



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** May 2, 2024

**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; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Notices of Completion – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>STUDENT SUPPORT AND HEALTH DEPARTMENT</u></b>		
County of Sacramento A24-00109	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TBD - Pending No Match
Period: 7/1/24 – 6/30/25 Description: Contract Renewal from County of Sacramento Department of Health Services, Division of Behavioral Health for Fiscal Year 2024-2025.		

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES DEPARTMENT</u></b>		
HMC Architects SA24-00591	5/2/24: Architectural design services for the Modernization project at Bowling Green School. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, parking lot replacement, campus-wide camera system; HVAC upgrades; added shade structures.	\$840,000 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HMC Architects was selected for this project from the District's pool of architects qualified through an RFQ process in June 22, 2023.	
<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
Excel Interpreting Services SA24-00066	7/1/23 – 6/30/24: Ratification requested for increase of Interpreting and translation services as requested by the Special Education department during the 2023/24 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.	Original Contract Amount: \$109,000 Special Education Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Increase Requested: \$491,000 Special Education Funds
		Total Contract Amount: \$600,000 Special Education Funds

## **LIBRARY TEXTBOOK SERVICES DEPARTMENT**

Cheng & Tsui Company R24-04776 Quote 21786: Japanese and Chinese (Simplified), General Education and AP World Language Adoption Textbooks and eight (8) year online resources. \$364,285 Arts, Music, and Instructional Materials

New Contract:

- Yes  
 No

Discretionary Block Grant Funds

Cheng & Tsui Company RT24-00020 Quote 21791: Japanese and Chinese (Simplified), General Education and AP World Language Adoption eight (8) years Workbooks. \$150,293 Lottery: Instructional Materials Funds

New Contract:

- Yes  
 No

\$85,715 Arts, Music, and Instructional Materials Discretionary Block Grant Funds

SAVVAS R24-04884 Quote 259711-7: Math 2015 California Common Core Workbooks and one (1) year Digital Courseware license, Third, Fourth, Fifth, and Sixth grades. \$303,228 Lottery: Instructional Materials Funds

New Contract:

- Yes  
 No

Junior Library Guild R24-04999 6/1/24-9/1/26: Two year subscription all school sites k-12 grades, receive 3-5 books per month for 28 months. \$94,058 General Funds

New Contract:

- Yes  
 No

\$45,064 Lottery: Instructional Materials Funds

(Unrestricted & Restricted)

## **CAREER AND TECHNICAL PREPARATION DEPARTMENT**

Klein Educational R24-05274 Quote KES15644-1: Automotive Repair Electrical Vehicle Repair Systems Trainer and Automotive Repair Skills Development - Annual Site License, Year 1 \$181,618 K-12 Strong Workforce Program Funds

New Contract:

- Yes  
 No

**STUDENT ATTENDANCE AND ENGAGEMENT DEPARTMENT**

Everyday Labs SA24-00129	This will be a continuation of services assisting District in implementing a family communication program designed to reduce student absenteeism in the classroom, motivate student engagement and attendance during remote learning periods and periods of transition and motivate returning to school. The program will include both mailed communications (reports) and electronic communications (messages).	\$190,239 Learning Community for School Success Funds
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New Contract:  
 Yes  
 No

**Unrestricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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**ATHLETIC DEPARTMENT**

BSN Sports R24-05699 R24-05702 R24-05706 R24-05709 R24-05710 R24-05711	Approval requested to refresh the District's six (6) comprehensive High Schools' athletic sports equipment to promote physical activities for student achievement. This is to be considered a single purchase that will be executed on six separate requisitions for logistics and receiving tracking to each High School.	\$1,598,493 General Funds
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Utilizing Omnia  
Contract #R0201101

New Contract:  
 Yes  
 No

## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Sutterville Elementary	<p><b>BACKGROUND:</b> The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p><b>STATUS:</b> The District has determined these items are not repairable nor usable.</p> <p><b>RECOMMENDATION:</b> It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
<u>ITEMS</u>	
(50 each) Chromebooks	
<u>TOTAL VALUE</u>	
\$0.00	
<u>DISPOSAL METHOD</u>	
e-Waste	

## RECOMMENDED BID AWARDS – FACILITIES PROJECTS

**Bid No:** 0272-416 Parkway Shade Structure

**Bids received:** April 17, 2024; 2:00 p.m.

**Recommendation:** Award to Patio Designers

**Funding Source:** Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Patio Designers	West Sacramento CA	\$463,000
Zara Construction	Sacramento CA	\$484,000
Stillwater Builders	Byron CA	\$487,127
Joe’s Landscape	Newman CA	\$491,000
JPB Design		NON-RESPONSIVE
Reliant Construction		NON-RESPONSIVE

## NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Lamon Construction	Bret Harte Playground	3/1/24

# Fiscal Year 2024/2025 Contract

## Agreement New Contractor Checklist

Please review your current scope of service, budget, quarterly reports and data. Your contract monitor will be working with you on possible changes or updates.

**Please complete and return the following items along with this checklist by the date notated in the original email.**

- Contractor Information Letter  
*Fillable*
- Letter, on agency letterhead, stating if you have five (5) or more full time employees (FTE's)  
*Use your agency's letterhead for this statement*
- Copy of the Resolution by the Board of Director's  
*Use your agency's letterhead for this statement, or the one provided.*
- Good Neighbor Site Information  
*Fillable form*
- Service Delivery Address  
*Fillable form listing each site of service*
- Certification of Compliance  
*Review, sign, and date*
- Payee Data Record, if applicable. Please update if there are changes  
*In lieu of IRS W-9*
- Assurance of Cultural Competence Compliance  
*Review, sign, and date*
- Medi-Cal Provider Disclosure Statement  
*Review, sign, and date*
- Current organization chart and a list of Board of Directors members with contact information

DocuSign Agreement - Instructions and Fillable Opt-In/Opt-Out Form

Thank you,

County of Sacramento  
BHS Contract Administration Team  
DHSCCProviderInv@sacounty.gov



**Department of Health Services**

Timothy W. Lutz  
Director

**Divisions**

Administration  
Behavioral Health  
Primary Health  
Public Health

**County of Sacramento**

January 22, 2024

RE: Funding Availability Contingent Upon County Budget Approval

Dear Contractor:

The County of Sacramento Board of Supervisors approves initial and renewal resolutions for contracting authority every year for the Department of Health Services. These resolutions authorize the Director of the Department of Health Services to execute agreements with the contractors listed in the resolutions.

As is customary and part of the initial or renewal contract process, the funding for these agreements is contingent upon the Board of Supervisors' approval of the Department's yearly Recommended and/or Adopted Budget. Most contractors are familiar with this annual process, realizing that the resolutions do not authorize billings or payments until the Budget is adopted and contracts are executed. Recognizing that many contractors may have new staff who are not familiar with these multiple steps, we are issuing this refresher/reminder about how the process works. This notice should not be construed as an indicator as to funding availability for any contractors.

The County of Sacramento appreciates your partnership in the provision of services to the Sacramento community. If you have any questions, please feel free to contact me.

Sincerely,

Maryann Luke

Deputy Director

Office of Finance, Contracts and Administration

7001A East Parkway, Suite 1000, Sacramento, CA 95823  
Office (916) 875-2002 | [DHS.SacCounty.gov](http://DHS.SacCounty.gov)

Department of Health Services  
Division of Behavioral Health  
Contractor Information Letter

Date: \_\_\_\_\_

**SUBJECT: Pending Agreement with the County of Sacramento, Department of Health Services, Division of Behavioral Health**

You or your agency are being contracted to provide services to Sacramento County residents in Fiscal Year 2024-2025. The following information is required in order to process your contract accurately and timely.

1. **Contractor's Legal Business Name:** \_\_\_\_\_

2. **Business Address:** \_\_\_\_\_

**New address**, as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Service Delivery address**, if different than above: **Please complete form Service Delivery Address List.** Please include every site where services are delivered.

4. **Work Phone:** \_\_\_\_\_ **Other phone:** \_\_\_\_\_

5. **E-mail address:** \_\_\_\_\_

6. **You are contracting as (please check only one):**  individual provider  business owner

**Type of business:**  Corporation **In which state?** \_\_\_\_\_  Sole Proprietorship  Partnership  
 Government agency/organization

**Is this a nonprofit organization?**  Yes  No

7. **How many full time employees work for your company?** \_\_\_\_\_

8. For the purposes of this contract, the County may or may not withhold taxes from the provider.  
(**Please Note:** IRS rules may require the County to withhold taxes from some providers.)

**Would you prefer to have taxes withheld?**  Yes  No

9. **Contact person for this organization:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

10. **Do you or your company own or lease vehicles to be used while performing services under this contract?**

Yes  No

11. **Employer Identification Number:** \_\_\_\_\_

12. **Unique Entity ID (UEI) number(s):** \_\_\_\_\_







**BUSINESS SERVICES**

5735 47<sup>TH</sup> Avenue • Sacramento, CA 95824  
(916) 643-9055

*Lisa Allen, Interim Superintendent*  
*Janea Marking, Chief Business and Operations Officer*

**BOARD OF EDUCATION**

*Lavinia Grace Phillips*  
President  
Trustee Area 7

*Jasjit Singh*  
1<sup>st</sup> Vice President  
Trustee Area 2

*Chinua Rhodes*  
2<sup>nd</sup> Vice President  
Trustee Area 5

*Tara Jeane*  
Trustee Area 1

*Christina Pritchett*  
Trustee Area 3

*Jamee Villa*  
Trustee Area 4

*Taylor Kayatta*  
Trustee Area 6

*Liliana Miller Segura*  
Student Board Member

April 15, 2024

County of Sacramento  
Department of Health Services  
Attn: Yang Xiong  
7001 East Pkwy Ste 400  
Sacramento, CA 95823

To Whom It May Concern:

The Sacramento City Unified School District has approximately 4,000 full-time employees on payroll.

Sincerely,

Janea Marking  
Chief Business and Operations Officer

## INSTRUCTIONS

for

### CONTRACTOR'S BOARD OF DIRECTORS RESOLUTION / SIGNATURE AUTHORITY

1. *Legal name* of organization as listed on the Secretary of State website.
2. Title of position authorized to sign/execute contracts for organization.
3. Typed name of person currently filling position, who is authorized to sign/execute contracts for organization.
4. Signature of person currently filling position, who is authorized to sign/execute contracts for organization.
5. Title of position authorized to submit claims for payment (i.e., treasurer, business manager)
6. Typed name of person currently filling position, who is authorized to submit claims for payment.
7. Signature of person currently filling position, who is authorized to submit claims for payment.
8. Legal name of organization as listed on the Secretary of State website.
9. Corporate status (profit or nonprofit), as applicable.
10. Date of meeting at which this Resolution was approved.
11. Date this form is completed.
12. Typed name of person verifying accuracy of 1 through 11.
13. Signature of person verifying items 1 through 11.

***(See next page for sample of Board of Directors Resolution.)***

**“BOARD OF DIRECTORS’ RESOLUTION / SIGNATURE AUTHORITY”**

WHEREAS, a proposed contract with the COUNTY OF SACRAMENTO for the delivery of services by this organization has been determined to be in the best interest of 1. \_\_\_\_\_

by its duly constituted Board of Directors:

NOW, THEREFORE, BE IT RESOLVED: That the persons named below are authorized to negotiate and execute, on behalf of the above stated corporation, said contract and any and all documents pertaining to this contract, and to submit claims for reimbursement and other financial reports required by said contract;

AND FURTHERMORE: That the signatures recorded below are the true and correct signatures of the designated individuals.

