



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: January 18, 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. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>LUTHER BURBANK HIGH SCHOOL</u>		
California Department of Education A24-00060	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 No Match
Period: 9/1/23 – 9/30/24 Description: Building Trades Academy (0585) at Luther Burbank High School to participate in the California Partnership Academics: California Labor Federation Partnership Project.		
<u>YOUTH DEVELOPMENT DEPARTMENT</u>		
California Department of Education A24-00061	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,856,832 No Match
Period: 7/1/23 – 9/30/24 Description: 21 st Century Community Learning Centers (CCLC) – ASSETs – Core. Provides funding for five (5) years to establish or expand before, after school and summer programs that provide kindergarten through 12 th grade students with academic enrichment opportunities and support services to help the students meet state and local academic standards in core content areas.		
<u>YOUTH DEVELOPMENT DEPARTMENT</u>		
California Department of Education A24-00062	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$25,000 No Match
Period: 9/1/23 – 9/30/24 Description: 21 st Century Community Learning Centers (CCLC) Program Grant – ASSETs – Equitable Access.		
<u>DEPARTMENT</u>		
Office of Public School & Construction A23-00071	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$750,000 No Match
Period: 1/1/24 – 6/30/27 Description: Outdoor Eating and Learning Structure at Parkway Elementary School.		
<u>ACADEMICS DEPARTMENT</u>		
Marin County Office of Education A24-00074	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$329,175 Year 2 of 3
Period: 7/1/23 – 6/30/24 Description: On behalf of the California Collaborative for Educational Excellence (CCEE), created the Intensive Assistance Model Project for districts to participate in professional learning.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT</u>		
Lionakis Architects SA24-00540	11/1/23 – 12/31/24: Architectural and engineering services for the C.K. McClatchy High School Swimming Pool Upgrades project. Project consists of. Replacement of pool and mechanical equipment.	\$265,480 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.	
Innovative Construction Services SA24-00541	12/1/23 – 7/31/28: Project and construction management services for the Fern Bacon Modernization and New Construction project. Project will include infrastructure stabilization, roof replacement, interior and exterior painting, site security fencing, flooring replacement, accessibility upgrades, HVAC replacement.	\$2,275,000 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Innovative Construction Services was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.	
CA Design West (CDW) SA24-00563	12/19/23 – 6/30/24: Architectural and engineering services for the New Joseph Bonnheim School Playground project. Project consists of replace irrigation to play field area only and leave pump and controller in current location; new sod at play field area; replace two (2) play structures; one (1) elementary age structure and one (1) kindergarten structure with new PIP fall-protection installed and provide play structure option boards for site to vote upon.	\$172,342 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CDW was selected for this project from the District's pool of architects qualified through an RFQ process in February 2020.	
Kitchell CEM SA24-00564	11/1/23 – 1/31/25: Project and construction management services for the Bowling Green Modernization/New School project. Project consists of: Roof replacement at main Building; Rooms 1-27, Office, Library, Cafeteria, and Classroom Building; Rooms 31-36. Campus Renewal project consists of flooring, ADA improvements, interior paint and technology.	\$2,129,403 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Kitchell CEM was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.	

<p>Campbell Keller R24-02973</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Classroom furniture to be purchased at California Middle School.</p> <p>The Purchasing and Facilities departments find it is in the best interest of the District to utilize Resolution No. 3371 to piggyback Los Rios Community District's contract Bid No. 19017 with Campbell Keller for classroom furniture Proposal 115937 dated December 18, 2023.</p>	<p>\$744,903 Measure H Funds</p>
---	---	--

ACADEMIC OFFICE

<p>Lexia Learning Systems, Inc. R24-02736</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Two year LETRS District subscription, print and live online professional development that focuses on teaching strategies associated with specific curriculum content. Active learning engages teachers directly in designing and trying new strategies, providing an opportunity to engage in the style of learning they are designing for students.</p>	<p>\$121,440 Learning Recovery Block Grant Funds</p>
--	---	--

<p>Center for the Collaborative Classroom R24-02737</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>SIPPS 4th edition intervention packages (30 each), reading specialist packages (20 each), beginning level packages (10 each), extension level packages (10 each) that provide a structured-literacy approach to instruction through explicit routines focused on phonological awareness, spelling sounds, and high-frequency words. When used as a core/Tier I program, SIPPS supports the acquisition of grade-level, foundational skills standards.</p>	<p>\$171,553 Learning Recovery Block Grant Funds</p>
--	---	--

YOUTH DEVELOPMENT

<p>Model 1 Commercial Vehicles R24-02858</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>The purchase of three (3) passenger vans to transport students to expanded learning events. This purchase will mitigate the expense of charter buses to transport a classroom of students and chaperones. The Youth Development department has staff that are qualified to transport students and will adhere to the District's requirements, overseen by Risk Management. Model 1 Commercial Vehicles was awarded Bid 24-1019, Wheelchair Accessible Vans by the Board of Education on October 5, 2023.</p>	<p>\$280,328 Expanded Learning Opportunities Program Funds</p>
---	---	--

SPECIAL EDUCATION DEPARTMENT

<p>Model 1 Commercial Vehicles R24-02631</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>The purchase of two (2) passenger vans for the Adult Transition Program. The Special Education department has staff that are qualified to transport students and will adhere to the District's requirements, overseen by Risk Management.</p> <p>Model 1 Commercial Vehicles was awarded Bid 24-1019, Wheelchair Accessible Vans by the Board of Education on October 5, 2023.</p>	<p>\$198,014 ESSER III Funds</p>
---	---	--

Unrestricted Funds

DEPUTY SUPERINTENDENT OFFICE

River City Stadium Management, LLC R24-00842	Facility use for the graduation ceremonies of the comprehensive high schools scheduled on June 11, 12 th and 13 th , 2024.	\$135,000 General Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	C.K. McClatchy High School Hiram Johnson High School John F. Kennedy High School Luther Burbank High School Rosemont High School West Campus	
Follett School Solutions R24-02936	1/1/24 – 12/31/24: District Member license renewal to Titlepeek Online. Includes, Library Manager and Destiny Resource Manager. Follett's subscriptions helps teachers identify resources on the web and in the District's existing library collection. Allows the ability to transfer materials from campus to campus to mitigate overage purchases and adds a high level of accountability.	\$121,409 General Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
<p>O.W. Erlewine E.S. Will C. Wood M.S. Abraham Lincoln E.S. John Bidwell E.S. Ethel Phillips E.S. Phoebe Hearst E.S. Theodore Judah E.S. Joseph Bonnheim E.S. Washington E.S. Sam Brannan M.S. Capital City School A.W. McClaskey Adult School Charles A. Jones Skills Center Central Printing Nutrition Services Serna Center</p>	<p>BACKGROUND: 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>STATUS: The District has determined these items are not repairable nor usable.</p>
ITEMS	<p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
<p>Desktop Computers (147 each) Chromebooks (729 each) Laptops (458 each) Printers (64 each) Document Cameras (7 each) *Misc.- keyboards, mice (265 each)</p>	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
E-Waste Recycle	

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: **West Campus HS New Softball Baseball Field Improvements**

Recommendation: Approve increase contract to Verde Design Inc. The agreement was awarded at the August 17, 2023 Board of Education Meeting.

Original Contract Amount: \$415,070; Measure H Funds

Change Order No. 1 Amount: \$33,650; Measure H Funds

Approve Change Order No. 1: \$415,070, due to additional services outside of original scope of work; which includes using an Electrical Engineer and Romtec software.

New Total Contract Amount: \$448,720; Measure H Funds

The cost of construction is currently estimated at \$5,000,000.

Project: **California Roof Replacement Bldg 1 & 3A**

Recommendation: Best Contracting Services, Inc. was awarded construction services at the April 27, 2023 Board of Education Meeting for the Roof Replacement Building 1 and 3A project at California Middle School. This project replacing existing roof on Buildings 1 and 3A.

Original Construction Services Amount: \$1,297,300; Measure H Funds

Approve Change Order No. 1 \$(53,167) for project closeout and unused Owner Allowance; Measure H Funds.

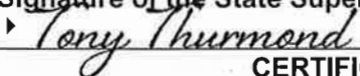
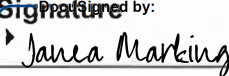
New Total Contract Amount: \$1,244,133; Measure H Funds

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				2023	25220	67439	MC	
Attention Lisa Allen, Interim Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Accounting Office, Categorical Funds				Resource Code	Revenue Object Code	34		
Telephone 916-643-9000				6385	8590	INDEX		
Name of Grant Program California Partnership Academies: California Labor Federation Partnership Project						0615		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$5,000		\$5,000		09/01/2023	09/30/2024		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			
<p>I am pleased to inform you that the Building Trades Academy (0585) at Luther Burbank High School has been funded to participate in the California Partnership Academies: California Labor Federation Partnership Project.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Cindy Rose, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>								
California Department of Education Contact Eliese Rulifson				Job Title Education Programs Consultant,				
E-mail Address ERulifson@cde.ca.gov				Telephone 916-319-0457				
Signature of the State Superintendent of Public Instruction or Designee 				Date November 2, 2023				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer				
E-mail Address janea-marking@scusd.edu				Telephone (916) 643-9055				
Signature 				Date 12/11/23				

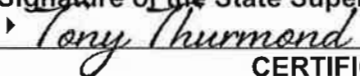
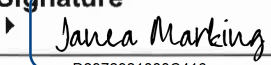
California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			23	14535	67439	4A
Attention Expanded Learning Programs Coordinator			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Expanded Learning Office			Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000			4124	8290	INDEX	
Name of Grant Program 21st Century Community Learning Centers (CCLC)—ASSETs - Core						0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,856,832.00		\$1,856,832.00		07/1/2023	09/30/2024
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.287C	S287C230005	21st CCLC Program			U.S. Dept. of Education	
<p>I am pleased to inform you that you have been funded for the 21st CCLC Program Grant—ASSETs - Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. The grant is from July 01, 2023, through June 30, 2028. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications (AO-400s) are sent annually.</p> <p>By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options. Please email the original, signed AO-400 to Raquel Monteiro at RMonteiro@cde.ca.gov.</p>						
California Department of Education Contact Raquel Monteiro				Job Title Associate Governmental Program Analyst		
E-mail Address RMonteiro@cde.ca.gov				Telephone 916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee 				Date November 9, 2023		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</p>						
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer		
E-mail Address janea-marking@scusd.edu				Telephone (916) 643-9055		
Signature 				Date 12/11/2023		

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			23	14603	67439	2A
Attention Expanded Learning Programs Coordinator			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Expanded Learning Office			Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000			4124	8290	INDEX	
Name of Grant Program 21st Century Community Learning Centers (CCLC)—ASSETs - Equitable Access						0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$25,000.00		\$25,000.00		07/1/2023	09/30/2024
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.287C	S287C230005	21st CCLC Program			U.S. Dept. of Education	
I am pleased to inform you that you have been funded for the 21st CCLC Program Grant—ASSETs - Equitable Access.						
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. The grant is from July 01, 2019, through June 30, 2024. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications (AO-400s) are sent annually.						
By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options. Please email the original, signed AO-400 to Raquel Monteiro at RMonteiro@cde.ca.gov.						
California Department of Education Contact Raquel Monteiro				Job Title Associate Governmental Program Analyst		
E-mail Address RMonteiro@cde.ca.gov				Telephone 916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee 				Date November 9, 2023		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.						
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer		
E-mail Address janea-marking@scusd.edu				Telephone (916) 643-9055		
Signature 				Date 12/11/2023		

D2972921888C416...

