Date



SERVICES AGREEMENT

Date: September 28, 2020 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Excel Interpreting LLC (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Translation of Individualized Education Plans (IEPs) or other documentation from English to language requested by the Special Education department for the 2020/21 school year.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2020, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:



Fee Rate: Fees are per the schedule in Exhibit B. **Total fee shall not exceed One Hundred Seventy Dollars (\$170,000).**

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.



The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from



another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	Excel Interpreting LLC
Attn: Jessica Sulli, Contracts	Attn: Koy Saephan
PO Box 246870	1804 Tribute Road, Suite 210
Sacramento CA 95824-6870	Sacramento, CA 95815

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.



ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

[signature page follows]



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EXCEL INTERPRETING LLC

DocuSigned by:
Rose Ramos
CC6FE7C204D7402...

By: _____
Rose Ramos
Chief Business Officer

Koy Saephan

By: _____
Koy Saephan
Founder/CEO

_____ 10/16/2020
Date

_____ 10/15/2020
Date



EXHIBIT A

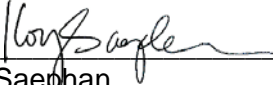
CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees 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 (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on 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, the District may determine 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, and 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. 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. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all 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, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the 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.



Koy Saephan
Founder/CEO

10/15/2020

Date

EXHIBIT B

Excel Interpreting & Translating
 1804 Tribute Road Suite 210
 Sacramento, California 95815

Phone 1 (800) 915-0638
 Fax 1 (800) 930-2393
 www.excelinterpreting.com

Fee Structure: Sacramento City Unified School District (SPED) SY 2020-21

1. Translation

Description	Regular Rate
Spanish	\$0.12 per word
All Other Languages	\$0.18 per word
Project Minimum	\$50.00 per project minimum

- Rush Fee – additional \$0.02 per word – requests made fewer than 24 hours
- Full fee applies when email confirmation has been made.
- Formatting fees may apply, a quote will be provided per request for approval.

2. Qualified Interpretation (In-person/On-site and Video Remote Interpreting-Zoom)

Description	Regular Rate
Spanish	\$58.00 per hour
All Other Languages	\$70.00 per hour
American Sign Language (ASL)	\$85.00 per hour

- Short Notice Charge – additional \$15.00 per request - requests made fewer than 24 business hours.
- 2 hours minimum for regular and VRI - all requests that are more than 2 hours will be billed according to hours requested and reserved (as opposed to actual hours worked); Time extending beyond the hours requested will be billed in 15-minutes increments.

3. Telephonic

Description	Regular Rates
Immediate Access – All Languages	1 min connection time - \$1.39 per minute
Pre-scheduled – All languages	\$65.00 per hour – 1 hour minimum

- Call the scheduling unit to set up telephonic interpreting



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Late Cancellation Policy

Cancellations made with fewer than 24 business hours will be invoiced for the full amount of the scheduled appointment (2-hours minimum or hourse reserved). Please send a cancellation email and a call (for last minute cancellations). If you utilize our client portal login, that will suffice. You cancel through the portal and no calls or emails will be necessary.

Client versus Customer Rates

Please note that the fee structure offered is reserved for clients for whom we provide repeated and continuing services. If the requests are few, we reserve the right to renegotiate higher fees.

Service Access Information

In-Person Interpretation Requests

Adelina Past – Scheduling Manager

appts@excelinterpreting.com

Phone 1 (800) 915-0638 ext. 101

Fax 1 (800) 930-2393

Document Translation Requests

Jessica Delgado – Translation Manager

translations@excelinterpreting.com

1 (800) 915-0638 ext. 102

Customer Service Concerns

Mandi Saeteun – Director of Operations

mandi@excelinterpreting.com

1 (800) 915-0638 ext. 103

Accounting/Billing

Ken Saephan – Billing Manager

billing@excelinterpreting.com

1 (800) 915-0638 ext. 105