**AUTHORIZED TO EXECUTE CONTRACT:**

2. \_\_\_\_\_  
Title

3. \_\_\_\_\_  
Name

4. \_\_\_\_\_  
Signature

**AUTHORIZED TO SUBMIT CLAIMS:**

5. \_\_\_\_\_  
Title

6. \_\_\_\_\_

7. \_\_\_\_\_  
Signature

**CERTIFICATION**

I certify that I am the duly qualified and acting Secretary of 8. \_\_\_\_\_, a duly organized and existing California 9. \_\_\_\_\_ (corporation). The foregoing is a true copy of a Resolution adopted by the Board of Directors of said corporation, at a meeting legally held on 10. \_\_\_\_\_, and entered into the minutes of such meeting, and is now in full force and effect.

Date: 11. \_\_\_\_\_

12. \_\_\_\_\_  
Name (Type or Print)

13. \_\_\_\_\_  
Signature

# GOOD NEIGHBOR POLICY SITE INFORMATION

Please complete the following questionnaire for each site. If additional space is necessary, please attach supplemental information on a separate sheet of paper.

1. Agency Name: \_\_\_\_\_

2. Site Address: \_\_\_\_\_

3. Contact Person: \_\_\_\_\_

4. Phone Number: \_\_\_\_\_

5. What services are currently provided at this facility? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Please list all County departments with which you have contracts and for what services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The facility is: owned \_\_\_\_\_ or leased \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract No.: \_\_\_\_\_

### Service DELIVERY Address LIST

Facility Name	Address	City/State/Zip	Area Code/Phone #

**COUNTY OF SACRAMENTO  
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- \_\_\_\_\_ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- \_\_\_\_\_ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- \_\_\_\_\_ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- \_\_\_\_\_ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

**NOTE:** Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at [www.childsupport.ca.gov](http://www.childsupport.ca.gov).

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of person authorized to sign**

\_\_\_\_\_  
**Signature**



# County of Sacramento PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

<b>PAYEE DATA RECORD</b>	<b>INSTRUCTIONS:</b> Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.
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<b>TYPE</b>	<b>Check the boxes that apply to Sacramento County's payments to you</b>
	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Rents/Lease <input type="checkbox"/> Other _____

<b>PAYEE INFORMATION</b>	<b>NAME</b> (as shown on your income tax return)
	<b>TRADE NAME OR DBA</b> (if different from line 1)
	<b>MAILING ADDRESS</b> (Number and Street or P.O. Box Number)
	(City, State and Zip Code)
	<b>PAYMENT REMITTANCE ADDRESS</b> (Number and Street or P.O. Box Number, City, State and Zip Code)
<b>ePAYABLE CONTACT INFORMATION</b> (Name, Phone Number and Email Address)	

<b>FEDERAL TAX CLASSIFICATIONS &amp; EXEMPTIONS</b>	Check appropriate federal tax classification
	<input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR (SSN)</b> <input type="checkbox"/> <b>PARTNERSHIP (FEIN)</b> <input type="checkbox"/> <b>ESTATE OR TRUST (FEIN)</b>
	<small>SSN is mandatory of all Individuals/Sole Proprietors by authority of CA. Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8</small>
	<b>CORPORATION (FEIN):</b> (MARK ONLY ONE TYPE):
	<input type="checkbox"/> <b>C CORPORATION (FEIN)</b> <input type="checkbox"/> <b>S CORPORATION (FEIN)</b>
	<b>LIMITED LIABILITY COMPANIES (LLC):</b>
<input type="checkbox"/> <b>LIMITED LIABILITY COMPANY.</b> ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership) _____	
<input type="checkbox"/> <b>GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts)</b>	
<input type="checkbox"/> <b>EXEMPT (nonprofit) payee code if any</b> _____ Exemption from FATCA reporting (see instructions on next page)	

<b>TAX ID NUMBER</b>	Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line.
	<b>SOCIAL SECURITY NUMBER</b>
	<b>EMPLOYER IDENTIFICATION NUMBER</b>

<b>RESIDENCY STATUS</b>	<input type="checkbox"/> <b>California Resident</b> - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page)
	<input type="checkbox"/> <b>California Nonresident</b> - Subject to State income tax withholding. (see Nonresident Withholding on next page)
	<input type="checkbox"/> <b>California Nonresident Exemption</b> - To qualify for exemption, check one of the following: <input type="checkbox"/> No services provided in California. <input type="checkbox"/> A completed Franchise Tax Board Form 590. - (must be attached) <input type="checkbox"/> A waiver of State withholding from Franchise Tax Board. - (must be attached)
	<b>CALIFORNIA SALES TAX PERMIT NUMBER</b> (required only for California nonresident vendors that charge California sales tax)
	_____

<b>CERTIFYING SIGNATURE</b>	Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 5. If facts change upon which this form are based, I will promptly notify the County of Sacramento.		
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME &amp; TITLE</b> (Type or Print)	<b>E-MAIL ADDRESS</b>	
	<b>SIGNATURE OF U.S. PERSON</b>	<b>DATE</b>	<b>TELEPHONE NUMBER</b>

(REV Apr 2017)



# County of Sacramento

County of Sacramento  
Payee Data Record  
(REV Apr 2017)

## PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

## ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individual/sole proprietorship**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose an any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the Unites States, call.....1-800-852-5711  
From outside the United States, call.....1-916-845-6500  
For hearing impaired with TDD, call.....1-800-822-6268

## EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

## ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California  
Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 651 Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

WEB SITE: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.**

## ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to [ePayables@saccounty.net](mailto:ePayables@saccounty.net) and include: company name, contact person, email address and phone number.

## PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

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**DIVISION OF BEHAVIORAL HEALTH SERVICES**

**ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE AND THE ADVANCEMENT OF HEALTH EQUITY**

*This document assures compliance with various federal, state and local regulations, laws, statutes, and policies related to culturally and linguistically competent services for diverse populations as well as outlines steps towards advancing health equity as noted within the Sacramento County Division of Behavioral Health Services (BHS) Cultural Competence Plan Objectives, the National Culturally and Linguistically Appropriate Services (CLAS) Standards, and the Self-Assessment for Modification of Anti-Racism Tool (SMART).*

Each organization within a culturally and linguistically competent system focused on advancing health equity is responsible for demonstrating humility, respect for all, and responding to the individualized needs of community members. Services are provided within the appropriate cultural context and through a trauma-informed equity lens that are inclusive of intersectionality of race, ethnicity, national origin, income level, religion, gender identity, gender expression, sexual orientation, age, and/or physical disability. Cultural competence is a developmental and dynamic process – one that occurs over time and is never ending.

Culturally competent and responsive providers:

- Are aware of the impact of their own culture on their relationships with clients.
- Are knowledgeable and respectful of the intersectionality of one’s culture, ethnicity, race, gender identity and expression, sexual orientation, and socio-economic status.
- Adapt their skills to meet the values and customs of each individual served.
- Strive for behavioral health equity and exhibit accountability to the communities served.

**BHS Equity Vision Statement Goal (adopted 2021)**

Sacramento County Behavioral Health Services (BHS) envisions a community where all Sacramento County residents thrive and have equitable access to optimal behavioral and emotional wellness. By racial equity we mean closing the gaps so that race does not predict one's success, while also improving outcomes for all.

**How To Get To Goal**

- BHS seeks to be an organization where staff and clients feel welcome and have a sense of belonging, that includes all cultural/ethnic identities.
- We seek to create an organizational culture that is client/family driven and reflects community diversity at all agency levels.
- As a member of the wider Sacramento community, and through mutual collaboration and partnerships, BHS prioritizes strategies that consider harmful impacts, advance unbiased results, and takes accountable action so that cultural/ethnic identity no longer predict behavioral health wellness.

**Equity Core Values**

- Client and family driven
- Mutual collaboration and partnership
- An environment of belonging, emotional safety, and promotion of expressions of diversity
- Staff reflective of community served
- Accountability, impact, results
- Innovation/fundamental change

## **Definitions**

**Cultural Competence** is a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among client-led providers, family members, and professionals that enables that system, agency, or those professionals and clients, and family member providers to work effectively in cross-cultural situations (adapted from Cross, et al., 1989).

**Cultural Humility** is the “ability to maintain an interpersonal stance that is other-oriented (or open to the other) in relation to aspects of cultural identity that are most important to the [person]” (Hook, Davis, Owen, Worthington and Utsey, 2013). It includes “a lifelong commitment to self-evaluation and self-critique,” “a desire to fix power imbalances,” and “aspiring to develop partnerships with people and groups who advocate for others” (Tervalon & Murray-Garcia, 1998).

**Equity** “is achieved when the dimensions of our identity (e.g., sex, gender identity and expression, cultural identity, race/ethnicity, disability, national origin, age, language, family structure, religion/faith, immigration status, or sexual orientation) and other dimensions of difference defined by social, economic, demographic, and/or geographic characteristics are no longer predictive of unjust cycles of harm and oppression across generations is stopped” (Children and Youth Behavioral Health Initiative, 2023).

---

## **Cultural Competence Guiding Principles**

Cultural Competence is an ongoing process that is critical to eliminating cultural, racial, ethnic, gender identity and expression, and sexual orientation disparities in the delivery of quality and equitable mental health and substance use, prevention, and treatment services. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs, and practices of its clients into the service, and should be incorporated into all aspects of policy-making, program design, administration, service delivery, data collection, and outcome measurement.

“While culturally competent service delivery systems will continue to have primary goals around ongoing elimination of inequities for specific racial, ethnic, and cultural communities, culturally competent systems must be sufficiently flexible in order to promote improved quality and effectiveness of services for all community members...” (County Behavioral Health Directors Association of California Framework for Advancing Cultural, Linguistic, Racial and Ethnic Behavioral Health Equity, Updated 2016, page 2).