OFFICE OF THE CLERK
Sacramento City Unified School District

STATE OF CALIFORNIA
GRANT AGREEMENT

GENERAL INFORMATION

Grantee Name: Sacramento City Unified School District

Grant Amount: \$750,000.00

Funding Source: Authorized pursuant to Section 97 of Assembly Bill 189 (Skinner) which amends Section 19.568, subdivision of the Budget Act of 2023. (A copy of the authorizing statute is included on the Attachment)

GRANT DESCRIPTION

The Grant funds are awarded generally for purposes of the Parkway Elementary School Outdoor Eating & Learning Structure.

Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of OPSC.

TERMS AND CONDITIONS OF GRANT

Definitions

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Expenditure report” means the information submitted by the Grantee upon project completion to demonstrate expenditures have been made in accordance with the Grant award.

“Grant” means the funding provided in support of the Parkway Elementary School Outdoor Eating & Learning Structure.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“State” means the State of California.

Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Grant. This Agreement becomes effective on the date of the last signature. This Agreement terminates once (1) all Grant funding is expended, and when all the parties’ obligations under this Agreement are satisfied, or (2) if the Grant is rescinded, or (3) if the Grantee withdraws its request for the Grant funds.

Project Execution

The Office of Public School Construction hereby awards to the Grantee a sum of money (Grant) \$750,000.00 in consideration of and on condition that the sum be expended in carrying out the

STATE OF CALIFORNIA
GRANT AGREEMENT

purposes as set forth in the description of the project in this Agreement and under the Terms and Conditions set forth in this Agreement and the authorizing statute.

Grantee certifies that the proposed scope of work complies with all laws and requirements applicable to school construction projects.

Receiving and General Usage of Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about January 15, 2024, provided this Agreement has been fully executed.

Pursuant to the requirements set forth in Section 19.568(a)(7) of the Budget Act of 2023, all funds must be encumbered no later than June 30, 2025, and expended no later than June 30, 2027. All funds not encumbered by June 30, 2025, and/or expended by June 30, 2027, shall be returned by the Grantee to the Office of Public School Construction.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. A maximum of 5% of the total funds may be used for Grantee's administrative and/or overhead costs associated with the Grant. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

Program Reporting Requirements

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than 8/1/2025 (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered with a copy of the encumbrance documents.
- No later than 8/1/2026 the Grantee will submit a project status report.
- No later than 8/1/2027 the Grantee will submit a final Expenditure Report and a narrative summary of the project outcome including a copy of the plan approval letter(s) from the Division of the State Architect and/or a copy of the approved Form DSA 7 indicating that the Division of the State Architect concurs that the project is exempt from review.
 - o Report format is at the discretion of the Grantee; however, reports should be detailed enough to clearly demonstrate progress and that expenditures are connected to the project.
 - o Submitted reports shall include a cover letter from the Grantee with a signed statement that the information submitted is true and accurate.

STATE OF CALIFORNIA
GRANT AGREEMENT

Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail.

Financial accounts, documents, and records may be retained electronically.

Repayment of Grant Funds

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

Compliance with Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The Grantee is notified that compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

STATE OF CALIFORNIA
GRANT AGREEMENT

OFFICE OF PUBLIC SCHOOL CONSTRUCTION
 Page 4 of 4

Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

O. Supplement, Not Supplant


The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

P. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT) Janea Marking, Chief Business & Operations Officer	PHONE NUMBER (916) 643-9055
SIGNATURE OF GRANTEE REPRESENTATIVE <small>DocuSigned by:</small>  <small>D2972921888C416...</small>	DATE 01/10/2024
NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

Attachment

Excerpt from Senate Bill No. 104, Skinner. Budget Act of 2023

SEC. 97. Section 19.568 of the Budget Act of 2023 is amended to read:

SEC. 19.568. (a) (1) The amounts appropriated pursuant to this section reflect legislative priorities related to education.

(2) For allocations in this section that include a designated state entity, the entity shall allocate the funds to the recipients identified in the paragraphs following each designation. The state entity shall determine the best method for allocation to ensure the funds are used for the purposes specified in this section. Self-attestation by the receiving entity is an acceptable method of verification of the use of funds, if determined appropriate by the state entity.

(3) Notwithstanding any other law, allocations pursuant to this section are exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code, from Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and the State Contracting Manual, and are not subject to the approval of the Department of General Services, including the requirements of Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of the Title 2 of the Government Code.

(4) If an item number for the appropriate department for a state entity does not exist, and such an item number is required in order to make the specified allocations, the Department of Finance may create an item number for this purpose.

(5) Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.

(6) The Department of Finance may authorize the transfer of allocating authority to a different state entity to facilitate the expenditure of the funds for the intended legislative purpose. Any state entity that allocates funds may also, in consultation with the Department of Finance, use an alternative local fiscal agent that is not identified in this section instead of the fiscal agent designated in this section if necessary to achieve the intended legislative purpose. Any change to the allocating state entity or fiscal agent made pursuant to this paragraph shall be reported to the Joint Legislative Budget Committee in writing at least 30 days, or no sooner than whatever lesser time after that notification the chairperson of the joint committee, or the chairperson's designee, may determine, prior to the change. It is the intent of the Legislature to revise this section during the 2023–24 fiscal year to reflect any changes necessary to achieve the intended legislative purpose.

(7) Unless otherwise specified in this section, funds allocated pursuant to this section shall be available for encumbrance through June 30, 2025, and expenditure until June 30, 2027.

(8) Unless otherwise specified, the funds appropriated in this section shall not be disbursed for any project prior to September 30, 2023. Future legislation may, but is not required to, specify further details concerning the manner of disbursement of these funds.

(9) Funding provided in this section shall not be used for a purpose subject to Section 8 of Article XVI of the California Constitution. If the Department of Finance determines that any allocation would be considered an appropriation for that purpose, the funding shall not be allocated, and the department shall notify the Joint Legislative Budget Committee of that finding.

(10) The amounts specified in subdivisions (b) through (e), inclusive, are hereby appropriated from the General Fund as follows:

(b) To be allocated by the California Community Colleges as follows:

(1) \$1,000,000 to the Kern Community College District, for the Kern Community College Economic Mobility Laboratory.

(2) \$1,000,000 to the County of Marin, for the Marin Community College District's Science Field Station.

(3) \$1,200,000 to the Yuba Community College District, for the Yuba College STEM Building Modernization.

(4) \$1,000,000, to the College of the Canyons, for the College of the Canyons, for Simulation-based training lab and equipment for Allied Healthcare and Emergency Medicine students.

(5) \$500,000, to the Santa Monica Community College District, for Reinvigorating the Santa Monica College Library.

(6) \$782,000, for the Norwalk Cerritos College Child Development Center.

(7) \$1,500,000 for Napa Valley College Foundation for the construction costs for a technical education center.

(8) \$1,500,000 for Santa Rosa Junior College Foundation for land acquisition for expansion of a fire academy and construction of a new firefighter training tower.

(9) \$950,000 for Orange Coast College Foundation for replacement of Early Childhood Lab School outdoor classroom equipment.

(10) \$4,500,000 for Glendale College Foundation for a pilot demonstration project on the benefits of virtual reality in science classes.

(c) To be allocated by the State Department of Education as follows:

(1) \$250,000 to the Richland School District for the Richland School District - Family Resource Center.

(2) \$500,000 to the Latino Film Institute (LFI), for the Youth Cinema Project (YCP).

(3) \$1,000,000 to the Centralia School District, for health and safety improvements.

- (4) \$500,000 to the Spark SF Public Schools, for the Mission Bay Hub.
- (5) \$1,500,000 to the Milpitas Unified School District, for the Milpitas Unified School District Innovation Campus.
- (6) \$750,000 to the Sacramento City Unified School District, for the Parkway Elementary School Outdoor Eating & Learning Structure.
- (8) \$5,000,000 to the City of Hollister, for the San Benito High School Cafeteria.
- (9) \$261,395 to the Castaic Union School District, for the Castaic Union School District School Shade Structures.
- (10) \$123,000 to the William S. Hart Union High School District, for the William S. Hart Union School District: Safety & Wellness upgrades.
- (11) \$2,000,000, to Los Angeles Unified School District, for Safety & Infrastructure Improvements at Kennedy High School.
- (12) \$3,953,000 to the Newhall School District, for the Newhall School District Safety & Security Upgrades.
- (13) \$1,000,000 to the Equality California Institute, for the Equality California Institute Safe and Supportive Schools.
- (14) \$1,000,000 to the Alhambra Unified School District, for the Alhambra Unified School District Athletic and Recreational Facilities.
- (15) \$2,000,000 for the San Mateo Exposition and Fair Association for the Domini Hoskins Black History Museum's operational costs.
- (16) \$2,000,000 for Accelerated Radio School of Broadcasting for facility renovation, media equipment, marketing, and outreach.
- (17) \$1,000,000 for Santa Barbara City College Foundation for the establishment of an apprenticeship program for the laser tech industry of the County of Santa Barbara.
- (18) \$1,000,000 for the Career Technical Education Foundation Sonoma County for support of the North Bay Construction Corps program expansion.



MARIN COUNTY

OFFICE OF EDUCATION

1111 Las Gallinas Avenue
P.O. Box 4925
San Rafael, CA 94913-4925

JOHN A. CARROLL
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

Phone (415) 472-4110
Fax (415) 491-6625
marincoe@marinschools.org

(2023 – 2024)

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the **Sacramento City Unified School District** (“District”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and LEA shall be referred to collectively as “Parties.”

BACKGROUND

The Legislature and Governor created the CCEE to provide advice and assistance to school districts, county offices of education and charter schools in achieving their Local Control and Accountability Plan (LCAP) goals. Pursuant to Education Code Section 52072, the CCEE may provide advice and assistance to a school district pursuant to Section 52071 if the school district meets the criteria established pursuant to subdivision (g) of Section 52064.5 for three or more pupil subgroups identified pursuant to Section 52052 or, if the school district has less than three pupil subgroups, all of the school district’s pupil subgroups, in three out of four consecutive school years.

Through its work providing Direct Technical Assistance (DTA) to local educational agencies (LEAs), CCEE has determined that some LEAs require more intensive support. In response, CCEE created the **Intensive Assistance Model Project** (“Project”) to establish a partnership between CCEE, LEAs, county offices of education, and a service provider to work with one or more school sites from each selected LEA to serve as a working laboratory for an intensive support model, conduct action research, and share best practices with other schools throughout the state. Participating LEAs and their identified schools will contract with a service provider and be part of a collaborative evaluation and research process, to be conducted by CCEE and Policy Analysis for California Education (PACE) to gather data regarding student achievement, teacher practices, and effective professional development. Pursuant to the Project, CCEE will share with the selected LEAs the cost of their contract with the service provider.

CCEE created an application for interested school districts to apply to participate in this Project, and District was chosen as a Project participant. While the Project application as initially composed was structured to establish and expand Solution Tree’s Professional Learning Communities at Work (“PLC at Work”®) process within each participating LEA, CCEE subsequently restructured the Project. Under the Project as implemented, each participating LEA selects the provider of its choice, which could include but was not limited to Solution Tree Inc., with which to contract to provide professional development and support to the participating LEA that is aligned with the goals of the Project to assist LEAs that need more comprehensive support services while prioritizing collaboration, assessment, and tiered interventions and focusing on teaching, learning, and leadership.

The parties agree as follows:

1. Services and Activities.

To support District's efforts to achieve its LCAP goals, and as a result of District's successful Project application, District will contract with a service provider of District's choice. District has chosen Solution Tree Inc. as its service provider ("Provider") for the Project, and CCEE has reviewed and approved the Provider and the professional development/support plan agreed upon between District and Provider as compliant with the goals of the Project.

Pursuant to its contract with the Provider, District will receive intensive onsite support at one or more identified District schools as it implements, deepens, and sustains the Provider's process. Based on a thorough needs assessment, each identified school will create action plans that focus on increasing student achievement through aligned curriculum, formative assessment practices, and proven instructional strategies. The plan will be collaboratively developed between CCEE, District and school representatives. During the term of this Agreement, District will participate in all required events and activities as outlined in the contract with the Provider to ensure the highest opportunity for a successful implementation of Provider's PLC at Work process, as generally described in Exhibit A ("Services"). District agrees to each of the PLC at Work Commitments as set forth in Exhibit B ("Commitments").

District shall participate in PACE's proposed data collection and analysis plan for the first year of pilot implementation (2022-2023), with the expectation of partnering throughout the three-year program. As part of the participation, District shall regularly attend the Community of Practice meetings, participate in the PACE data collection activities, and regularly attend relevant meetings, events, and activities as scheduled by CCEE, as well as work with Provider to implement all Services (collectively "Activities").

District is solely responsible for contracting with Provider and complying with all components of its contract with Provider, including carrying out District's and/or its identified school's or schools' work in order to participate fully in the Services. District acknowledges and affirms that it is solely responsible for ensuring compliance with any and all applicable legal requirements related to participation in the Provider's process and Services and the Activities.

2. Term.

The negotiated and agreed upon funding amount to be contributed by CCEE towards District's costs for the Services is a maximum of \$1,109,350 over three years (CCEE Full Funding Amount), with the amount to be contributed by CCEE and by District differing in each of the three years in which District is anticipated to participate in the Project. The anticipated structure of payments of the CCEE Full Funding Amount, and District's share of costs for the Services during the contemplated three years of District's participation in the Project are set forth in Exhibit C. However, due to the year-to-year nature of CCEE's funding, the Administrative Agent/CCEE may only enter into contracts for a single fiscal year. Therefore, this Agreement is only for the present fiscal year (2023-2024), and the continuation of the Project/funding is contingent on the Parties entering into an agreement for each subsequent fiscal year in which the Project will be performed. The term of this Agreement is **July 1, 2023, through June 30, 2024.**

3. Payment.

Administrative Agent/CCEE shall assist District by providing funding support for the Services for the Term of this Agreement, not to exceed **\$329,175** from July 1, 2023 through June 30, 2024 (CCEE Annual Funding Amount) and District will be responsible for any costs incurred by District related to

Services and/or any other services provided by Provider and District's participation in the Project beyond this CCEE Annual Funding Amount incurred and/or owing during the Term of the Agreement. District will also be responsible for any costs related to Services and Activities and/or other services provided by Provider beyond the Term of the Agreement unless and until Administrative Agent/CCEE and District enter into a subsequent agreement related to the Project, Services, Activities, and/or any other services to be provided by Provider in a future year or years by which Administrative Agent/CCEE agree to provide future funding support. All payments from Administrative Agent/CCEE will be made as reimbursement for funds paid by District to the Provider for the Services provided as part of the Project and consistent with the cost schedule as set forth in Exhibit C.

4. Invoicing and Payment Schedule.

District may invoice the Administrative Agent for reimbursement of the costs for the Provider's Services incurred by District during the Term of this Agreement pursuant to the Project, up to the CCEE Annual Funding Amount, on a quarterly basis (e.g. in October 2023 for actual costs incurred July 1, 2023 through September 30, 2023). District may not invoice for any other costs, including, but not limited to, indirect costs or travel costs. Invoices must be submitted no later than 30 days after the last day of the quarter in which the actual costs were incurred. The final invoice must be submitted within 30 calendar days after the termination date of this Agreement and must be marked "FINAL" by District. No payments will be made to District after this period. Total payments to District under the Agreement shall not exceed the CCEE's Annual Funding Amount of **\$329,175**.

District shall support each invoice with documentation that provides evidence of ongoing engagement with the Provider. This includes copies of invoices demonstrating District's payment to the Provider for the Services. Each invoice with supporting documentation must be submitted to the California Collaborative for Educational Excellence, Accounts Payable, via email to ap_ccee@ccee-ca.org. District shall provide any additional documentation requested by the Administrative Agent to support an invoice.

5. Governing Law.

This Agreement is made and entered into in the County of Marin, State of California. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding any statute that directs application of the laws of another jurisdiction. Any legal action related to the satisfaction, performance, or interpretation of this Agreement shall be filed only in the Superior Court of Marin County, and the Parties waive any provision of law, including California Code of Civil Procedure, Section 394, subdivision (a), providing for a change of venue to another location.

6. Hold Harmless.

Administrative Agent/CCEE shall indemnify, defend and hold harmless District, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, arising out of Administrative Agent/CCEE's performance of this Agreement, but only to the extent such liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

District shall indemnify, defend and hold harmless Administrative Agent and CCEE, their board members, directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, arising out of District's performance of this Agreement, but only to the extent such

liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, are caused by or result from the negligent or intentional acts or omissions of District.

7. Termination.

This Agreement may be terminated by either party upon 60 days' prior written notice to the other party stating the extent and effective date of termination. Administrative Agent/CCEE shall have no obligation to provide funding for any expenses incurred by District, including for Services performed by Provider, after the effective date of termination.

8. Notices.

Any notice given to any Party under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties, at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE, and shall not be deemed effective until provided to both the Administrative Agent and CCEE.

<u>District</u>	<u>CCEE</u>	<u>Administrative Agent</u>
Sacramento City USD Attn: Lisa Allen Superintendent 5735 47 th Avenue Sacramento, CA 95824 Lisa-Allen@scusd.edu	California Collaborative for Educational Excellence Attn: Fiscal Coordinator 915 L Street, Suite 1430 Sacramento, CA 95814 ap_ccee@ccee-ca.org	Marin County Office of Education Attn: Iishwara RYaru 1111 Las Gallinas Avenue San Rafael, CA 94903 iryaru@marinschools.org

9. District's Records.

District agrees to maintain and make available to Administrative Agent/CCEE accurate books and records relative to all its activities under this Agreement. District shall permit Administrative Agent/CCEE to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. District shall maintain such data and records in an accessible location and condition for a period of not less than two years from the date of final payment under this Agreement.

10. Conflict of Interest.

District covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with its performance under this Agreement.

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. District represents that it is aware of no financial or economic interest of any CCEE Governing Board Member or employee of CCEE relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, Administrative Agent/CCEE may immediately terminate this Agreement by giving written notice to District. District shall comply with the terms of Government Code Section 87100 et seq. during the term of this Agreement. District shall comply with any applicable requirements of its Conflict of Interest Code, including the filing of a Form 700 Statement of Economic Interests.

11. Nondiscrimination.

Neither LEA, nor any officer, agent, employee, or subcontractor of LEA shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement. To the extent they shall be found to be applicable hereto, LEA and any officer, agent, employee, or subcontractor of LEA shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

12. Compliance with Law.

In the course of performing this Agreement, all Parties hereto shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

13. Construction.

The Parties acknowledge that each Party has reviewed this Agreement and agrees that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this Agreement or any amendments hereto; rather the Agreement shall be interpreted as if each Party contributed equally in the drafting and construction of all of the language and each of the terms herein.

14. Entire Agreement/Amendment.

This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual agreement of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

15. Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof. This Agreement may be signed with electronic signatures. If one or more Parties choose to sign this Agreement with electronic signatures, such signatures will be obtained in compliance with the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.) and Government Code Section 16.5 pertaining to digital signatures.

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Ishwara Ryaru, Assistant Superintendent – CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Stephanie Gregson, Deputy Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

Sacramento City Unified School District

Signature: _____ Date: _____

Printed Name and Title: Janea Marking, Chief Business & Operations Officer

Address: 5735 47th Avenue, Sacramento, CA 95824

City: Sacramento State: CA Zip Code: 95824

EXHIBIT A
SERVICES 2023-2024

Year 2: Detailed Description of Services

Service 1: Progress Report (1 day)

Target Date(s): August/September 2023

Participant Demographics: school leadership and teacher teams

Description of Service:

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

Service 2: PLC at Work Essential Resources

A continuation of Year 1 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

Service 3: Project Planning: Part I (1 day)

Target Date(s): September 2023

Participant Demographics: school leadership team

A continuation of Year 1 services

Service 4: RTI at Work Leaders Implementation Training (6 days)

Target Date(s): September/October, December/January, and March/April

Participant Demographics: school leadership team

Description of Service:

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Deepen their understanding of essential concepts and attributes of the RTI at Work process
- Examine research-based best practices and standards regarding RTI at Work
- Acquire strategies and tools for designing, implementing, and evaluating their school's response to intervention process
- Design and execute a plan of action for implementing the RTI at Work process at their school
- Apply new learning to real work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

Service 5: Project Planning Part II (1 day)

Target Date(s): January/February 2024

Participant Demographics: school leadership team

A continuation of Year 1 services

Service 6: Embedded Coaching (PLC at Work and Content Days) Target Date(s): 31 days scheduled throughout the 2023-24 school year

Participant Demographics: school leadership and teacher teams

A continuation of Year 1 services

EXHIBIT B
PROFESSIONAL LEARNING COMMUNITIES AT WORK® AND PROJECT
COMMITMENTS

District and its school(s) designated for the Project, including participation in the PLC at Work process, agree to the following:

Continuation of the Project may be contingent on adherence to these commitments.

The intent of this project is to build sustainable PLCs at Work. For sustainable PLCs at Work to be built at the District and its school(s) requires a total commitment by the District and school administration and staff members to:

- Establish clear and consistent expectations and priorities;
- Practice gradual release of responsibility as the school team deepens their PLC at Work structures and creates plans to sustain the PLC at Work process after the Project has ended;
- Engage in ongoing, targeted professional development to deepen PLC at Work practices;
- Develop plans for continued teacher training and coaching after the Project has ended.
- Principals of each participating school attend the Principal Convening Meetings facilitated by CCEE

District and school-level administration are committing to the method of improvement through “leadership by doing.” Each year of the Project, the principal and other campus leaders will be involved in two half days of project planning with the assigned PLC at Work Associate from Provider and CCEE staff member. As a commitment to this Project, District administration must also participate in these two project planning days. Additionally, District administration is invited and strongly encouraged to attend any and all other coaching sessions. Specific individuals/positions at the District and school-level required to attend will be determined by CCEE and Provider, in collaboration with the District and identified school(s).

The identified school principal(s) will play a critical role in leading the work of the professional learning community. The principal(s) must therefore be an active participant(s) in the implementation of PLC at Work at their school. An active participant means:

- Communicating with both CCEE and the Provider contacts;
- Planning and coordinating meaningful job-embedded professional development;
- Actively participating as a learner in the Project.

Additionally, District and its identified school(s) make the following commitments:

1. Establish a Guiding Coalition

We will create a team of District and school site leaders to assist with guiding the process.

2. Build Consensus for the PLC at Work process

We will work to educate others and build consensus for the process.

3. Complete the Foundation of the PLC Process

We will work with the Guiding Coalition established under Commitment number 1 above, and others to create a mission and vision, write value statements, and construct goals that will support the implementation of the PLC at Work process.

4. Create the Structures to Support a Professional Learning Community

We will create teams and the structures necessary for implementing a PLC.

5. Clarify the Work of Collaborative Teams

We will provide support for assigned teams and assist with clarifying and supporting team products and processes.