**The County Behavioral Health Directors Association of California developed the following guiding principles and corresponding strategies for counties to use in operating a culturally and linguistically competent system of care to eliminate disparities. This is further complimented by Sacramento County’s commitment towards advancing equity, the National CLAS Standards, and SMART.**

### **Commitment to Cultural Competence and Health Equity**

- Address cultural competence and advancing equity at all levels of the system including policy, programs, operations, treatment, research and investigation, training, and quality improvement. (CLAS-Standard 1)
- Demonstrate commitment to cultural humility while improving safety and equity for staff and clients through all agency policy and practice documents, including the mission statement,

statement of values, strategic plans, and policy and procedural manuals. (CLAS-Standard 2, SMART-Workplace Culture, SMART-Clinical Care)

- Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them to address potential disparities with access to care and engagement. (CLAS-Standards 6 and 8, SMART-Clinical Care)

#### Identification of Disparities and Assessment of Needs and Assets

- Collect, compile, and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS-Standard 11)
- Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural, linguistic, ethnic, sexual orientation, and gender diversity of populations in the service area. This could include creating plans for assessing and addressing potential disparities for individuals within special populations (e.g., those who are unhoused, have legal/child protective service involvement, or are at risk for vulnerability due to their age) (CLAS-Standard 12, SMART-Community Advocacy)

#### Implementation of Strategies to Reduce Identified Disparities

- Develop, implement, and monitor strategies for the elimination of identified health and functional disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on eliminating such disparities. (CLAS-Standard 9, SMART Outcomes/Program Evaluation)
- Utilize a quality improvement framework with a racial equity lens to monitor and evaluate culturally responsive and community defined service delivery and disparity elimination activities. Incorporate data reflection in partnership with the community and share improvement targets/progress with stakeholders to maintain accountability. (CLAS-Standards 10 & 15, SMART-Outcomes/Program Evaluation)

#### Community Driven Care

- Develop formal and informal relationships with community members, community organizations, and other partners to maximize accountability in the delivery of effective culturally, ethnically, linguistically, sexual orientation and gender affirming appropriate care and monitor the outcomes of these partnerships. (CLAS-Standard 13, SMART-Community Engagement/Co-Production)
  - Ensure diverse representation of clients on advisory/governance bodies/committees (a recommended minimum of 50%) to develop service delivery and evaluation. Diverse representation may include:
    - Individuals with lived mental health/behavioral health experience
    - Family members of a client
    - Transition Age Youth (TAY)
    - Parent/caregivers of youth with serious emotional disturbance
    - Representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals
- Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to culturally responsive and community defined service delivery planning, implementation, monitoring, and evaluation. Create and utilize culturally and

linguistically appropriate conflict grievance resolution processes. (CLAS-Standard 14, SMART-Community Engagement/Co-Production)

### Workforce Development

- Establish workforce recruitment/hiring strategies that ensure adequate levels of peer specialists (persons with lived experience), community (navigators, community health workers), administrative, support, and professional staff, reflective of the diversity of the populations served. Emphasize professional development opportunities (e.g., mentorship); creating a “safe space” to identify and discuss topics of racism, its effects, and ways to improve safety and equity; self-care strategies to address stress and micro-aggressions; and other retention efforts (e.g., examining current promotion practices). Develop corrective measures to address severe shortages impacting ability to serve county populations. This may include creating formal processes to address incidents of racial disparities or discrimination in the workplace (WIC 4341; CLAS-Standard 3; SMART-Workplace Culture; SMART-Hiring, Recruitment, Retention, and Promotion).
- Provide ongoing cultural competence and quality improvement training to peer (persons with lived experience), community (navigators, community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) to effectively address the needs of cultural, racial, ethnic (including linguistic capability), sexual orientation or gender diverse populations. This may include engaging in trauma-informed conversations about experiences of racism and microaggressions as well as identifying ways to address these issues. (CCR Title 9 Section 1810.410, CLAS-Standards 4 and 7, SMART-Workplace Culture)

### Provision of Culturally and Linguistically Appropriate Services

- Ensure access to culturally/linguistically appropriate as well as sexual orientation and gender affirming services (treatment interventions, engagement strategies, outreach services, assessment approaches, community defined practices). Offer language assistance at no cost to them, for all diverse unserved, underserved, and inappropriately served populations by making them available, accessible, acceptable, accommodating, and sensitive to historical, cultural (including healing practices and ceremonies), spiritual and/or religious experiences and values of diverse populations, inclusive of gender roles, sexual orientation, generational differences, etc. (CLAS-Standards 1 and 5, SMART-Clinical Care)
- Make available behavioral health services that are responsive to the numerous stressors and social determinants of health experienced by cultural, racial, ethnic, sexual orientation or gender diverse populations which have a negative impact on the emotional and psychological state of individuals and make every attempt to provide greater access to services to address potential barriers or disparities impacting access to care and/or engagement (e.g. providing services during evenings/weekend hours and/or in less stigmatizing settings such as in primary care locations, at faith-based organizations, at community organizations, etc.) (CLAS-Standard 12, SMART-Clinical Care)

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**CONTRACTOR hereby agrees to comply with the principles and guidelines set forth as outlined above, and shall:**

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment by:

- Supporting evidence-based, community-defined, promising, and emerging practices that are affirming of one’s sexual orientation/gender identity/gender expression and congruent with ethnic/racial/linguistic/cultural group belief systems, cultural values, traditional healing practices, and help-seeking behaviors.
  - Supporting the County’s goal to reduce disparities to care and promote behavioral health equity by increasing access, decreasing barriers, and improving services for unserved, underserved, and inappropriately served communities.
  - Providing an emotional environment that ensures people of all cultures, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for. This shall include:
    - Respect for individual preferences for cultural healing practices including spiritual and/or holistic approaches to health
    - Reception staff that are proficient in the different languages spoken by clients
    - Bilingual and/or bicultural clinical staff that are knowledgeable of cultural and ethnic differences, needs, culturally accepted social interactions and healthy behaviors within the client’s family constellation or other natural support system, and who are able and willing to respond to clients and their natural support system in an appropriate and respectful manner.
    - Staff identifying their own pronouns and asking about the client’s pronouns
2. Create/implement a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, outcomes, evaluation, policies, procedures, and designated staff responsible for implementation.
    - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Ensure progress in the delivery of culturally competent services through the biennial completion and analysis of a system-wide Agency Self-Assessment of Cultural Competence.
  3. Develop and implement a strategy to recruit, retain and promote qualified, diverse culturally and linguistically competent administrative, clinical, and support staff, reflective of the community, that are trained and qualified to address the needs of the racial and ethnic communities being served.
    - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural, and linguistic makeup of the county until the makeup of direct services staff is proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty population.
  4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery. In addition to ensuring that staff members participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all employees.
    - As stated in the Sacramento County BHS PP-BHS-CCES-02-01\_Implementation of Cultural Competence: All BHS-funded program staff who provide direct behavioral health services and their supervisors/managers/administrators must complete a minimum of six (6) hours annually of BHS-approved cultural competence/behavioral health equity training(s) as part of their contract agreement with the County.
  5. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no cost interpreter services and

offer all clients who speak a primary language other than English access to a bilingual staff or interpreter.

6. Translate signage and commonly-used written educational/informing materials into the predominant language(s) spoken by the communities located within the service area and make these readily available to clients/families.
7. Create a physical environment and “safe space” that ensures individuals of all cultures, races/ethnicities, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for in the setting. This shall include:
  - Decorating the waiting and treatment areas with artwork/images that are gender affirming and reflect the diverse cultures of Sacramento County
  - Providing reading materials, resources, and magazines in multiple languages that are at appropriate reading levels and are suitable for different age groups, including children and youth
  - Considering cultural differences and preferences when offering refreshments
  - Ensuring that any pictures, symbols, or materials on display are not unintentionally disrespectful to another culture
  - Including gender affirming restroom space and signage
  - Using gender affirming language in forms and documents
  - Asking about and using client’s pronouns
8. Ensure that interpreters and bilingual staff demonstrate bilingual proficiency; receive training which includes the skills and ethics of interpreting; and possess knowledge of the terms and concepts relevant to clinical or non-clinical encounters in both languages.
  - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity/sexual orientation/gender identity and pronouns are included in the provider's management information system as well as within any client records used by provider staff.
10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved, and inappropriately served communities at every step of program planning, implementation, outcome measurement, and evaluation processes.
11. Collaborate with cultural, racial, ethnic, sexual orientation, or gender diverse communities and emerging refugee communities to learn more about how these communities define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.

**Dissemination of these Provisions:** CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.*

Sacramento City Unified School District  
Contractor (Organization Name)

\_\_\_\_\_  
Signature of Authorized Representative

Janea Marking  
Name of Authorized Representative (Printed)

\_\_\_\_\_  
Date

Chief Business and Operations Officer  
Title of Authorized Representative



**SACRAMENTO COUNTY MENTAL HEALTH PLAN  
MEDI-CAL PROVIDER DISCLOSURE STATEMENT OF SIGNIFICANT BENEFICIAL INTERESTS**

Entity Name	_____		
Entity Address	_____		
Taxpayer ID	Telephone Number	(916)	
1. Do you or anyone else own 5% or more of this Contractor/ Entity? (Sole Proprietors answer yes)      Yes <input type="checkbox"/> No <input type="checkbox"/>			
2. If so, is dependent health insurance available to/or through Contractor/Company?      Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>If YES to question #1, please complete the following as to each of these individuals:</b>			

Name of Provider in Which Interest is Held	Type of Provider	Address	Name of Relative(s) Who Holds The Interest	Relation	Type of Interest	Percentage and/or Dollar Amount of the Interest

*I hereby certify under penalty of perjury that all the above statements are true and correct to the best of my knowledge.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS**

Pursuant to 42 C.F.R. Section 455.104 and Section 14022 of the Welfare and Institutions Code provides that no payment shall be made to a Medi-Cal provider or to any facility or organization in which he or his immediate family has a “significant beneficial interest” unless the provider has a statement on file disclosing his or the interest his immediate family has in other Medi-Cal providers to which they refer beneficiaries. The applicable section under Medi-Cal program regulations is Section 51466, Article 6, Chapter 3, subdivision 1 of Division 3 of Title 22 of the California Administrative Code. This regulation is shown below.

1. Every provider must complete this form.
2. Disclosure must be made for each member of the provider’s immediate family - spouse, parents, spouse’s parents, children, and spouses of children.
3. “Significant beneficial interest” means any financial interest that represents either five percent of the total interest or a value of \$25,000 irrespective of the percentage ownership. How different types of interests are to be valued can be determined by referring to Section 51466.
4. If a provider has no “significant beneficial interest” in other providers, to which Medi-Cal recipients are referred, place “no interests” on the first line and sign the statement.

**51466. Disclosure of Significant Beneficial Interest.**

- A. A provider shall not bill or submit a claim for service involving the referral of a beneficiary to or from another provider unless each provider has disclosed any significant beneficial interest existing between the providers. Disclosures shall be accomplished by completing and submitting a Medi-Cal Personal Disclosure Statement of Significant Beneficial Interest form as provided by the Department.
- B. A provider that fails to comply with (a) or that submits a false or incorrect disclosure shall be subject to a suspension from participation or payment under the Medi-Cal program.
- C. For the purpose of this section:

- (1) "Significant beneficial interest" means any financial interest held by a provider, or a member of the provider's immediate family, in another provider that is equal to or greater than the lesser of the following:
  - (a) Five percent of the whole.
  - (b) \$25,000.00
- (2) "Immediate family" means spouse, son, daughter, father, mother, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- (3) Interests held by a provider and members of that provider's immediate family shall be combined and valued as a single interest.
- (4) The extent of financial interest shall be determined as follows:
  - (a) Full ownership shall be considered as 100 percent financial interest and control regardless of mortgages or other encumbrances.
  - (b) Interest in a partnership shall be determined on the basis of the percentage of ownership specified in either a written or verbal partnership agreement.
  - (c) Interest in a corporation shall be determined by computing the percentage of stock or bonds owned or the total outstanding shares or bonds of the corporation as of the last working day of the month preceding compliance with (a).
  - (d) All other financial arrangements shall require establishment of a fair and reasonable dollar value for both the interest and the whole. The percentage interest shall be computed as the percentage the dollar value of the interest represents of the whole.
- (5) The dollar value of the following types of interests shall be determined as follows:
  - (a) Bonds, over-the-counter stocks and stocks listed on the major stock exchanges shall be valued at the closing selling price on the last working day of the month preceding compliance with (a).
  - (b) Stocks in a closely held corporation shall be valued at the original purchase price, par value, or current market value, whichever is greater.
  - (c) Partnership interests shall be valued at the total dollar amount invested in organizing the partnership. A fair and reasonable dollar equivalent shall be determined if investment is not in form of monies.
  - (d) All other financial arrangements shall be valued at the actual dollar investment or a fair and reasonable dollar equivalent for investments not in the form of monies.