6. Respond to Student Learning

We will support staff in creating a Response to Intervention for students who are struggling with learning and those who already know the content being taught.

7. Shape the Culture of Your School

We will shape the school culture on the Three Big Ideas of a PLC: (1) A Focus on Learning, (2) A Collaborative Culture with Collective Responsibility, and (3) A Results Orientation.

EXHIBIT C
FUNDING STRUCTURE FOR
ANTICIPATED THREE YEARS OF THE PROJECT

Sacramento City Unified School District (2 Schools: Elder Creek & Harkness)

	District Contribution	CCEE Contribution
Year 1	\$169,400	\$508,400
Year 2	\$329,175	\$329,175
Year 3	\$271,975	\$271,975
Total for 1 district	\$770,550	\$1,109,350



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**C.K. McClatchy High School Swimming Pool Upgrades
Project**

Dated: January 18, 2024

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services	9
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	11
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract	13
Article 10	Indemnity / Architect Liability	15
Article 11	Fingerprinting and Conduct on Project Site	16
Article 12	Responsibilities of the District.....	16
Article 13	Liability of District	17
Article 14	Nondiscrimination	17
Article 15	Insurance	17
Article 16	Covenant against Contingent Fees	17
Article 17	Entire Agreement/Modification.....	18
Article 18	Non-Assignment of Agreement.....	18
Article 19	Law, Venue.....	18
Article 20	Alternative Dispute Resolution	19
Article 21	Tolling of Claims.....	19
Article 22	Attorneys' Fees.....	19
Article 23	Severability	20
Article 24	Employment Status	20
Article 25	Certificate of Architect	21
Article 26	Cost Disclosure - Documents and Written Reports.....	21
Article 27	Notice & Communications.....	22
Article 28	Disabled Veteran Business Enterprise Participation.....	22
Article 29	District's Right to Audit.....	22
Article 30	Other Provisions	23
Article 31	Exhibits "A" through "H".....	24

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Swimming Pool Upgrades at C.K. McClatchy High School, 3066 Freeport Boulevard, Sacramento, CA 95818.

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**: C.K. McClatchy High School Swimming Pool Upgrades project at 3066 Freeport Boulevard, Sacramento, CA 95818.
- 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 and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Stan0.222dard of Care"). 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:

- 24.1.1. 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.
- 24.1.2. 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"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
 - 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.8.1. 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.
 - 2.7.1.9. 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 superseded 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 coordinate 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 professional 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 in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 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."**
 - 2.13.7. Topographic surveys of existing conditions
 - 2.13.8. State and Local agency fees.
 - 2.13.9. Testing and inspection

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: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Data Eng: LP and Associates

Mechanical/Plumbing: Capital Engineering

Structural: Lionakis

Specifications: Lionakis

Civil: Warren Consulting Engineers

Pool Consultant: Aquatic Design Group

Cost Estimator: Cumming

Door Hardware: Opening Consultants

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"):
 - A fixed fee amount of **\$256,980.00**. The fee represents eight percent (8%) of the proposed construction value of \$1,856,000 million plus specialty consultant fees. At the completion of Bidding phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.
 - 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 **\$8,500**. 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.

District may, at its discretion, provide the Architect time to cure its default or breach.

- 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 and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("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(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. 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. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of

limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

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. 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.

- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

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 47th Avenue
Sacramento, CA 95824
ATTN: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

Architect:

Lionakis
2025 19th Street
Sacramento, CA 95818
ATTN: Laura Knauss, Principal
EMAIL:
laura.knauss@lionakis.com

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

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. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect’s good faith efforts to meet these goals.

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 issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31. **Exhibits "A" through "E"** 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

LIONAKIS ARCHITECTS

Date: _____, 20__

Date: January 9, 2024

By: _____

By:  _____

Title: Janea Marking, Chief Business Officer

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	SCHEMATIC DESIGN PHASE	3
D.	CONSTRUCTION DOCUMENTS PHASE	8
E.	BIDDING PHASE	12
F.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	13
G.	CLOSE OUT PHASE	17

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: C.K. McClatchy High School Swimming Pool Upgrades Project.

Construction Cost Budget: \$1,856,000 (Construction budget)

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. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
- 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").

C. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. 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 Schematic Design 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 – 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 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.

2. 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) 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.

3. Meetings

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

E. 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 Architect 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.

F. 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 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

G. 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 an electronic 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 as needed.

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.

Job Title	Hourly Rate
Principal In Charge:	\$265
Associate Principal:	\$250
Senior Associate	\$240
Associate	\$230
Project Manager:	\$200
Designer:	\$140-\$160
Architect:	\$175-\$200
Contract Administrator:	

- 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.
- B. Architect shall complete Services required under the Schematic Design/Design Development Phase within approximately **45 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** 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. 100% Submittal Package **95 calendar days**
(March 29, 2024)
 - 2. Final Contract Documents after Final Back-Check Stage Anticipated approval date: May 2024
- D. The durations stated above include the review periods of **7 calendar days** required by the District.
- E. 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, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** 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
Schematic Design Phase	<u>25%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	10%
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

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 \$8,500.

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. 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.

b. 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.

c. 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.

d. 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.

e. 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.** One million dollars (\$1,000,000) 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



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Innovative Construction Services

**Fern Bacon Modernization and
New Construction Project**

Dated: January 18, 2024

TABLE OF CONTENTS

ARTICLE 1.	Definitions.....	1
ARTICLE 2.	Term	3
ARTICLE 3.	Scope, Responsibilities and Services of CM	3
ARTICLE 4.	CM Staff	5
ARTICLE 5.	Schedule of Work.....	5
ARTICLE 6.	Construction Cost Budget	6
ARTICLE 7.	Fee and Method of Payment for Basic Services.....	7
ARTICLE 8.	Payment for Extra Services	7
ARTICLE 9.	Ownership of Data.....	8
ARTICLE 10.	Termination of Contract	8
ARTICLE 11.	Indemnity	9
ARTICLE 12.	Conduct on Project Site and Fingerprinting	10
ARTICLE 13.	Responsibilities of the District	11
ARTICLE 14.	Liability of District	11
ARTICLE 15.	Insurance	12
ARTICLE 16.	Nondiscrimination	15
ARTICLE 17.	Covenant Against Contingent Fees	15
ARTICLE 18.	Entire Agreement/Modification	16
ARTICLE 19.	Non-Assignment of Agreement.....	16
ARTICLE 20.	Law, Venue.....	16
ARTICLE 21.	Alternative Dispute Resolution	16
ARTICLE 22.	Tolling of Claims.....	17
ARTICLE 23.	Severability	17

ARTICLE 24.	Employment Status	17
ARTICLE 25.	Warranty of CM	18
ARTICLE 26.	Cost Disclosure - Documents and Written Reports	18
ARTICLE 27.	Communications / Notice.....	19
ARTICLE 28.	RESERVED.....	19
ARTICLE 29.	District's Right to Audit	19
ARTICLE 30.	Other Provisions	20
ARTICLE 31.	Exhibits.....	21

EXHIBITS "A" – "E"

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Innovative Construction Services Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Fern Bacon Modernization and New Construction Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

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 for 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(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor 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 on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 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.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 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 a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District’s Representative**: The individual identified herein that is authorized to act on the District’s behalf with respect to the Project. The initial District’s Representative shall be Chris Ralston, Director III of Facilities. District may change the District’s Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in CM’s fee.
- 1.1.18 **Fee**: The CM’s Fee is defined in Article 7 and payable as set forth in **Exhibit “D.”**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM 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.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective upon final execution, and except as otherwise provided herein, will continue in effect until July 31, 2028.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Construction Manager during construction: Isaac White
 - Project Engineer: Jacob Rizam
 - Schedule Reviewer: Ed Hight
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit**

“C.” Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit “A,”** so that the Project’s construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District’s written approval. CM shall notify the District if it believes the Project’s construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District’s Construction Budget, and CM’s preliminary and detailed cost estimates, represent the CM’s best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District’s request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months’ time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies’ review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
 - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team 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. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 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 Sacramento Area, 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 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed **Two Million Two Hundred Seventy-Five Thousand Dollars (\$2,275,000)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written

authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM 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 CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM 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 CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 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.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM 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 CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM’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.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM’s obligation pursuant to Article 11.1 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. CM’s obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. “Cat calls” or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District’s property. No students, staff, visitors or contractors are to use drugs on District’s property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will 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. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM’s responsibility shall extend to all employees,

agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as 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 for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 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 CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will 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 work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM'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 CM'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, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 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 CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 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.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM'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.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **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. CM 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:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM 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 Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, 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 CM, 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 otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

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

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 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.
- 20.2 To the fullest extent permitted by California law, Sacramento County 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 21. Alternative Dispute Resolution

- 21.1 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.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant 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 Consultant'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 Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

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

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 CM shall, during the entire term of Agreement, be construed to 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 District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should 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 CM or any employee of CM is an employee of 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 CM which can be applied against this liability). 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 CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM 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 CM 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. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring 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, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

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

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens, Contracts

CM:

Innovative Construction Services, Inc.
5433 El Camino Ave Ste 2
Carmichael, CA 95608
ATTN: Meredith Collins

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

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 CM's and any Consultant's premises to review and audit the CM'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 CM'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 CM 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 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM 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, CM shall submit exact duplicates of originals of all requested records to the District.

- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 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 CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 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.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.6 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.

ARTICLE 31. Exhibits.

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

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

INNOVATIVE CONSTRUCTION SERVICES, INC

By: _____
Janea Marking
Chief Business Officer

By:  _____
Meredith Collins
CFO

Date: _____

Date:  _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

	<u>Page</u>
1. BASIC SERVICES.....	1
2. GENERAL PROJECT SERVICES	4
3. PRECONSTRUCTION PHASE.....	5
4. PRE-BID PHASE	7
5. BIDDING PHASE	7
6. CONSTRUCTION PHASE	8
7. PROJECT COMPLETION	11
8. FINAL DOCUMENTS.....	12

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. 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. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$160
Construction Manager	\$140
Project Manager	\$145
Sr. Project Manager	\$150
Estimator	\$135
Asst Construction Manager	\$95
Asst Project Manager	\$115
Scheduler	\$140
Contract Administrator	\$85

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

[To be completed/inserted]

ID	Task Name	Duration	Start	Finish	2024												2025												2026												2027												2028											
1	Fern Bacon Modernization & New Construction	1251 days?	Mon 9/25/23	Mon 7/10/28	[Gantt bar from Sep 2023 to Jul 2028]																																																											
2	Project Kick-off & Confirmation of Scope	4 mons	Mon 9/25/23	Fri 1/12/24	[Gantt bar]																																																											
3	Design - To be finalized with Design Team	320 days	Mon 1/22/24	Fri 4/11/25	[Gantt bar]																																																											
4	SDs	3 mons	Mon 1/22/24	Fri 4/12/24	[Gantt bar]																																																											
5	DDs	3 mons	Mon 4/15/24	Fri 7/5/24	[Gantt bar]																																																											
6	50% CDs	2.5 mons	Mon 7/8/24	Fri 9/13/24	[Gantt bar]																																																											
7	100% CDs	2.5 mons	Mon 9/16/24	Fri 11/22/24	[Gantt bar]																																																											
8	DSA Submittal, Review, Approval	5 mons	Mon 11/25/24	Fri 4/11/25	[Gantt bar]																																																											
9	LLB Entity Selection/RFP TBD				[Milestone]																																																											
22	Award of Pre-construction TBD				[Milestone]																																																											
26	LLB Estimates - TBD				[Milestone]																																																											
29	TBR Development - SAMPLE				[Milestone]																																																											
39	Construction	800 days	Mon 6/16/25	Fri 7/7/28	[Gantt bar]																																																											
40	Construction	26 mons	Mon 6/16/25	Fri 6/11/27	[Gantt bar]																																																											
41	Punchlist Complete & Project Acceptance	2 mons	Mon 6/14/27	Fri 8/6/27	[Gantt bar]																																																											
42	Post-construction	12 mons	Mon 8/9/27	Fri 7/7/28	[Gantt bar]																																																											

Fern Bacon Mod & New Const ICS Schedule 11-10-2023	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 478 between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the Fern Bacon Modernization and New Construction Project ("Contract" or "Project").

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

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Isaac White

Title: CM

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: Janea Marking, CBO

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

INNOVATIVE CONSTRUCTION SERVICES, INC.

By: 
Meredith Collins

CFO

Date: 12/18/2023



Agreement for Architectural Services

between

Sacramento City Unified School District

and

California Design West Architects

New Joseph Bonnheim Playground Renewal Project

Dated: January 18, 2024

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services	8
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	11
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract	12
Article 10	Indemnity / Architect Liability	14
Article 11	Fingerprinting and Conduct on Project Site.....	15
Article 12	Responsibilities of the District.....	15
Article 13	Liability of District	16
Article 14	Nondiscrimination	16
Article 15	Insurance	17
Article 16	Covenant against Contingent Fees	17
Article 17	Entire Agreement/Modification.....	17
Article 18	Non-Assignment of Agreement.....	17
Article 19	Law, Venue.....	18
Article 20	Alternative Dispute Resolution	18
Article 21	Tolling of Claims.....	18
Article 22	Attorneys' Fees.....	19
Article 23	Severability	19
Article 24	Employment Status	19
Article 25	Certificate of Architect	20
Article 26	Cost Disclosure - Documents and Written Reports.....	21
Article 27	Notice & Communications.....	21
Article 28	Disabled Veteran Business Enterprise Participation.....	21
Article 29	District's Right to Audit.....	21
Article 30	Other Provisions	22
Article 31	Exhibits "A" through "H".....	23

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1
EXHIBIT "F" – ROOFING PROJECT CERTIFICATION	F-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and California Design West Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Campus Renewal project located at New Joseph Bonnheim School at 7300 Marin Avenue,
Sacramento CA 95820

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-Builts"):** 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 New Joseph Bonnheim School Playground Renewal Project at 7300 Marin Avenue, Sacramento CA 95820.
- 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: Mitchell A. McAllister

Project Director: Shane Trump

Project Architect(s): Shane Trump

Project Manager(s): Anne Perkins

Major Consultants:

Civil: Warren Consulting Engineers

Landscape: MTW 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"):

A fixed fee amount of **One Hundred Sixty-Four Thousand One Hundred Thirty-Four and 80/100 Dollars (\$164,134.80)**. The fee represents eight percent (8%) of the proposed construction value of \$2,051,685 million.

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 **\$8,206.74**. 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 or 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 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens
EMAIL: tina-alvarez-bevens@scusd.edu

Architect:

CA Design West Architects
2100 19th Street
Sacramento CA 95818
ATTN: Mitch McAllister
EMAIL: aperkins@ca-dw.com

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

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 "E" 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.

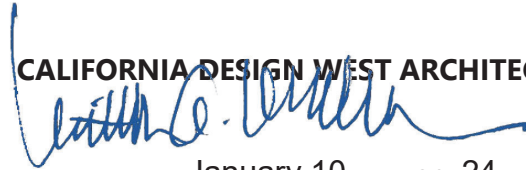
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: Janea Marking

Title: Chief Business and Operations Officer

CALIFORNIA DESIGN WEST ARCHITECTS



Date: January 10, 2024

By: Mitch McAllister

Title: President

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	12
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	23
H.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	24
I.	CLOSE OUT PHASE	28

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: New Joseph Bonnheim Playground Renewal

Construction Cost Budget: \$2,051,685

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").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal Architect:	\$200
Project Architect:	\$180
Program Manager:	\$130

- 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 under the Development of Architectural Program section within **7 calendar days** after written authorization from the District to proceed.

- C. Architect shall complete Services required under the Schematic Design Phase within **21 calendar days** after written authorization from District to proceed.

- D. Architect shall complete Services required under the Design Development Phase within **42 calendar days** after receipt of a written authorization from District to proceed.

- E. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** 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. 50% Submittal Package **28 calendar days**
 - 2. 100% Submittal Package **32 calendar days**
 - 3. Final Contract Documents after Final Back-Check Stage **7 calendar days**

- F. The durations stated above include the review periods of **7 calendar days** required by the District.

- G. 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%
TOTAL BASE COMPENSATION	100%

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



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Kitchell/CEM, Inc.

Bowling Green

Modernization / New Construction Project

Dated: January 18, 2024

TABLE OF CONTENTS

ARTICLE 1. Definitions..... 1

ARTICLE 2. Term 3

ARTICLE 3. Scope, Responsibilities and Services of CM 3

ARTICLE 4. CM Staff 5

ARTICLE 5. Schedule of Work..... 5

ARTICLE 6. Construction Cost Budget 6

ARTICLE 7. Fee and Method of Payment for Basic Services..... 7

ARTICLE 8. Payment for Extra Services 8

ARTICLE 9. Ownership of Data..... 8

ARTICLE 10. Termination of Contract 9

ARTICLE 11. Indemnity 10

ARTICLE 12. Conduct on Project Site and Fingerprinting 10

ARTICLE 13. Responsibilities of the District 11

ARTICLE 14. Liability of District 12

ARTICLE 15. Insurance 12

ARTICLE 16. Nondiscrimination 16

ARTICLE 17. Covenant Against Contingent Fees 16

ARTICLE 18. Entire Agreement/Modification 16

ARTICLE 19. Non-Assignment of Agreement..... 16

ARTICLE 20. Law, Venue..... 16

ARTICLE 21. Alternative Dispute Resolution 16

ARTICLE 22. Tolling of Claims..... 17

ARTICLE 23. Severability 17

ARTICLE 24. Employment Status 17

ARTICLE 25. Warranty of CM 18

ARTICLE 26. Cost Disclosure - Documents and Written Reports 19

ARTICLE 27. Communications / Notice..... 19

ARTICLE 28. Disabled Veteran Business Enterprise Participation..... 19

ARTICLE 29. District’s Right to Audit 19

ARTICLE 30. Other Provisions 20

ARTICLE 31. Exhibits..... 21

EXHIBITS “A” – “E”

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Kitchell/CEM, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Bowling Green School Modernization/New Construction Project located at 4211 Turnbridge Drive, Sacramento CA 95823

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

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 for 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(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor 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 on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 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.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 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 a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District’s Representative**: The individual identified herein that is authorized to act on the District’s behalf with respect to the Project. The initial District’s Representative shall be Chris Ralston, Director III of Facilities. District may change the District’s Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in CM’s fee.
- 1.1.18 **Fee**: The CM’s Fee is defined in Article 7 and payable as set forth in **Exhibit “D.”**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM 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.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective on November 30, 2023, and, except as otherwise provided herein, will continue in effect until December 31, 2027.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Project Director: Dan Porter
 - Sr. Project Manager: Ryan Wade
 - Project Eng II: Andrew Lai
 - Field Eng/Project Eng II: Jo Ward/Monica Witte
 - Scheduler: Rick Stassi
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.

- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team 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. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
 - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 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 Sacramento Area, 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 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed **Two Million One Hundred Twenty-Nine Thousand Four Hundred Three Dollars (\$2,129,403)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM 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 CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM 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 CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 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.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM 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") to the extent caused by the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, excluding without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM'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.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 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. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will 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. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).
- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as

District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District or CM be liable to the other, 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 for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 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 CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will 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 work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM'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 CM'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, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- 15.2.2 **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for two million dollars (\$2,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
 - 15.4.1 The District can accept the higher deductible;

- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
 - 15.5.2 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 CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
 - 15.5.3 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.
 - 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
 - 15.5.5 The CM'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.
 - 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 - 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 15.6 **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. CM 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:
 - 15.6.1 Accept the lower rating; or
 - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
 - 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
 - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM 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 Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, 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 CM, 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 otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

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

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 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.
- 20.2 To the fullest extent permitted by California law, Sacramento County 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 21. Alternative Dispute Resolution

- 21.1 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.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant 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 Consultant'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 Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

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

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 CM shall, during the entire term of Agreement, be construed to 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 District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group

plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 24.3 Should 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 CM or any employee of CM is an employee of 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 CM which can be applied against this liability). 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 CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM 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 CM 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. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring 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, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

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

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens

CM:

Kitchell/CEM Inc.
2450 Venture Oaks Way, Ste 500
Sacramento CA 95833
ATTN: Jeff Dees/Dan Porter

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, CM, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating CM's good faith efforts to meet these goals.

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM'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 CM'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 CM 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 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM 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, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 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 CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for

California public school districts at or around the same time and in or around the same geographic area of the District.

- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 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.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 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.

ARTICLE 31. Exhibits.

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

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT KITCHELL/CEM INC.

By: _____
Janea Marking
Chief Business & Operations Officer

By: _____
Don Haase
President

Date: _____

Date: 1/4/2024

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

	<u>Page</u>
1. BASIC SERVICES.....	1
2. GENERAL PROJECT SERVICES	4
3. PRECONSTRUCTION PHASE.....	5
4. PRE-BID PHASE.....	7
5. BIDDING PHASE	7
6. CONSTRUCTION PHASE	8
7. PROJECT COMPLETION	11
8. FINAL DOCUMENTS.....	12

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. 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. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$215
Sr. Project Manager	\$195
Project Mgr II/CM	\$160
Field Engineer/Project Engineer II	\$105

Estimator Manager	\$195
Estimator	\$140
Scheduler	\$160

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

[To be completed/inserted]

Sacramento City Unified School District -
Bowling Green Elementary New Construction

Schedule / Phase	2023												2024											
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	J	A	S	O	N	D	J		
	160	200	160	160	200	160	8	9	10	11	12	13	14	15	16	200	160	200	160	160	200	160		
Programming & Schematic Design	3	4	5	6	7	8	9	10	11	12	13	14	15	16										
Design Development																								
Design																								
DSA Approval																								
LLB selection and contracting																								
Precon Services																								
CONSTRUCTION																								
Move in and Closeout																								
Milestones																								
CONSTRUCTION MANAGEMENT SERVICES																								
Position / Classification	Name																							
Regional Executive	Bill Johal																							
Project Director	Dan Porter																							
Sr. Project Manager	Ryan Wade																							
Project Engineer II	Andrew Lai																							
Project Engineer	TBD																							
Field Engineer/Project Engineer II	Jo Ward/Monica																							
Scheduler	Rick Stassi																							
Total (FTEs / Month)	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16		

Scope of Services:
Provide Construction management services from Design through DSA Closeout. Timeline is based on preliminary schedules. If the schedule pushes out past this timeline the hours will need to be adjusted and amendment processed.

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 479 between the Sacramento City Unified School District ("District") and Kitchell/CEM Inc. ("CM") for construction management services for the Bowling Green Modernization/New Construction Project ("Contract" or "Project").

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

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Jeff Dees

Title: Project Director

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: Janea Marking, Chief Business & Operations Officer

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

KITCHELL/CEM INC.