**County of Sacramento  
Department of Health Services  
Administration Division  
Contracts Unit**

**Electronic Signature Information for Contracts**

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Please fill out the attached Contractor Opt In/Out form to indicate your preference. Signing agreements using the electronic signature method is optional.

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- There is no cost to the contractor.
- DocuSign will send an email with a link to click to access the agreement, please see the sample email on the next page.
- The contractor does not need a DocuSign account to sign the agreement.
- DocuSign will automatically send an email with a link to the next person to review or to sign the agreement.
- DocuSign will send a copy of the fully executed agreement to the signer and to any other contractor staff who have reviewed via DocuSign.

***Please contact your Contract Monitor if you find incorrect content in the agreement. Please do not sign or DocuSign the agreement if you do not agree with something in the agreement. Also, please do not 'Decline to Sign' in DocuSign. Contact your Contract Monitor, instead.***

Please be advised that these DocuSign emails will be coming from Erica Sevigny, Janet Toro or Tamara Tripp.

If you have any questions, please feel free to email us at [DHSContractsUnit@SacCounty.net](mailto:DHSContractsUnit@SacCounty.net) or call Erica Sevigny at (916) 875-1983, Janet Toro at (916) 875-1988 or Tamara Tripp (916) 875-7243.

The next page shows an example of the email you will receive from DocuSign NA3 System.

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**To:** Sawhill, Cindy <[SawhillC@SacCounty.net](mailto:SawhillC@SacCounty.net)>  
**Subject:** Please DocuSign:\*RUSH\* Execute before 7/20/20 CDPH (7207500-21-376M)

**EXTERNAL EMAIL:** If unknown sender, do not click links/attachments.



Erica Sevigny sent you a document to review and sign.

[REVIEW DOCUMENTS](#)

**Erica Sevigny**  
[SevignyE@SacCounty.net](mailto:SevignyE@SacCounty.net)

Please sign off on this MOU with the State, and contact Sara Sawyer with any questions.

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Department of Health Services, Contractor DocuSign OPT IN/OUT Form

Please select an option below in regard to signing electronically via DocuSign for

Agreement #:

Contractor Name:

I Do NOT wish to sign this Agreement with the Department of Health Services electronically via DocuSign. I prefer to have the Agreement mailed to me, sign the physical copies and return them via US mail.

I DO wish to sign this Agreement with the Department of Health Services electronically via DocuSign.

Fill in below with complete name and email address for the individual who has Authority to sign this Agreement. This field is **REQUIRED** in order for you to electronically sign. Then make a selection for who would like to receive a copy of the fully signed Agreement.

Name of Authorized Signer	Email Address

Once the Agreement is fully signed by both parties, a copy will automatically be sent to the signer and any reviewers designated below.

\_\_\_\_\_  
Name of Person Completing Form

\_\_\_\_\_  
Date

**This field is OPTIONAL. Only fill out this field if you have individual(s) other than the signer, who also need to review the Agreement before it is signed:**

These individual(s) will not be signing the Agreement, but will be asked to electronically initial their approval on this form. Please list them in the order you would like them to receive the Agreement for review, before the signer.

Order	Name of Additional Reviewer(s)	Email Address
1.		
2.		
3.		



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**HMC Architects**

**Bowling Green Modernization Project**

**Dated: February 15, 2024**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of February 15, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Modernization project located at Bowling Green School at 4211 Turnbridge Drive, Sacramento  
CA 95823

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Bowling Green School Modernization Project at 4211 Turnbridge Drive, Sacramento CA 95823.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
  - 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.
  - 2.13.5. Soils investigation.
  - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

**Article 3. Architect Staff**

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Vipul Safi  
Project Director: Brian Meyers  
Project Architect(s): Jeffrey Grau  
Project Manager(s): Vipul Safi

Major Consultants:

Electrical: LP Consulting Engineers, Inc.  
Mechanical: LP Consulting Engineers, Inc.  
Plumbing: LP Consulting Engineers, Inc.  
Fire Sprinklers: LP Consulting Engineers, Inc.  
Low Voltage: LP Consulting Engineers, Inc.  
Civil: Warren Consulting Engineers  
Structural: Buehler  
Acoustical: AEC  
Landscape: MTW Group  
Food: AMD Food Services  
Cost Estim.: Sierra West Group

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

**Article 4. Schedule of Services**



Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

## **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
  - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
- 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed **Three Million Nine Hundred Sixty-Four Thousand Nine Hundred Fifty-Seven Dollars (\$3,964,957)** based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **One Hundred Ninety-Eight Thousand Two Hundred Forty-Seven and 85/100 Dollars (\$198,247.85)**. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.

- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

#### **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
  - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and

shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such

default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

## **Article 10. Indemnity/Architect Liability**

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas

the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

## **Article 11. Fingerprinting**

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and

Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

**Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or



by its employees, even though such equipment be furnished or loaned to Architect by District.

**Article 14. Nondiscrimination**

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**Article 15. Insurance**

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

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

## **Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

## **Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 20. Alternative Dispute Resolution**

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

**Article 21. Tolling of Claims**

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

**Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**Article 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Article 24. Employment Status**

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other

leave, with or without pay or for other benefits which accrue to a District employee.

- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 25. Certificate of Architect**

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the

provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

**Article 26. Cost Disclosure - Documents and Written Reports**

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

**Article 27. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens  
EMAIL: tina-alvarez-bevens@scusd.edu

*With a Copy to:*  
Dannis Woliver Kelley  
200 California Street #400  
San Francisco, CA 94111  
ATTN: Deidree Sakai, Esq.

**Architect:**

HMC Architects  
2101 Capitol Avenue, Ste 100  
Sacramento CA 95816  
ATTN: Vipul Safi  
EMAIL:  
Vipul.safi@hmcarchitects.com

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. RESERVED**

**Article 29. District's Right to Audit**

- 29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

**Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

**Article 31.**

**Exhibits "A" through "F"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**


Date: \_\_\_\_\_, 20\_\_\_\_

By: Janea Marking

Title: Chief Business Officer

**HMC ARCHITECTS**

Date: January 30, 2024

By: Vipul Safi 

Title: Principal-in-Charge



**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF ARCHITECT**

Architect shall provide all professional services necessary for completing the following:

#### **SCOPE OF PROJECT**

Project Name: Bowling Green Modernization

Construction Cost Budget: \$56,000,000

#### **BASIC SERVICES**

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. As-builts;
  - b. Physical characteristics;
  - c. Legal limitations and utility locations for the Project site(s);
  - d. Written legal description(s) of the Project site(s);
  - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the

dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## **C. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2. Development of Architectural Program**

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

### 3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
  - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. **Presentation**

*If requested*, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District’s Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and “model” program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **D. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
  - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.



- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

## 5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
  - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - (iii) Schematic piping.
  - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
  - (B) Main panels.
  - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

## 8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

## 9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### **10. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;  
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

#### **11. Presentation**

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **E. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

## 3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
  - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## **8. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## **9. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **F. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

### **1. Construction Documents ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

**h. Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

**h. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**3. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**4. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

## **G. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.



## **H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Architect shall review and prepare a package of all warranty and O&M documentation.
  - h. Architect shall organize electronic files, plans and prepare a Project binder.
  - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Punch list; and
  - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	\$330
Sr. Project Manager:	\$245
Project Manager:	\$230
Project Designer:	\$230
Designer:	\$125
Job Captain/Technical Leader:	\$190

Project Coordinator:	\$160
Contract Administrator:	\$230

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
1. The following items are approved for mark-up:
    - a. Sub-consultant Invoices.
  2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
  
- B. Architect shall complete Services required after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.

1. Programming and Planning	Dec 2023 – Mar 2024
2. Schematic Design	Apr - Jun 2024
3. Design Development	Jul - Oct 2024
4. Construction Documents	Nov 2024 - Jun 2025
5. DSA Submittal	Jul – Dec 2024
6. Bid/Award	Jan – Mar 2026
7. Construction (New)	Apr – May 2027
8. Modernization	Jun – Dec 2027

- C. The durations stated above include the review periods of **7 calendar days** required by the District.
  
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT



## EXHIBIT "D"

### PAYMENT SCHEDULE

#### A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
<b>TOTAL BASE COMPENSATION</b>	<b>100%</b>

#### B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

**b. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**c. For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**d. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**e. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**f. For Construction Contract Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**g. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
  2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
  3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
  2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
  2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

**EXHIBIT "F"**

**ROOFING PROJECT CERTIFICATION**

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged. Not applicable to a school district with an average daily attendance less than 2,500.

Certification of:     Architect                                       Engineer  
                             Roofing Consultant                       Other \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, certify that I have  
                            [Name]                                      [Name of Firm]  
not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, \_\_\_\_\_, \_\_\_\_\_,  
    [Name]                                      [Name of Firm]  
certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_, \_\_\_\_\_, have the  
                            [Name]                                      [Name of Firm]  
following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: \_\_\_\_\_

Proper Name of Firm: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF EXHIBIT



**EXHIBIT "G"**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: Bowling Green Modernization / 479 between the Sacramento City Unified School District ("District") and HMC Architects ("Consultant") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
  
- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT



## Sacramento City Unified School District

7/1/2023 - 6/30/2024

Today's date: June 8, 2023

- We guarantee 98 out of 100 jobs are successfully filled and completed.
- Once you send us the job request, it is understood we will cover it, unless otherwise communicated.
- 265 languages across California

**Our Service Offerings for this Contract:**

- A) Document (Written) Translation
- B) Interpretation: Pre-Scheduled (On-Site and/or Video Remote)
- C) Interpretation: Over the Phone (OPI) available for both Immediate and Pre-Scheduled

**A. Document (Written) Translation**

Description	Regular rate	Rush Rate
Spanish	\$0.16/word	Add \$0.02/word
All other languages	\$0.19/word	Add \$0.02/word
Project Minimum	\$75.00 per language	
Formatting Fee	\$25.00 per hour	

- Rush Rate – Any request with fewer than 24 hours turn-around will be invoiced with rush rate.
- All translation jobs include TEP – qualified translator, editing and proofreading.
- No formatting charge for all editable documents (MS Word, Spreadsheet, PowerPoint, editable PDF file that can be exported).
- Formatting fees may apply on a case-by-case basis with client approval for the following (e.g. scanned documents, non-editable images).

**Late Cancellation Policy:**

- Full fees apply once we receive a confirmation email to begin the project.