By: _____

Don Haase
President

Date: 1/4/2024



CAMPBELL KELLER

Environments at Work

3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115937
DATE 12/18/23
PROJECT #640-145
ADENA PETERSON

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
---	-----	---------	-------------	------	----------

PLEASE REVIEW THIS QUOTE CAREFULLY BEFORE SIGNING

MAKE PURCHASE ORDER OUT TO:

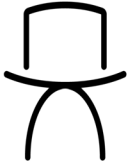
CAMPBELL KELLER
3041 65TH STREET
SUITE 3
SACRAMENTO, CA 95820

SMALL BUSINESS
CERTIFICATION # 8541

- ARTCOBELL -

1	895	DST-RC20 26E	TOP - 3/4" CORE - STD LAM - BANDED FLAT EDGE - 4 LEGS PER TOP PRESSED LINEN TITANIUM FLAT EDGE TITANIUM/CHROME LEGS	56.00	50,120.00
2	895	DSLPL-4AA P.3.4	LEGS - 22"-34" ADJ HT - 4-PACK - NYLON GLIDE - TTN RECEIVERS/CHROME INSERTS	87.13	77,981.35
3	895	TA-CPS4	CASTER PACK - LOCKING - 50MM - SHAPE TABLES - 4-PACK - BLACK	18.94	16,951.30
4	1	SHIPPING	SHIPPING & HANDLING CHARGES - FLEETWOOD -	8,436.50	8,436.50
5	1086	ESTCM18	EVOKE STAKER 4 LEG MEDIUM SHELL 18" SEAT HEIGHT LEVELERS	124.68	135,402.48

CONTINUED...



CAMPBELL KELLER

Environments at Work

3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115937
DATE 12/18/23
PROJECT #640-145
ADENA PETERSON

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			CHAIR SHELL COLOR: NAVY CHAIR FRAME COLOR: CHROME GLIDE OPTION: NYLON ASSEMBLY OPTION: PLEASE SPECIFY		
6	63	TPNP6030 A47C	PNEUMATIC BASE DOUBLE COLUMN PLANE 1" WORKSURFACE ADJUSTABLE HEIGHT 75 MM CASTERS 60W 30D 30.75-50.5H AVAILABLE WITH SILVER BASE ONLY WORKSURFACE MATERIAL: HPL G3 WORKSURFACE COLOR: BATTLESHIP EDGE BAND COLOR: BATTLESHIP PAINT COLOR: SILVER ACCESSORY OPTIONS: PLEASE SPECIFY	365.19	86,006.97
7	18	TUNR6030 F29C	UNITIZED FRAME TABLE SQUARE LEGS RECTANGLE 1" WORKSURFACE FIXED HEIGHT 75MM CASTERS 60W 30D 29H WORKSURFACE MATERIAL: PHENOLIC RESIN IN BLACK EDGE BAND COLOR: PHENOLIC RESIN IN BLACK PAINT COLOR: SILVER ACCESSORY OPTIONS: NO	760.91	13,696.38

CONTINUED...



CAMPBELL KELLER

Environments at Work

3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115937
DATE 12/18/23
PROJECT #640-145
ADENA PETERSON

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			ACCESSORIES NO FACTORY ASSEMBLY		
8	1	SHIPPING	SHIPPING & HANDLING CHARGES - ALLSTEEL -	30,129.87	30,129.87
9	70	DWW-MHWN O .TI .M .L .2 .TI .T \$(1) .APX 13 .TC00	EVO TASK MESH HIGH BACK 4D ADJ ARMS NO FC Titanium Mist Yes Standard Titanium Titanium Multi-Surface Grd 1 Uph Apex Navy Coordinating - GREAT OPENINGS -	627.29	43,910.30
10	61	EGL-6565	CHESTER, HINGE LEFT, 22.25"H X 23.50"D X 15.25"W, BLACK CASTERS 2 LOCKING, 2 NON LOCKING, 1 ANTI-TIP, CURVED CUSHION TOP TRACE DRAWER FRONT OPTIONS: CHESTER FINISH SELECTIONS BY MANUFACTURE (PAINT COLOR): 0666 SILVER METALLIC FABRIC SELECTION: GRADE 1 CF STINSON 7K NAVY KEY SERIES OPTIONS -		29,280.00

CONTINUED...



CAMPBELL KELLER

Environments at Work

3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115937
DATE 12/18/23
PROJECT #640-145
ADENA PETERSON

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			CHESTER/LESTER: SKIP OPTION IS STANDARD UM SERIES LOCK-FLAT KEY-ALIKE REQUEST OPTION: CHESTER/LESTER NO SELECTION OF OPTION - SMITH SYSTEM -		
11	64	622W0800 OP#	CASCADE MEGA-CABINET (CASTERS)DOORS W/ 8X3" SWTOTE AND SHELVESW WHITEBOARD PLATINUM WITH NAVY SIDES	1,624.85	103,990.40
12	1	SHIPPING	SHIPPING & HANDLING CHARGES - HASKELL -	5,750.03	5,750.03
13	33	2FZTL7G. 2226.PL	FUZION TEACHER'S LECTERN, 22X26, HYDRAULIC LIFT, GROMMET, LOCKING STORAGE CABINET, PLATINUM Y BASE, LOCKING CASTERS PRESSED LINEN LAMINATE PLATINUM PAINT	761.00	25,113.00
14	1	ASSEMBLY	ASSEMBLY AND RELATED SERVICES FOR:	58,200.00	58,200.00



CAMPBELL KELLER

Environments at Work

3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115937
DATE 12/18/23
PROJECT #640-145
ADENA PETERSON

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
---	-----	---------	-------------	------	----------

This proposal is valid for 30 days unless otherwise noted.

By signing this proposal, you are acknowledging that you have reviewed the quantities, color and finish selections and are familiar with the products being ordered. All items are custom made to order and can not be returned.

Delivery and any related services quoted for normal business hours with clear first floor access or access to a freight elevator (No stair carry) unless otherwise noted and quoted.

The total below is for cash/check/EFT purchases. When a credit card is used, a 3% service fee is applied to the total balance noted below. Please acknowledge by initialling if your organization will be paying by credit card _____

PRODUCT TOTAL...:	582,452.18
ASSEMBLY.....:	58,200.00
S&H.....:	44,316.40
SALES TAX.....:	59,934.75
TOTAL.....:	744,903.33

ACCEPTED BY _____

DATE ACCEPTED _____

QUOTE



Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 402-3620
Fax: (978) 402-3621

Quote #: Q-585141-3
Created Date: 10/6/2023

Prepared By: Robin Amrine
Email: robin.amrine@lexialearning.com

Ship To:
Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824 US

Bill To:
Shannon Pella
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824 US

LETRS 3E_One Cohort **OPTION 1**

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1+2	2 year	\$1,518.00	\$60,720.00
LETRS 3E_One Cohort Total Price:							\$60,720.00

LETRS 3E_Two Cohorts **OPTION 3**

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
80	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1+2	2 year	\$1,518.00	\$121,440.00
LETRS 3E_Two Cohorts Total Price:							\$121,440.00

Prices quoted are inclusive of Shipping and Handling.

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-585141-3 AND Option Number to the following:

Attn: Robin Amrine
Email: robin.amrine@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid for 60 days. Unless otherwise provided herein, Lexia will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

1-Year licenses expire 12 months from the date of activation; 2-Year licenses expire 24 months from the date of activation

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

ORDER TERM

This quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and customer in writing, the licenses, products and/or services purchased pursuant to this order will begin on or about the start date and continue in effect for the applicable period set forth in this quote. Unless otherwise set forth herein or agreed to by Lexia and customer in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscription licenses and services must be used within the applicable subscription or service period herein; unused subscription licenses or services are not eligible for refund or credit. Onsite training is fulfilled with virtual training as needed. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that customer fails to make any payment when due following notice.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.
NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All subscriptions, products and services hereunder are offered subject to the Lexia Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order, customer confirms its acceptance of the License and the terms and fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Lexia and customer regarding the subscriptions, products and services in and as supplemented by this quote, constitute the entire agreement between customer and Lexia regarding such subscriptions, products and services (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



QUOTE

#Q725019

Bill To:

ACCOUNTS PAYABLE
 SACRAMENTO CITY UNIF SCH DIST
 5735 47TH AVE
 SACRAMENTO CA 95824-4528
 United States

Ship To:

SCOTT OLTMANN
 SACRAMENTO CITY UNIF SCH DIST
 5735 47TH AVE
 SACRAMENTO CA 95824-4528
 United States

Total: \$171,553.13

Remit to:

Center for the Collaborative Classroom
 1001 Marina Village Parkway, Ste 110
 Alameda, CA 94501
 Phone: 510-533-0213 Fax:
 510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	12/20/2023			UPS-GD	9/21/2023

Quantity	Item	Description	Rate	Amount
30	SPS4-CPBECF	<p>SIPPS 4th edition Intervention Package - includes SIPPS 4th edition Beginning Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound cards and Sight Word Cards, Spelling-Sound and Sight Word Wall Cards, Story Posters, 68 Little Books decodable readers, Reproducible Practice Reading Stories, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, Learning Letter Names Teacher's Manual, 2 trade books, letter cards, foam letters, and 7-year access to all digital resources on the Learning Portal. SIPPS 4th edition Extension Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word Cards, Spelling-Sound Wall Cards, 12 Story Book decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal. SIPPS 4th edition Challenge Level Package: Teacher's Manual, handheld Sight Syllable and Spelling-Sound Cards, Irregular Sight Syllables Wall Chart, Spelling-Sound Wall Chart, Intensive Multisensory Instruction for SIPPS Handbook and Reproducibles, and 7-year access to all digital resources on the Learning Portal. SIPPS 4th edition Plus package: Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word cards, Spelling-Sound Wall Cards, 12 Dreams on Wheels decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal.</p>	\$3,075.00	\$92,250.00





1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q725019

Quantity	Item	Description	Rate	Amount
20	SPS4-CPRS	SIPPS 4th edition Reading Specialist's Package - includes SIPPS 4th edition Beginning Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound cards and Sight Word Cards, Spelling-Sound and Sight Word Wall Cards, Story Posters, 68 Little Books decodable readers, Reproducible Practice Reading Stories, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, Learning Letter Names Teacher's Manual, 2 trade books, letter cards, foam letters, and 7-year access to all digital resources on the Learning Portal. SIPPS 4th edition Extension Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word Cards, Spelling-Sound Wall Cards, 12 Story Book decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal. SIPPS 4th edition Challenge Level Package: Teacher's Manual, handheld Sight Syllable and Spelling-Sound Cards, Irregular Sight Syllables Wall Chart, Spelling-Sound Wall Chart, Intensive Multisensory Instruction for SIPPS Handbook and Reproducibles, and 7-year access to all digital resources on the Learning Portal.	\$2,325.00	\$46,500.00
10	SPS4-CPB	SIPPS 4th edition Beginning Level Package - includes Teacher's Manual, 2 sets of handheld Spelling-Sound cards and Sight Word Cards, Spelling-Sound and Sight Word Wall Cards, Story Posters, 68 Little Books decodable readers, Reproducible Practice Reading Stories, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, Learning Letter Names Teacher's Manual, 2 trade books, letter cards, foam letters, and 7-year access to all digital resources on the Learning Portal.	\$1,175.00	\$11,750.00
10	SPS4-CPE	SIPPS 4th edition Extension Level Package - includes Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word Cards, Spelling-Sound Wall Cards, 12 Story Book decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal.	\$725.00	\$7,250.00

Memo:

Read Center for the Collaborative Classroom's Professional Learning Policies: [Professional Learning Policies](#)

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org



Q725019



1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q725019

NEW WIRE INFO:

California Bank of Commerce:
2999 Oak Road, Suite 210, Walnut Creek, CA 94597
SWIFT Code: CLOEUS66
ABA Routing Number: 121144696
Bank Account Number: 1092287