**B. Interpretation (In-person, Video-Remote, & Phone):**

CONSECUTIVE INTERPRETATION			
Language	Video-Remote	In-person/On-site	Rush Rate
Spanish	\$67.00 / hour	\$70.00 /hour	Add \$15 /hour
All other languages	\$80.00 / hour	\$83.00 /hour	Add \$15 /hour
American Sign Language (ASL)	\$90.00 / hour	\$95.00 /hour	Add \$15 /hour

SIMULTANEOUS INTERPRETATION			
Language	Video-Remote	In-person/On-site	Rush Rate
Spanish	\$85.00 / hour	\$95.00 /hour	Add \$15 /hour
All other languages	\$105.00 / hour	\$115.00 /hour	Add \$15 /hour

- The interpretation services in Section B are for **pre-Scheduled**.
- Requests for ASL service more than 1 hour will require 2 ASL interpreters.
- 2 hours minimum per request (per language): All requests that are more than 2 hours will be billed according to the hours requested and reserved.
- **Rush Rate:** Any request with fewer than 24 hours turn-around will be invoiced with rush rate.
- Time extending beyond the hours requested will be billed in 15-min. increments.
- Allocate enough time to avoid potential scheduling conflict.
- Client will provide a virtual link once the interpreter has been confirmed.
- Client will provide details concerning assignment i.e.
- For VRI assignments, interpreters will have reliable Wi-Fi and a quiet place to interpret.

**\*Simultaneous Mode of Interpretation are intended for CAC, Board and Public Meetings.**

**Late Cancellation Policy:**

- Cancellations made with fewer than 24 business hours are considered a last-minute, late cancellation. The full amount will be invoiced.
- Please send a cancellation email and a call for last-minute cancellations.
- If the Client Portal is utilized, cancel through the portal and no calls or emails are necessary.
- Cancellations made with more than 24 business hours in advance will incur no fees.



### C. Interpretation: On-Demand Over-the-Phone (OPI)

Description	Minimum Rate
Immediate Access – All languages	\$1.69/minute connection time (75 minutes minimum per month)

- The CIN number provided is confidential and will be treated like a PIN Number.
- If the CIN number has been compromised, Client MUST alert Excel immediately, by email and by calling: 1-800-915-0638 ext. 101.
- Clients will receive instructions on how to access over the telephone interpretation services once the award has been made and the contract has been signed.

\*On-Demand Over the Phone (OPI) Interpretation services are convenient and intended for time-sensitive situations. Please note OPI Interpretation is not meant to replace in-person interpreters for IEP, ELAC, DLAC meetings.



## **A1: How to Request Document Translation Services:**

Translation Consultant: Jessica Delgado / M.A. Translation / 30 years

- 1) **Client Portal Request** –How to access portal (for emergency project, please also call)
- 2) **Phone** in Request: 1-800-915-02638 ext. **102** with questions
- 3) **Email Request:** Attach documents for translation to **translations@excelinterpreting.com**

## **B1: How to Request In-Person & Video Remote Interpretation Services**



1. **Online Client Scheduling Portal** – Obtain your login credentials by emailing [appts@excelinterpreting.com](mailto:appts@excelinterpreting.com). In the email, please include:
  - Full name
  - Email address (this will be the login)
  - Phone contact
  - Organization + Division Names

We can create unlimited names for requesters and managers.

Credentials can be created within a day, if not sooner. For additional credential support, please call Adelina Past, our Scheduling Manager, at: 916-820-5654.

Once you obtain your credentials, you are set to begin making requests on our portal!

Real time requests with real time updates.

1. Log in the portal with your credentials.
  2. Click on 
  3. Fill in the necessary information for your request.
  4. Once complete, click on 
- You will receive your confirmation notification immediately with a job number reference for your records.

### **Proprietary Interpreter Scheduling Software with Up-to-Date Metrics**

Our proprietary Scheduling software provides up to date metrics such as language use, unfilled jobs, last minute requests, status of requests, name of last interpreter and additional information to help clients make informed decisions concerning language procurement.



---

\*Be prepared to provide all relevant appointment details to scheduling agent

- 2) **Call the interpreter scheduling unit at: 1-800-915-0638 ext. 101.** Anyone of our Scheduling Coordinators can help answer all scheduling related questions and concerns, or simply help schedule an on-site interpreter. Clients will experience a live agent during the hours of 8:00 am to 5:00 pm, Monday through Friday. We closely monitor after hour and weekend calls, around the clock, and will respond promptly.
- 3) **Email:** All on-site requests can be submitted to: **appts@excelinterpreting.com**. To request in-person interpreter services, including ASL, please provide all relevant scheduling details in the body of the email:
- a. Date and Time
  - b. Duration of the appointment
  - c. Location (name of agency, exact address, city, and zip code)
  - d. On-site contact
    - i. If the assignment is after hours, we need a direct cell contact.
  - e. Reference name or case #
  - f. Language / dialect
  - g. Simultaneous or Consecutive
  - h. Nature of assignment
  - i. Special instructions

Once an email request is received, clients will receive a confirmation email.

**C1: How to Request On-Demand Over-the-Phone (OPI) Services: (SEE FOLLOWING PAGE)**

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To set up On-Demand Over the Phone Interpretation services, please initiate account by calling 800-915-0638 x 101 or emailing to [appts@excelinterpreting.com](mailto:appts@excelinterpreting.com).

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# CHENG & TSUI

Since 1979 | Boston, MA USA

25 West Street  
Boston MA 02111-1213  
United States

## Estimate

Page 1 of 4

**Date** 3/5/2024  
**Quote #** 21786

**Expires** 4/14/2024

**Shipping Method**

**Client Number** SAC00011

### Bill To

SACRAMENTO CITY UNIFIED SC...  
TEXT BOOK PO (REQTXT)-PURC...  
5735 47TH AVENUE  
SACRAMENTO CA 95824  
United States

### Ship To

Sacramento City Unified School Dis...  
Library & Textbook Services  
3051 Redding Avenue  
Sacramento CA 95820  
United States

ISBN	Description	Quantity	Rate	Amount
9781622914777	GO FAR WITH CHINESE 1 TEXTBOOK SIMP w/ bundle discount	100	71.99	7,199.00
9781622916740-FLS8	GO FAR WITH CHINESE 1 FLUENCYLINK STUDENT 8 YR w/ bundle discount	100	341.99	34,199.00
9781622914777	GO FAR WITH CHINESE 1 TEXTBOOK SIMP (teacher desk copy)	5	0.00	0.00
9781622914807	GO FAR WITH CHINESE 1 WORKBOOK SIMP (teacher desk copy)	5	0.00	0.00
9781622916740-FLT8	GO FAR WITH CHINESE 1 FLUENCYLINK TEACHER 8 YR	5	0.00	0.00
9781622915439	GO FAR WITH CHINESE 2 TEXTBOOK SIMP w/ bundle discount	45	80.09	3,604.05
9781622916757-FLS8	GO FAR WITH CHINESE 2 FLUENCYLINK STUDENT 8 YR w/ bundle discount	45	359.99	16,199.55
9781622915439	GO FAR WITH CHINESE 2 TEXTBOOK SIMP (teacher desk copy)	3	0.00	0.00
9781622915446	GO FAR WITH CHINESE 2 WORKBOOK SIMP	3	0.00	0.00

### Order Comments

Prices are valid for 30 days. Product availability is subject to change without notice.

Purchase Order required to convert Quote to Order. Email the PO and this quote to [orders@cheng-tsui.com](mailto:orders@cheng-tsui.com)

Digital items are non-returnable.

Workbooks are on a separate quote, #21787.

Your adoption purchase includes some complimentary virtual (live/synchronous) training. Please contact [ashao@cheng-tsui.com](mailto:ashao@cheng-tsui.com) to discuss scheduling. Additional training is available for purchase.

Cheng & Tsui's digital technology subscriptions are sold subject to changes in architecture, features, functionalities as new versions are released.

Remit to:  
Cheng & Tsui Co., Inc.  
Dept. 7000  
PO Box 4110



**CHENG & TSUI**

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25 West Street  
Boston MA 02111-1213  
United States

# Estimate

Page 2 of 4

**Date**

3/5/2024

**Quote #**

21786

ISBN	Description	Quantity	Rate	Amount
	(teacher desk copy)			
9781622916757-FLT8	GO FAR WITH CHINESE 2 FLUENCYLINK TEACHER 8 YR	3	0.00	0.00
9781622915460	GO FAR WITH CHINESE 3 TEXTBOOK SIMP w/ bundle discount	25	85.49	2,137.25
9781622916535-FLS8	GO FAR WITH CHINESE 3 FLUENCYLINK STUDENT 8 YR w/ bundle discount	25	377.99	9,449.75
9781622915460	GO FAR WITH CHINESE 3 TEXTBOOK SIMP (teacher desk copy)	2	0.00	0.00
9781622915477	GO FAR WITH CHINESE 3 WORKBOOK SIMP (teacher desk copy)	2	0.00	0.00
9781622916535-FLT8	GO FAR WITH CHINESE 3 FLUENCYLINK TEACHER 8 YR	2	0.00	0.00
9781622916924-FLS8	INTEGRATED CHINESE 3 4E FLUENCYLINK STUDENT 8 YR	15	425.99	6,389.85
9781622911578	INTEGRATED CHINESE 3 WKBK/S&T 4E (teacher desk copy)	1	0.00	0.00
9781622916924-FLT8	INTEGRATED CHINESE 3 4E FLUENCYLINK TEACHER 8 YR	1	0.00	0.00
9781622911509	INTEGRATED CHINESE 4 TEXT/S&T 4E HC w/ bundle discount	15	81.89	1,228.35
9781622916931-FLS8	INTEGRATED CHINESE 4 4E FLUENCYLINK STUDENT 8 YR w/ bundle discount	15	395.99	5,939.85
9781622911509	INTEGRATED CHINESE 4 TEXT/S&T 4E HC (teacher desk copy)	1	0.00	0.00





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25 West Street  
Boston MA 02111-1213  
United States

# Estimate

Page 3 of 4

**Date**

3/5/2024

**Quote #**

21786

ISBN	Description	Quantity	Rate	Amount
9781622911523	INTEGRATED CHINESE 4 WKBK/S&T 4E (teacher desk copy)	1	0.00	0.00
9781622916931-FLT8	INTEGRATED CHINESE 4 4E FLUENCYLINK TEACHER 8 YR	1	0.00	0.00
9781622910564	ADVENTURES IN JAPANESE 1 TEXTBOOK 4E HC w/ bundle discount	250	77.39	19,347.50
9781622916603-FLS8	ADVENTURES IN JAPANESE 1 FLUENCYLINK STUDENT 8 YEAR w/ bundle discount	250	289.79	72,447.50
9781622910564	ADVENTURES IN JAPANESE 1 TEXTBOOK 4E HC (teacher desk copy)	10	0.00	0.00
9781622910571	ADVENTURES IN JAPANESE 1 WORKBOOK 4E (teacher desk copy)	10	0.00	0.00
9781622916603-FLT8	ADVENTURES IN JAPANESE 1 FLUENCYLINK TEACHER 8 YEAR	10	0.00	0.00
9781622910663	ADVENTURES IN JAPANESE 2 TEXTBOOK 4E HC w/ bundle discount	210	87.29	18,330.90
9781622916627-FLS8	ADVENTURES IN JAPANESE 2 FLUENCYLINK STUDENT 8 YEAR w/ bundle discount	210	307.79	64,635.90
9781622910663	ADVENTURES IN JAPANESE 2 TEXTBOOK 4E HC (teacher desk copy)	10	0.00	0.00
9781622910670	ADVENTURES IN JAPANESE 2 WORKBOOK 4E (teacher desk copy)	10	0.00	0.00
9781622916627-FLT8	ADVENTURES IN JAPANESE 2	10	0.00	0.00



**CHENG & TSUI**

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25 West Street  
Boston MA 02111-1213  
United States

# Estimate

Page 4 of 4

**Date**

3/5/2024

**Quote #**

21786

ISBN	Description	Quantity	Rate	Amount
	FLUENCYLINK TEACHER 8 YEAR			
9781622910700	ADVENTURES IN JAPANESE 3 TEXTBOOK 4E HC w/ bundle discount	150	91.79	13,768.50
9781622916641-FLS8	ADVENTURES IN JAPANESE 3 FLUENCYLINK STUDENT 8 YEAR w/ bundle discount	150	320.39	48,058.50
9781622910700	ADVENTURES IN JAPANESE 3 TEXTBOOK 4E HC (teacher desk copy)	8	0.00	0.00
9781622910717	ADVENTURES IN JAPANESE 3 WORKBOOK 4E (teacher desk copy)	8	0.00	0.00
9781622916641-FLT8	ADVENTURES IN JAPANESE 3 FLUENCYLINK TEACHER 8 YEAR	8	0.00	0.00
PD-VIRTUAL	VIRTUAL PROFESSIONAL DEVELOPMENT - 2.5 HRS	1	0.00	0.00
Sales Tax	Sales Tax 8.75%	1	5,741.37	5,741.37
Shipping	Shipping Fee	1	3,280.78	3,280.78

**Total** \$331,957.60



21786



# CHENG & TSUI

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25 West Street  
Boston MA 02111-1213  
United States

## Estimate

**Date** 3/8/2024  
**Quote #** 21791  
**Expires** 4/7/2024  
**Shipping Method**  
**Client Number** SAC00011

### Bill To

SACRAMENTO CITY UNIFIED SC...  
TEXT BOOK PO (REQTXT)-PURC...  
5735 47TH AVENUE  
SACRAMENTO CA 95824  
United States

### Ship To

Sacramento City Unified School Dis...  
Library & Textbook Services  
3051 Redding Avenue  
Sacramento CA 95820  
United States

ISBN	Description	Quantity	Rate	Amount
9781622914807	GO FAR WITH CHINESE 1 WORKBOOK SIMP	800	42.99	34,392.00
9781622915446	GO FAR WITH CHINESE 2 WORKBOOK SIMP	360	44.99	16,196.40
9781622915477	GO FAR WITH CHINESE 3 WORKBOOK SIMP	200	46.99	9,398.00
9781622911578	INTEGRATED CHINESE 3 WKBK/S&T 4E	120	39.99	4,798.80
9781622911523	INTEGRATED CHINESE 4 WKBK/S&T 4E	120	41.99	5,038.80
9781622910571	ADVENTURES IN JAPANESE 1 WORKBOOK 4E	1,800	38.99	70,182.00
9781622910670	ADVENTURES IN JAPANESE 2 WORKBOOK 4E	1,600	40.99	65,584.00
9781622910717	ADVENTURES IN JAPANESE 3 WORKBOOK 4E	1,000	42.99	42,990.00
Sales Tax	Sales Tax 8.75%	1	21,750.75	21,750.75
Shipping	Shipping Fee	1	12,429.00	12,429.00

**Total** \$282,759.75

### Order Comments

Prices are valid for 30 days. Product availability is subject to change without notice.

Purchase Order required to convert Quote to Order. Email the PO and this quote to [orders@cheng-tsui.com](mailto:orders@cheng-tsui.com)

This quote is for workbooks for the full duration of the adoption, all to be fulfilled in year 1.

**SPECIAL INSTRUCTIONS:** For shipment, do not mix different level or different language workbooks in the same box. Each box should only contain a single ISBN.

Cheng & Tsui's digital technology subscriptions are sold subject to changes in architecture, features, functionalities as new versions are released.

Remit to:  
Cheng & Tsui Co., Inc.  
Dept. 7000  
PO Box 4110  
Woburn, MA 01888-4110



21791



Mikila Fetzer  
 Mathematics Coordinator  
 Sacramento City Unif Sch Dist  
 5735 47th Ave  
 Sacramento, CA 95824-4528  
 United States

**Quote Number:** 259711-7  
**Quote Creation Date:** 03-22-2024  
**Quote Expiration Date:** 09-30-2024

**Quote Release:** 7

SCUSD enVision 2015 3rd-6th 1 YR digital extension  
 Price Quote Summary

Solution	Base Amount	Free Amount	Total
enVision Math	\$ 278,830.00	\$ 29,820.81	\$ 278,830.00
<b>Solution Subtotal</b>	<b>\$ 278,830.00</b>	<b>\$ 29,820.81</b>	<b>\$ 278,830.00</b>
	<b>Shipping &amp; Handling</b>		<b>\$ 0.00</b>
		<b>Total</b>	<b>\$ 278,830.00</b>

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>enVision Math</b>						
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 3</b>						
9781428511415	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 3	33.00	0	1,910	\$0.00	\$63,030.00
9781428511590	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 3	37.00	0	40	\$0.00	\$1,480.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 3 Subtotal</b>						<b>\$ 64,510.00</b>
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 4</b>						
9781428511422	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 4	33.00	0	1,980	\$0.00	\$65,340.00
9781428511606	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 4	37.00	0	40	\$0.00	\$1,480.00

Sacramento City Unif Sch Dist

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328790777	MATH 2015 CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 4	9.47	800	0	\$7,576.00	\$0.00
9780328803750	MATH 2015 SPANISH CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 4	11.47	40	0	\$458.80	\$0.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 4 Subtotal</b>					<b>\$ 8,034.80</b>	<b>\$ 66,820.00</b>
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 5</b>						
9781428511439	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 5	33.00	0	2,150	\$0.00	\$70,950.00
9781428511613	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 5	37.00	0	40	\$0.00	\$1,480.00
9780328790784	MATH 2015 CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 5	9.47	1,200	0	\$11,364.00	\$0.00
9780328803767	MATH 2015 SPANISH CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 5	11.47	41	0	\$470.27	\$0.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 5 Subtotal</b>					<b>\$ 11,834.27</b>	<b>\$ 72,430.00</b>
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 6</b>						
9781428511446	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 6	33.00	0	2,230	\$0.00	\$73,590.00
9781428511620	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 6	37.00	0	40	\$0.00	\$1,480.00
9780328790791	MATH 2015 CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 6	9.47	1,000	0	\$9,470.00	\$0.00
9780328803774	MATH 2015 SPANISH CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 6	11.47	42	0	\$481.74	\$0.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 6 Subtotal</b>					<b>\$ 9,951.74</b>	<b>\$ 75,070.00</b>
<b>enVision Math Subtotal</b>					<b>\$ 29,820.81</b>	<b>\$ 278,830.00</b>

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>Solution Subtotal</b>					<b>\$ 29,820.81</b>	<b>\$ 278,830.00</b>
<b>Shipping and Handling</b>						<b>\$ 0.00</b>
<b>Total</b>						<b>\$ 278,830.00</b>

## Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

**Online:** <https://support.savvas.com/support/s/customerserviceus>

**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Damaged & Defective Products:** If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, sticker, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

**Annual subscriptions for iLit and Successmaker Only:** Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

**Technical support services** are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

**Professional Services:** Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).















Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
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City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
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Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Loose Shelf-Ready Processing	1	\$6,832.00	\$0.00
		<b>Tax:</b>	<b>\$11,193.98</b>
		<b>Total:</b>	<b>\$139,121.48</b>

Multi-Year 10% discount applied to the order.

District to receive 4 - \$1,500 coupons. The first when the order goes in and then 1 more every 3 months.

Cost of Loose SRP has been waived for the district.

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If any changes are to be made or if you require further information, please contact your Sales Representative, Denise Ohngren at [dohngren@juniorlibraryguild.com](mailto:dohngren@juniorlibraryguild.com), and they will be happy to assist you.

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**This proposal is being sent for your review. Please use this information to process any paperwork, request approval or requisition your purchase order.**

**KLEIN**  
**Educational Systems**  
 2851 Spafford Street  
 Davis, CA 95618  
 1-800-698-3249

R6388

Program 107

Code  
 Round 6 Zero Emissions  
 Grant

**QUOTE**  
 Quote# KES15644-1

Quotation for:  
**John F. Kennedy High School**  
 JB Polanco  
 Sacramento, 95831

Date Quoted : 03/07/2024  
 Expiry Date : 04/06/2024  
 Sales Manager : Chris Klein

Quotation for LJ Create Trainers

Item & Description	Qty	Unit Cost	Total Cost
ALB2/AL Automotive Repair Skills Development- Annual Site License (Year 1)	1	3,850.00	3,850.00
740-01 Electric Vehicle Systems Panel Trainer	3	9,875.00	29,625.00
756-01 Hybrid Vehicle Systems Panel Trainer	3	11,625.00	34,875.00
743-01 Vehicle Charging Systems Panel Trainer	3	8,375.00	25,125.00
730-00 Complete Electric Vehicle Electronics Station	15	4,450.00	66,750.00
Sub Total			160,225.00
City of Sacramento Sales Tax (8.75%)			13,682.81
Estimated Freight			7,710.13
<b>Delivered Total</b>			<b>\$181,617.94</b>

**Klein Educational Systems, Inc.**  
 Email Purchase Orders to [orders@kleineducational.com](mailto:orders@kleineducational.com) or fax to **888-503-3108**  
 2851 Spafford Street Davis, CA 95618 Toll Free: 800-698-3249  
 Prices Valid for 30 Days Terms Net 30 Days Estimated Delivery TBD



*R. Zero Emissions*

**COLLEGE AND CAREER READINESS DEPARTMENT**

Linda Kingston, Director of CTE and Master Schedule  
 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
 916-643-9207



**REQUISITION FORM 2023-24**

PROGRAM/PATHWAY: Auto Technology REQUESTOR'S NAME: JB Polanco TODAY'S DATE: 03/07/24

<b>SECTION 1</b>	<p><i>Please specify program needs and list 1-2 objectives for how the services will be utilized and state which program standards and student learning outcomes are aligned to this request.</i></p> <p>The requested purchase will be used to align the automotive program with the CTE Transportation – Systems Diagnostics, Service, and Repair pathway and ASE accreditation standards. This purchase will provide students with the necessary tools and equipment to successfully transition into a career in the transportation industry or continue their education at the post-secondary level.</p> <p>Current equipment does not exist</p> <p>This purchase will help students in meeting System Diagnostics, Service, and Repair standard C2.0 practice the safe and appropriate use of tools, equipment, and work processes under the Transportation Pathway</p>	
<b>Program Need and Objective</b>	<b>Program/Pathway Need</b>	<b>Comments</b>
	<input type="checkbox"/> <b>Substitute</b> <i>List the full name of teacher(s) needing substitute below and check one:</i> ( ) Full-day ( ) Half-day <i>Please forward the full name of substitute for each teacher when known.</i>	
	<input type="checkbox"/> <b>Transportation/bus for College and/or Career Learning Experiences</b> <i>Provide number of bus, estimated cost and brief description of trip and attach related handouts/materials.</i>	
	<input type="checkbox"/> <b>Service Agreements</b> <i>Provide service proposal, service contract, and invoice for payment.</i>	
	<input type="checkbox"/> <b>Instructional Supplies/Materials/Equipment for pathways program of study</b> <i>A. Be sure to attach, a completed Quotation Portion form page 2- SECTION 4.</i>	