Subtotal	\$157,750.00
Shipping Cost	\$0.00
Tax (8.75%)	\$13,803.13
Total	\$171,553.13



Q725019

**Wheelchair Accessible Transit Van
Model 1 Commercial Vehicles, Vendor ID #127433**

New 2023 or current model year wheelchair accessible van per
Bid 24-1019 specifications \$93,317.00

Chassis: Ford Transit 350,
3.5L PDFI V6 Gasoline Engine Rear Wheel Drive
Single Speed Automatic Transmission 9,400 lb. GVWR Package
Max Payload: 3,330 - 3,880 lbs. Cruise Control

Exterior Color: White Wheelbase: 148" Mid-Roof
8" Stainless Steel driver, co-pilot, and passenger running boards
16" Wheels & Tires

Interior Flooring: Q'StraintOMNI Alum floor-12 rail

Stainless Steel Assist Pole at Right Entry

Twin-Air Rear Heat & A/C Safety Back-up Alarm

Rear View Camera

Front and Side-Curtain Airbags Daytime Running Lights

Passenger Seating, 9-Passenger, 1 Variable Wheelchair Seat

Fabric, Vinyl, OEM Co-Pilot Seat

Fixed Leg Single GO-ES Seats (8), Lap & Shoulder Seatbelts (Removable)

Paratransit Equipment

Rear Door BraunAbility Power Wheelchair Lift with Interlock Q'Straint Restraint System

Warranty: 3-year/36,000

Mfg/Dealer Rebates	<\$2,600.00>
DMV e-File fee	\$33.00 (non-taxable)
Doc Prep Fee (CA Exempt Plates)	\$85.00 (non-taxable)
Tire Fee	\$7.00 (non-taxable)

▼ Engineered for Versatility

FRV
FOREST RIVER VAN



Meeting America's Transportation Needs One Customer at a Time



With the commercial passenger van emerging as the fastest growing ground transportation segment, Forest River Van delivers the most versatile product in the market today. Whether you are transporting patients, hotel guests, prisoners, commuters, or catering and works crews, we have a variety of flexible floor plans and seating

**Maneuverability.
Versatility. Performance.**

configurations. With similar options and capacity as a smaller shuttle bus, our van is a cost effective option when passenger capacity needs are 15 passengers or less and up to four wheelchairs. We offer wood and aluminum flooring systems that provide dozens of seating and wheelchair positions to match your customer's evolving needs and it's all backed by Forest River's dedication to quality and superior customer service.



800.326.2877 | Model1.com



YOUTH DEVELOPMENT SUPPORT SERVICES

November 28, 2023

To Whom It May Concern:

Youth Development Support Services (YDSS) would like to purchase three vans (nine passengers plus driver) with Expanded Learning Opportunities Program (ELOP) funds.

The reason behind this purchase is to transport students to expanded learning events. On several occasions, we have had difficulties in finding buses to transport students. Sometimes, the need is for 20 or less students. This purchase will save us time and funds in future as in some instances even for few students we end up paying a huge amount for charter buses. Also three vans will fit a whole class with required chaperones. We collaborate with SCUSD's Transportation department, however, the shortage of drivers is affecting their ability to support YDSS.

Many of YDSS staff are qualified to transport students and have received the Activity Supervisor Clearance Certificate from the *Commission on Teacher Credentialing*, and have submitted all the documentation to District's Risk Management.

In order to make sure that the purchase is allowable under ELOP funds, YDSS reviewed ELOP FAQs (Frequently Asked Questions). The question #36 includes the info about allowable purchases/expenditures. Here is the direct language from the CDE's website: *The CDE is not approving or denying individual LEA requests for allowable expenditures. However, all expenditures should be necessary and reasonable for an ELO Program activity, be consistent with the LEA's policies and procedures, be consistent and implemented uniformly and be adequately documented. Furthermore, all expenditures should be consistent with statute and the LEA's program plan. [Title 2 Code of Federal Regulations 200.403]*. The SCUSD's ELOP plan calls for enrichment activities which includes field trips to museums, colleges, universities and other educational spaces.

YDSS also reached out to CDE to verify that this purchase is allowable. The correspondence with CDE is attached with this letter.

Thank you and let us know if you have any questions about this.

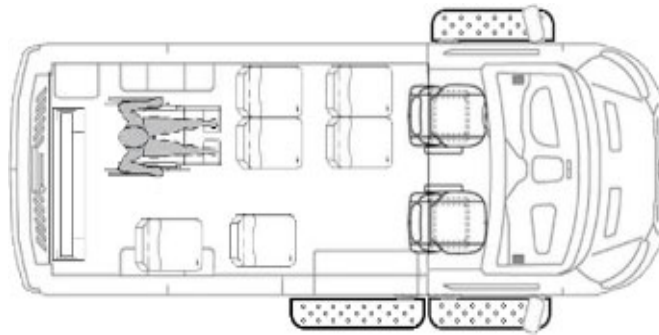
Sincerely,

Manpreet Kaur

Manpreet Kaur, *Director Youth Development Support Services*



2023 Ford OEM Transit 350



**Wheelchair Accessible Transit Van
Model 1 Commercial Vehicles, Vendor ID #127433**

New 2023 or current model year wheelchair accessible van per
Bid 24-1019 specifications \$93,317.00

Chassis: Ford Transit 350,
3.5L PDFI V6 Gasoline Engine Rear Wheel Drive
Single Speed Automatic Transmission 9,400 lb. GVWR Package
Max Payload: 3,330 - 3,880 lbs. Cruise Control

Exterior Color: White Wheelbase: 148" Mid-Roof
8" Stainless Steel driver, co-pilot, and passenger running boards
16" Wheels & Tires

Interior Flooring: Q'StraintOMNI Alum floor-12 rail

Stainless Steel Assist Pole at Right Entry

Twin-Air Rear Heat & A/C Safety Back-up Alarm

Rear View Camera

Front and Side-Curtain Airbags Daytime Running Lights

Passenger Seating, 9-Passenger, 1 Variable Wheelchair Seat

Fabric, Vinyl, OEM Co-Pilot Seat

Fixed Leg Single GO-ES Seats (8), Lap & Shoulder Seatbelts (Removable)

Paratransit Equipment

Rear Door BraunAbility Power Wheelchair Lift with Interlock Q'Straint Restraint System

Warranty: 3-year/36,000

Mfg/Dealer Rebates	<\$2,600.00>
DMV e-File fee	\$33.00 (non-taxable)
Doc Prep Fee (CA Exempt Plates)	\$85.00 (non-taxable)
Tire Fee	\$7.00 (non-taxable)

▼ Engineered for Versatility

FRV
FOREST RIVER VAN



Meeting America's Transportation Needs One Customer at a Time



With the commercial passenger van emerging as the fastest growing ground transportation segment, Forest River Van delivers the most versatile product in the market today. Whether you are transporting patients, hotel guests, prisoners, commuters, or catering and works crews, we have a variety of flexible floor plans and seating

**Maneuverability.
Versatility. Performance.**

configurations. With similar options and capacity as a smaller shuttle bus, our van is a cost effective option when passenger capacity needs are 15 passengers or less and up to four wheelchairs. We offer wood and aluminum flooring systems that provide dozens of seating and wheelchair positions to match your customer's evolving needs and it's all backed by Forest River's dedication to quality and superior customer service.



800.326.2877 | Model1.com

**FACILITY USE AGREEMENT
(Short Form)**

THIS FACILITY USE AGREEMENT, dated for reference purposes only as of October 13, 2023 is made and entered into by and between **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("Licensee")**, and **RIVER CITY STADIUM MANAGEMENT, LLC**, a Delaware limited liability company ("**RCSM**").

Recitals.

- A. RCSM is a tenant-in-possession of a sports and entertainment facility (the "**Stadium**"), currently named "Sutter Health Park," located in the City of West Sacramento's "Bridge District" redevelopment area which, among other things, serves as the "home" site of the Sacramento River Cats Baseball Club.
- B. Licensee desires to use a portion of the Stadium consisting of concourse, seating bowl, warning track, second base, player's lot, main gate, and right field gate (collectively, the "**Facilities**") for the purpose of holding six (6) Graduation Ceremonies (the "Event") on AM & PM June 11, AM & PM June 12, AM & PM June 13.
- C. RCSM is willing to allow the use of the Facilities in connection with the Event, upon the terms and subject to the conditions set forth in this Agreement.

In Process
Agreement.

NOW, THEREFORE, taking into account the foregoing Recitals (which, by this reference, are incorporated herein), and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Licensee and RCSM agree as follows:

1. Use.

(a) Effective upon receipt by RCSM of the certificate of insurance described in Section 3 below, RCSM hereby grants permission to Licensee for the use by Licensee and the Licensee's Parties (as hereinafter defined), on June 11,12,13, 2024, during the period from and including 8:30am gates open, 10:00am ceremony start, 11:30am ceremony end and 12:00pm departure from the stadium (AM Ceremony) or 5:00pm gates open, 6:30pm ceremony start, 8:00pm ceremony end and 8:30pm departure from the stadium (PM Ceremony) (California time), the areas of aforementioned in Recital B above and so much of the related Stadium facilities as RCSM deems necessary for purposes of conducting the Event upon the terms and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and agrees that this license does not extend to or include any portion of the Stadium that RCSM in its sole discretion determines is unnecessary for purposes of conducting the Event, which excluded portions of the Stadium shall include, without limitation, the Stadium's administrative offices, club areas, and Clubhouse areas. The grant of permission made in this Section 1 shall constitute a non-exclusive license, and nothing in this Agreement shall be deemed to give the Licensee a real estate interest in any portion of the Stadium other than a non-exclusive license for use on the date and on the terms and conditions specifically set forth in this Agreement.

(b) In consideration of the performance by RCSM of its obligations under this Agreement, Licensee shall pay to RCSM the facility rental fee in the amount of One Hundred Thirty-Seven Thousand Nine Hundred and Forty Dollars (\$137,940) (the “**License Fee**”) as outlined in Exhibit A. The License Fee shall be due and payable as follows: a portion of the License Fee in the amount of Twenty Thousand Dollars (\$20,000) (the “**Initial Payment**”) due and payable concurrently with the execution and delivery of this Agreement by Licensee and RCSM. The Initial Payment is held as a Security Deposit (“**Deposit**”) for purposes of (i) securing the full and faithful performance of each and every obligation of Licensee under this Agreement, and (ii) reserving for the Licensee the dates set forth in Recital B. If the Licensee defaults in the performance of any of its obligations under this Agreement, including, without limitation, the obligation to surrender the Facilities in the same condition as at the beginning of the Term and in good order, ordinary wear and tear excepted, RCSM may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any amount which RCSM may spend or become obligated to spend by reason of the Licensee's default or to compensate RCSM for any other loss or damage which RCSM may suffer by reason of the Licensee's default. If the Licensee shall fully and faithfully perform every obligation under this Agreement to be performed by it, the Deposit, or any balance thereof remaining, shall be applied against the remainder of the License Fee in the amount of One Hundred Seventeen Thousand Nine Hundred Forty Dollars (\$117,940) which shall be due and payable within ten (10) days after receipt of an invoice from RCSM following the Event.