<b>SECTION 2</b>	<i>Please circle Yes or No regarding approval of items to the Advisory Board.</i>		
<b>Advisory Committee</b>	1. Has this item(s) been approved by your Advisory Committee?	Yes	No
	2. Is this replacing existing inventory?	Yes	No





**COLLEGE AND CAREER READINESS DEPARTMENT**

Linda Kingston, Director of CTE and Master Schedule  
 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
 916-643-9207

	<i>If yes, explain the circumstance for replacement.</i>	
--	--	--

<b>SECTION 3</b>	<i>Please research and provide specific vendor information.</i>
<b>Vendor Information</b>	1. Vendor Name: <u>KLEIN EDUCATIONAL SYSTEMS</u>
	2. City: <u>DAVIS</u>
	3. State: <u>CA</u>
	4. Zip: <u>95618</u>
	5. Telephone #: <u>(530)979-3315</u> Fax #: _____
	6. Email: <u>matt@kleineducational.com</u>

**SECTION 4** *Please provide specific details for items requests (Order in Priority of Need) 1- Highest Need to 5- Lowest Need*

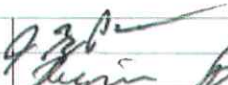


Quotation Sheet	Item Descriptions					
	Item Description	Part #	Qty.	U nit	Cost Per Unit	Amount
	1. Automotive Repair Skills Development- Annual Site License (Year 1)	ALB2/AL	1		3,850	3,850
	2 Electric Vehicle Systems Panel Trainer	740-01	3		9,875	29,625
	3 Hybrid Vehicle Systems Panel Trainer	742-01	3		11,625	34,875
	4 Vehicle Charging Systems Panel Trainer	743-01	3		8,375	25,125
	5 Complete Electric Vehicle Electronics Station	730-00	15		4,450	66,750
				Subtotal	160,225	
				Shipping	<del>900</del>	2,710.13
				Tax	<del>140.20</del>	13632.81
				Total	<del>184,149.68</del>	\$181,117.94



**COLLEGE AND CAREER READINESS DEPARTMENT**

Linda Kingston, Director of CTE and Master Schedule  
 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
 916-643-9207

<b>SECTION 5</b>	<i>Please, provide feedback to the advisement process method of this request.</i>		
<b>School Principal</b>	1. Please, list the date that the requester has discussed, advised or where you have been made aware of this activity.	Date:	Method of Communication:
	2. Please explain/share, any additional circumstances CCR should be aware of regarding this requisition.		

<b>SECTION 6</b>	<i>Please sign in the box next to your role on the team and date with the approximate date signed.</i>			
<b>Team Signatures</b>	<b>Team Member's:</b>			
	Instructor/Staff Signature		Date	3/2/24
	Principal Signature or designee		Date	3/7/24
	District Staff Signature		Date	3/8/24

<b>SECTION 7</b>	<b>District Staff Check One If Approved:</b>			
<b>Budget Staff ONLY</b>	<input type="checkbox"/> CTE LCAP			
	<input type="checkbox"/> Perkins			
	<input type="checkbox"/> CTEIG			
	<input type="checkbox"/> SWP			
	<input type="checkbox"/> Donation			
	<input type="checkbox"/> Mini-grant Foundation/Agencies			
	<input type="checkbox"/> CPA			
	<input type="checkbox"/> ESSER			
	<b>Transfer funds from:</b>			
	<b>To:</b>			
	<b>Charge to RSE:</b>			
	<i>Budget staff approval:</i>		<i>Date:</i>	

LJ Create

2400 Lake Orange Drive.  
Suite 105  
Orlando, FL 32837

T: 1-800-237-3482  
F: 1-407-250-5891  
E: info@ljcreate.com  
W: www.ljcreate.com



04/02/2024

John F. Kennedy High School  
JB Polanco  
Sacramento, CA

To whom it may concern,

This letter is to confirm that Klein Educational Systems is the exclusive sole distributor and service/support center for LJ CREATE in the state of California.

LJ CREATE INC, formerly known as LJ Technical Systems, is headquartered at 300 S Orange Ave, Ste 1000, Orlando, FL 32801 and is the sole manufacturer of proprietary products sold and marketed under the following trade names: Living with STEM, Exploring STEM, Working with STEM, Scitek, Living with Science (LWS), LJ Middle School and High School Science, LJ Electronics, STEM, Autolab Automotive Products , LJ Engineering, and Digiac.

This includes but is not limited to the 740-01 Electric Vehicle Systems Panel Trainer, 756-01 Hybrid Vehicle Systems Panel Trainer, 743-01 Vehicle Charging Systems Panel Trainer, 730-00 Complete Electric Vehicle Electronics Station and the ALB2/AL Automotive Repair Skills Development Curriculum.

LJ CREATE holds the copyright to all curriculum materials, workbooks, training guides and software that are sold or accompany our products.

Should you have any questions, or require further details, please do not hesitate to contact me using our toll free number 800-237-3482. Thank you for considering LJ CREATE, as a possible source for your educational training requirements.

Sincerely,



Robyn Watson  
Operations Manager



EveryDay Labs, Inc.  
303 Twin Dolphin Drive, Suite 600  
Redwood City, CA 94065

## EVERYDAY LABS INC. SERVICES AGREEMENT

This agreement (“Agreement”) is entered into on the “Effective Date,” which shall be the date on which the Agreement is fully executed by both parties, between EveryDay Labs Inc., (“EveryDay Labs”), and the Customer identified below (“District”). This Agreement includes and incorporates the below Order Form, as well as the accompanying EveryDay Labs Terms and Conditions and Exhibits and Attachments and contains, among other things, warranty disclaimers, liability limitations and use limitations. Each party’s acceptance of this Agreement was and is expressly conditional upon the other’s acceptance of the terms contained in this Agreement to the exclusion of all other terms.

<b>District Information</b>	
<b>District Name: Sacramento City School District</b>	<b>Principal Contact: Jennifer Kretschman</b>
Address: 5735 47th Avenue	Title: Director, MTSS
Sacramento, CA 95824	Phone:
Contracts Office: Tina Alvarez-Bevens tina-alvarez-bevens@scusd.edu	Email: Jennifer-Kretschman@scusd.edu
<b>Billing Contact: Paola Lopez</b>	<b>Data Contact: Rhonda Rode</b>
Phone:	Phone:
Email: invoices@scusd.edu	Email: Rhonda-rode@scusd.edu

<b>EveryDay Labs Contacts</b>	
<b>Program Manager: Emily Cunningham</b>	<b>Sales &amp; Contracts: Emily Bailard</b>
Phone: 650-641-9485	Phone: 650-641-9485
Email: emilyc@everydaylabs.com	Email: contracts@everydaylabs.com
<b>Billing Contact: Victor Aguayo</b>	
Email: ar@everydaylabs.com	

## ORDER FORM

### Scope of Work:

As described below, EveryDay Labs and District will work together to implement a personalized intervention and engagement solution for up to 36,615 students designed to support student success by preventing student absenteeism, engaging students' families, and connecting families to district supports.

The scope will include:

- Personalized attendance nudge interventions delivered via mail ("Mail Nudges") and text ("Text Nudges") sent during impact windows aligned to the academic calendar.
- 24/7 Family Support Bot to help families with barrier-specific needs by directing them to the right resource or connecting them directly to our Family Support Team for more complex issues
- Access to the Family Support Team, which provides families with one-on-one support by phone during business hours to help connect them to resources that address their student's attendance barriers

EveryDay Labs will send up to 43,938 Mail Nudges\* in English and Spanish and unlimited Text Nudges\*\* for up to 36,615 students in English and Spanish based on a delivery calendar and student eligibility criteria mutually agreed upon by EveryDay Labs and District.

*\*Estimated # of Nudges; exact number will depend on actual data and student attendance. Additional Mail Nudges can be purchased at the District's option for \$1/each.*

*\*\*Text Nudges are sent to one phone number per student*

EveryDay Intervention also includes:

- Program Manager to support the program's implementation, provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Mail Nudges and Text Nudges and parent/guardian calls to the Family Support Team, and students who may have out of date addresses
- Quarterly engagement reports
- Mid and End of year program impact analysis

EveryDay Labs will use data from the District to deliver EveryDay Intervention, analyzing the data to determine which students receive each type of personalized intervention, determining appropriate content for each student based on their grade, attendance record, language, school, and other factors. EveryDay Labs will generate, print, and deliver/mail the Mail Nudges and Text Nudges.\*\*\*

EveryDay Labs will apply criteria to personalize the content for each student and to identify the students most likely to benefit from receiving each communication, considering attendance patterns and other factors. Specific students may be excluded by the District through the process described in the EveryDay Labs Data Specification and Transfer Standards. EveryDay Labs will also exclude students whose parents or guardians have elected to opt-out of receiving program communications (Mail or Text Nudges), as well as those who don't meet other eligibility criteria (e.g. undeliverable address or phone number).

### Additional Services:

In addition to the services outlined in the original Order Form, EveryDay Labs will send up to 9,000 Early Absence Letters in English and Spanish based on a delivery calendar and student eligibility criteria mutually agreed upon by EveryDay Labs and District.

\*\*\*Data Consultant can be provided to assist the District with SIS automation for \$5,000 for up to 50 hours of consulting.

**Fees:** not to exceed \$190,239.00

### Payment Schedule:

December 2023:	\$63,413.00
April 2024:	\$63,413.00
August 2024:	\$63,413.00

**Term:** The term of this Agreement commences on the Effective Date and expires August 31, 2024, subject to early termination as provided herein (the "Term").

## EveryDay Labs Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY EVERYDAY LABS INC. (“EveryDay Labs”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH EVERYDAY LABS WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“DISTRICT”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”). IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

- 1. SERVICES.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms and conditions of this Agreement (including any limitation and restrictions set forth on the applicable Order Form), EveryDay Labs will provide District with the services specified in each Order Form (collectively, the “Services”) during the applicable Order Form Term (as defined below). District will cooperate with EveryDay Labs in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as EveryDay Labs may reasonably request. Any change requests to the services shall be mutually agreed upon by both parties and amended in writing by the district.
- 2. LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to EveryDay Labs solely for EveryDay Labs to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to EveryDay Labs the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of, and disclose the Student Records to EveryDay Labs Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing and operating products and services).

EveryDay Labs warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

“Student Records” means the confidential and proprietary student-related information which District discloses to EveryDay Labs, including as set forth in Attachment A (Data Transfer Standards), and excludes De-Identified Data. “De-Identified Data” means data submitted to, collected by, or generated by EveryDay Labs in connection with District’s use (and EveryDay Labs’s provision) of the Services but only in anonymized form which does not (and cannot be used to) specifically identify District, any of District’s students or any other individual. District shall retain ownership of any rights it may have to the Student Records. “EveryDay Labs Person” is (i) a director, employee, contractor, agent or affiliate of EveryDay Labs, (ii) who needs to access the Student Records in connection with EveryDay Labs’s provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. EveryDay Labs reserves the right to utilize independent contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, EveryDay Labs will enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give EveryDay Labs any rights, implied or otherwise, to the Student Records. **At no time will EveryDay Labs share any Student Records with any**



**non-EveryDay Labs Person without the written permission of District.** EveryDay Labs shall notify District should EveryDay Labs become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by EveryDay Labs. Upon contract termination, Student Records will be destroyed in accordance with Section 9.

- 3. DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to EveryDay Labs in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (“Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (iv) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by EveryDay Labs in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If EveryDay Labs receives any notice or claim that any data provided to EveryDay Labs, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a “Claim”), EveryDay Labs may, but is not required to, suspend or terminate the Service. Without limiting the foregoing, District will indemnify EveryDay Labs from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District’s obligations in this Section 3, as incurred.
- 4. FEES; PAYMENT.** District shall pay EveryDay Labs fees for the Service as set forth in each Order Form (“Fees”). Additionally, in the event that the United States Postal Service increases the First Class Mail postage rate, EveryDay Labs reserves the right to increase Mail Nudges Fees accordingly, by an amount no greater than the increase in EveryDay Labs’s costs associated with the increased postage rate. Unless otherwise specified in an Order Form, all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. District shall be responsible for all taxes associated with Service (excluding taxes based on EveryDay Labs’s net income). All Fees paid are non-refundable and are not subject to set-off.
- 5. WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.
- 6. OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, EveryDay Labs alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by EveryDay Labs, and (ii) the Nudges other than information specific to the District. District grants to EveryDay Labs a non-exclusive, royalty-free right and license to (directly or through EveryDay Labs Persons) use and otherwise exploit the District’s names, marks, logos and other identifiers (“Logos”) during the Term in accordance with District’s reasonable trademark usage guidelines for EveryDay Labs to perform the Services hereunder, including without limitation using the Logos with Mail Nudges. District may use the EveryDay Labs’s Logos, in accordance with

EveryDay Labs's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (iii) EveryDay Labs may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not be unreasonably withheld.

7. **CONFIDENTIALITY.** EveryDay Labs will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 2, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than EveryDay Labs Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case EveryDay Labs shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of EveryDay Labs before receipt from District; (b) is or becomes publicly available through no fault of EveryDay Labs; (c) is received by EveryDay Labs, without use or disclosure restriction, from a third party having an apparent bona fide right to disclose the information to EveryDay Labs; or (d) is independently developed by EveryDay Labs without use of the Student Records. District may be identified as the source of the Student Records.

While the terms of this Agreement are EveryDay Labs's confidential information, each party may disclose the relationship and the existence of this Agreement.

EveryDay Labs shall, to the extent of its liabilities under the laws of the State of California, defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to \$2,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees), where such claims, actions or suits arise solely and directly from EveryDay Labs's or an EveryDay Labs Person's breach of the Student Record confidentiality requirements contained herein, provided EveryDay Labs is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; EveryDay Labs will not be responsible for any settlement it does not approve in writing. The foregoing is District's sole remedy with respect to any breach of EveryDay Labs's obligations herein relating to Student Records.

8. **WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND EVERYDAY LABS' PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF EVERYDAY LABS IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND EVERYDAY LABS (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
9. **TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order Form. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided that if



such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor. Either Party may terminate this agreement without cause by giving the other Party thirty (30) days written notice. In the event of early termination by the District, Every Day Labs will be paid for work performed prior to the date of termination.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Within sixty (60) days of termination or expiration of this Agreement, EveryDay Labs will destroy all District Student Records in its possession.

10. **LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO EVERYDAY LABS HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.
11. **INSURANCE.** EveryDay Labs shall procure and maintain the types and minimum limits of insurance as required by District, covering the performance of the Service. This will include General liability, \$2M per occurrence, Professional liability, \$2M per claim and in the aggregate, and Cyber liability, \$2M per claim. EveryDay Labs shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of California, or otherwise acceptable to District and their Office of Risk Management, or the equivalent office thereof.
12. **PIGGYBACK/RIDER.** EveryDay Labs agrees to allow district and other public agencies and school districts in the U.S. to purchase additional services, at the same terms and conditions that apply to this contract. Districts and agencies may order additional services in quantities and amounts. Any liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.
13. **MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of California, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of California. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or waiver of any provision of this Agreement or any Attachment shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of

the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and EveryDay Labs, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to EveryDay Labs, as follows:

EveryDay Labs Inc.  
303 Twin Dolphin Drive, Suite 600  
Redwood City, CA 94065  
Attn: Contracts  
Email: [contracts@everydaylabs.com](mailto:contracts@everydaylabs.com)


or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

**IN WITNESS WHEREOF**, District and EveryDay Labs have executed this Agreement as of the Effective Date.

**DISTRICT**

Signature: \_\_\_\_\_  
Name: Janea Marking  
Title: Chief Business Officer  
Date: \_\_\_\_\_

**EVERYDAY LABS INC.**

Signature:   
Name: Emily Bailard  
Title: Chief Executive Officer  
Date: 11/8/2023

## ATTACHMENT A DATA TRANSFER STANDARDS

District will provide EveryDay Labs with access to data as specified in the “**EveryDay Labs Data Specification and Transfer Standards**” which contains comprehensive information on data fields and the transfer process. Data will be transferred to EveryDay Labs daily. A summary of key steps are as follows:

- **Data Fields:** District will provide EveryDay Labs with the following data files for all students who are currently enrolled in the district, as well as historical data. A complete list of the fields and transfer protocol can be found in the “EveryDay Labs Data Specifications and Transfer Standards”.
  - **Roster File:** One row per student. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information including phone and email\*, demographic information, home language, exclusion flag
  - **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
  - **Exclusion List (Optional):** Used if student-level exclusions cannot be provided in the Roster File. One row per student. Sample fields: student ID, student name
  - **Parent/Guardian Contacts:** One row per contact. Sample fields: guardian name, phone number
  - **School Site Information:** One row per school. Sample fields: school name, school id, school phone number
  - **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
- **Executing the Data Transfers:** EveryDay Labs will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files on a daily basis. Additional details can be found in “EveryDay Labs Data Specification and Transfer Standards.”

Please note that these data specifications and transfer standards are subject to change.

\*As part of the program of intervention, EveryDay Labs may send a text message (Text Nudge) to any guardians whose phone number has been provided. The first message will provide the recipient with the opportunity to opt-out of receiving further messages. If the district is not authorized to send text messages to specific guardians, follow the instructions in the EveryDay Labs Data Specification and Transfer Standards to exclude them from text outreach. Note: digital communication will only be sent to parents and guardians; no digital communication is sent directly to students.



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 Dallas, TX 75284-1393  
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Contact Your Rep

Rob Alberghini Email:ralberghini@bsnsports.com | Phone:916-216-3376

**Sold to**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1413527**  
**C K MCCLATCHY HIGH SCHOOL**  
 Coach Parsh  
 3066 FREEPORT BLVD  
 SACRAMENTO CA 95818-4349  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11527929
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD CKM Athletic Equipm
Order Date:	04/11/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
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## Order Summary

**Cart #:** 11527929  
**Purchase Order #:** SCUSD Athletic Equipment  
**Cart Name:** SCUSD CKM Athletic Equipm  
**Order Date:** 04/11/2024  
**Estimated Delivery:** 08/05/2024  
**Payment Terms:** NT30  
**Ship Via:**  
**Ordered By:** Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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Order Summary	
<b>Cart #:</b>	11527929
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD CKM Athletic Equipm
<b>Order Date:</b>	04/11/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$19,836.70
Order Total:	\$272,320.21
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$272,320.21</b>

Contract# R201101



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 Dallas, TX 75284-1393  
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Contact Your Rep

Rob Alberghini Email:ralberghini@bsnsports.com | Phone:916-216-3376

**Sold to**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1413521**  
**West Campus High School**  
 Coach Parsh  
 5022 58TH ST  
 SACRAMENTO CA 95820-5610  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543789
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD WCHS Athletic Equip
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
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<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
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2			
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<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500	4 EA	\$ 1,103.99	\$ 4,415.96
4			



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Order Summary	
Cart #:	11543789
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD WCHS Athletic Equip
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA - 96	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A - 2	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$198,903.04
Other:	\$0.00
Freight:	\$22,852.01
Sales Tax:	\$17,404.02
Order Total:	\$239,159.07

Contract# R201101





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Order Summary	
<b>Cart #:</b>	11543789
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD WCHS Athletic Equip
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description

Qty Unit Price Total

Payment/Credit Applied: \$0.00

**Order Total: \$239,159.07**



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**Sacramento City Unified School**  
 9594 Kiefer Blvd  
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 USA

**Ship To**  
**1587939**  
**ROSEMONT HIGH SCHOOL**  
 Coach Parsh  
 9594 KIEFER BLVD  
 SACRAMENTO CA 95827-3817  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543844
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD RHS Athletic Equipm
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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## Order Summary

**Cart #:** 11543844  
**Purchase Order #:** SCUSD Athletic Equipment  
**Cart Name:** SCUSD RHS Athletic Equipm  
**Order Date:** 04/16/2024  
**Estimated Delivery:** 08/05/2024  
**Payment Terms:** NT30  
**Ship Via:**  
**Ordered By:** Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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Order Summary	
<b>Cart #:</b>	11543844
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD RHS Athletic Equipm
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$17,569.67
Order Total:	\$270,053.18
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$270,053.18</b>

Contract# R201101



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 USA

**Ship To**  
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**HIRAM W JOHNSON HIGH SCHOOL**  
 Coach Parsh  
 6879 14TH AVE  
 SACRAMENTO CA 95820-3431  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543812
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD HJ Athletic Equipme
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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Order Summary	
Cart #:	11543812
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD HJ Athletic Equipme
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
4			
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
96			
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
2			
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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Order Summary	
<b>Cart #:</b>	11543812
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD HJ Athletic Equipme
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$19,836.70
Order Total:	\$272,320.21
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$272,320.21</b>

Contract# R201101



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 USA

**Ship To**  
**1059818**  
**JOHN F KENNEDY HIGH SCH**  
 Coach Parsh  
 6715 GLORIA DR  
 SACRAMENTO CA 95831-2008  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543829
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD JFK Athletic Equipm
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99





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 Dallas, TX 75284-1393  
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Order Summary	
Cart #:	11543829
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD JFK Athletic Equipm
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 4	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA 96	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A 2	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD JFK Athletic Equipm
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$19,836.70
Order Total:	\$272,320.21
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$272,320.21</b>

Contract# R201101



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Contact Your Rep  
**Rob Alberghini** Email:ralberghini@bsnsports.com | Phone:916-216-3376

**Sold to**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1633383**  
**LUTHER BURBANK HIGH SCHOOL**  
 Coach Parsh  
 3500 FLORIN ROAD  
 SACRAMENTO CA 95823  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543836
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD LBHS Athletic Equip
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD LBHS Athletic Equip
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
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<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
4			
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
96			
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
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<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
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<b>Order Date:</b>	04/16/2024
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<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

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<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
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