(c) RCSM shall make available to Licensee, at RCSM's sole cost and expense, for Licensee's use within the Facilities, the following items: 8ft banquet tables as needed, podium for stage, folding chairs as needed from RCSM's existing inventory of such items. Except for such items, Licensee acknowledges and agrees that RCSM shall have no obligation to provide, and that Licensee at its sole cost and expense shall have sole responsibility for providing or causing to be provided, any equipment, material, or other items necessary or desired by Licensee in connection with Licensee's use of the Facilities (including, without limitation, linens, extra tables and chairs, tents, staging equipment, sound equipment, recorded and/or live musical entertainment, and temporary signage for Licensee and any Event sponsors), all of which and the location of the same shall be subject to approval by RCSM solely for its own benefit.

(d) Licensee hereby expressly acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Licensee has not been granted permission to, and Licensee shall not, engage in the sale or service of any food or beverages (including, without limitation, alcoholic beverages) on or about the Stadium premises (including, without limitation, the Facilities). Licensee acknowledges that all food and beverage service (including, without limitation, alcoholic beverages) must be provided by RCSM and its affiliates. Without in any way limiting the foregoing, Licensee hereby expressly acknowledges and agrees that, firearms, other weapons, alcoholic beverages (except as may be purchased from RCSM and its affiliates) and/or hazardous materials are not permitted on, at, or around the Stadium premises (including, without limitation, the Facilities) at any time.

(e) Licensee expressly agrees to fully repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Licensee's or the Licensee's Guests' (as hereinafter defined) use of or presence on the Facilities or any other part of the Stadium, immediately upon demand by RCSM. Licensee further expressly agrees to remove from the Facilities or any other parts of the Stadium all property brought thereon in connection with Licensee's use of the Facilities, and otherwise to restore the Facilities to the condition existing prior to Licensee's use of the Facilities, on or prior to the expiration of the term of the license granted under Section 1 above. Licensee and Licensee's guests agree to adhere to the stadium rules and restrictions as listed in Exhibit D. In the event that Licensee fails to follow stadium rules in Exhibit D, repair, replace, or restore as and when required under this Section 1(g), the Licensee expressly agrees that RCSM may perform, or cause to be performed, the same, and Licensee shall pay immediately upon demand RCSM's costs in performing such

repairs, replacements, or restorations.

(f) Licensee expressly acknowledges and agrees that Licensee assumes all risks in connection with the Event and shall not be excused from the performance of the terms and conditions of this Agreement (and shall not be entitled to postpone the Event, receive a refund of any sums paid by Licensee hereunder, or be released from any obligations under this Agreement) for any reason; provided, however, that notwithstanding anything to the contrary contained herein, in the event that inclement weather, an act of God, the occurrence or threat of flood, fire, earthquake, epidemics, pandemics, quarantines, explosion, war, hostilities (whether war is declared or not), terrorism, strikes, labor stoppages or slowdowns, industrial disturbances, riots, civil disorder, any government order or other Law (as defined below), embargoes, blockades in effect on or after the date of this Agreement, national or regional emergency, or shortage of adequate power or transportation facilities, or any other event or circumstance beyond the control of either party hereto precludes the hosting of the Event on June 11, 12, 13, 2024 (as determined by RCSM in its reasonable discretion), the Event shall be rescheduled to occur on a subsequent date (“**Alternate Event Date**”) that is mutually selected by RCSM and Licensee. Any Alternate Event Date shall replace the previously agreed upon Event date for purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. This Agreement shall terminate and RCSM shall refund the Deposit and any other portion of the License Fee received by RCSM from Licensee hereunder, minus any non-refundable expenses spent or incurred by RCSM in performance of its obligations under this Agreement, if either (A) rescheduling to an Alternate Event Date is not possible as a result of any of the causes described in this paragraph (as determined in RCSM’s reasonable discretion), or (B) RCSM and Licensee cannot agree on an Alternate Event Date within ninety (90) days of the previously agreed upon Event date. RCSM shall not be liable for any additional costs, expenses, or damages suffered by Licensee (over and above the amount refundable to Licensee in accordance with the preceding sentence) arising out of the rescheduling or cancellation of the Event pursuant to this paragraph.

(g) Licensee agrees that any and all radio, television, print, web-based, or other advertising of the Event, regardless of whether written or oral, with reference to RCSM, any of the RCSM Parties (as hereinafter defined), the Sacramento River Cats, or Sutter Health Park must be pre-approved in writing by RCSM. Licensee shall not issue admission tickets or charge for admission to the Event without the prior written consent of RCSM, which consent may be granted or withheld by RCSM in its sole and absolute discretion.

(h) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY RCSM, RCSM SHALL NOT, IN ANY EVENT, HAVE ANY LIABILITY FOR LOST PROFITS OR LOST OPPORTUNITY COSTS, OR ANY PUNITIVE, SPECULATIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH REMEDIES AND CLAIMS ARE, TO THE FULLEST EXTENT PERMITTED BY LAW HEREBY EXPRESSLY, UNCONDITIONALLY AND IRREVOCABLY WAIVED AND RELEASED BY LICENSEE.

2. **Indemnification.**

(a) In consideration of RCSM’s permission for Licensee to use the Facilities for the Event, Licensee shall indemnify, defend, protect and hold harmless RCSM, the RCSM Parties, and their respective lenders, officers, members, managers, directors, shareholders, employees, agents and contractors (collectively, the "RCSM Indemnified Parties") from and against any and all actions, claims, demands, penalties, liabilities or costs (including reasonable attorneys' fees) arising or accruing out of or in connection with: (i) any bodily injury (including death), personal injury, property damage or other loss or damage to persons or property occurring in or about the Facilities or otherwise in or about the Stadium,

entry ramps, entryways, and parking areas in the course of or otherwise in connection with the Event; (ii) the operations or activities of Licensee or its contractors, agents, employees, invitees, guests or patrons (the "Licensee Parties"), (iii) Licensee's or the Licensee Parties' use of the Facilities or other use of the Stadium, entry ramps, entryways, and parking areas, or any acts or omissions of Licensee or the Licensee Parties in, on, or about any of such areas; and (iv) the breach by Licensee of any of the covenants, terms and provisions of this Agreement to be performed or observed by Licensee. As used herein, "RCSM Parties" shall mean River City Stadium Management, LLC, Sacramento River Cats Baseball Club, LLC, River City Land Holding Company, LLC, River City Freeze, LLC, River City Concessions, LLC, River City Parking, LLC, River Cats Foundation, Inc., the River City Regional Stadium Financing Authority, BNY Western Trust Company, Sacramento Basketball Holdings, LLC, Sacramento Kings Limited Partnership, the City of West Sacramento, the County of Sacramento, and the County of Yolo.

(b) Except to the extent of their gross negligence or willful misconduct, RCSM and RCSM's Indemnified Parties shall not be liable to Licensee or the Licensee Parties for, and to the fullest extent permitted by law Licensee hereby waives, any and all claims and causes of action against RCSM and the RCSM Indemnified Parties arising out of or otherwise relating to the Event, including without limitation claims and causes of action relating to: (i) the Americans With Disabilities Act or other law, regulation or ordinance, whether local, state or federal, relating to physical barriers to access for disabled persons within sports or entertainment facilities; (ii) any damage to Licensee's or the Licensee Parties' property brought into or stored in the Facilities or any other part of the Stadium; (iii) the loss of, or damage to, any of Licensee's or the Licensee Parties' property by theft or otherwise; (iv) any injury or damage to persons, property or Licensee's or any Licensee Parties' business resulting from the design, development, construction, repair or alteration of the Facilities or any other part of the Stadium, or from fire, explosion, falling plaster, steam, electricity, water or rain which may leak from the Facilities or any other part of the Stadium, or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface or from any other place, or resulting from dampness or any other cause whatsoever, and (v) any damage caused by acts or omissions of other users, occupants or visitors of the Facilities or other parts of the Stadium.

3. Insurance.

(a) Licensee shall place in effect with insurance companies licensed to do business in the State of California and with a minimum of an "A-VII" rating in Best's Insurance Guide, such insurance coverages as may be reasonably required by RCSM with respect to the Events, and Licensee shall provide to RCSM a certificate of insurance along with an additional insured endorsement evidencing such coverages at least thirty (30) days prior to the date of the Event (and Licensee and RCSM agree that time is of the essence with respect to such obligation of Licensee to deliver such certificate, the same having been the subject of specific discussion between the parties). See Exhibit C for list of entities and insurance requirements. RCSM hereby acknowledges receipt of such certificate of insurance in a form acceptable to RCSM. Each policy of liability insurance obtained and maintained by Licensee in accordance with the provisions of this Section 3 shall be primary of all other valid and collectible insurance of RCSM or the RCSM Parties. At the request of RCSM, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of RCSM under this provision. Such loss information shall include such specifics and be in such form as RCSM may reasonably require.

4. Compliance With Law.

Licensee, at its sole cost and expense, shall comply, and shall cause the Licensee Parties to comply, with all applicable laws, ordinances, orders, rules and regulations of all federal, state, county and

municipal governmental authorities (including, without limitation, any requirement that permit(s) be obtained for the use of the Facilities in connection with the Event) and with any lawful direction or order of public officers which shall impose any duty upon RCSM or Licensee, and will not or permit to remain any use or manner of use of the Facilities, or permit to occur any activities therein, in violation thereof. Licensee also shall comply, and shall cause the Licensee Parties to comply, with all rules and regulations as may from time to time be adopted by RCSM for the use, occupancy and operation of the Facilities or any other part of the Stadium. Specifically, but without limiting the generality of the foregoing, Licensee shall, and shall cause the Licensee Parties to comply with the requirements of the Americans With Disabilities Act as it relates to Licensee's uses of and activities in the Facilities or any other part of the Stadium, and any other law, regulation or ordinance, whether local, state or federal, relating to physical barriers to access for disabled persons within sports or entertainment facilities. Licensee shall, and shall cause the Licensee Parties to comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters or any other similar body and shall not do or permit anything to be done in or about the Facilities or any other part of the Stadium or bring or keep anything therein except as expressly permitted by the Fire Department, Board of Fire Underwriters, or any other authority having jurisdiction. No gasoline, acetylene or other fuel or other combustible, nor any substance, material, condition, mixture or waste that is defined under any federal, state, county or municipal law, ordinance, order, rule or regulation as being hazardous or toxic, will be permitted in the Facilities or any other part of the Stadium without the prior written approval of RCSM. Any decorating or other work and the material therefore, done or furnished by Licensee shall be subject to the approval of RCSM and, if necessary in RCSM's sole judgment, the Fire Department of the City of West Sacramento, and unless so approved may be prevented or removed by RCSM at Licensee's sole cost and expense. All decorations and other combustible materials must be fireproofed, and Licensee shall deliver to RCSM, prior to installation and use, a flameproofing certificate in the form specified or required by and satisfactory to any local governmental body having jurisdiction, if necessary in RCSM's sole judgment.

5. Miscellaneous Provisions.

(a) No Third Party Rights. This Agreement is entered into for the sole benefit of RCSM, the RCSM Parties, and Licensee, and their respective permitted successors and assigns, and no other natural person, entity, or governmental agency or authority shall have any third party beneficiary or other similar rights under or arising from this Agreement.

(b) Relationship of Parties. RCSM and Licensee shall be deemed and construed as independent contractors with respect to one another for all purposes relating to the subject matter of this Agreement, and nothing contained in this Agreement is intended to constitute, nor shall it be deemed or construed as constituting, the creation of any partnership, joint venture, or principal/agent relationship between RCSM and Licensee arising out of the existence or exercise by RCSM or Licensee of their respective rights under this Agreement.

(c) Attorneys' Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

(d) Time is of the Essence. Time is of the essence of this Agreement, it being understood that the time for performance of each obligation has been the subject of specific negotiation by the parties.

(e) **Successors and Assigns.** The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and to their respective successors and assigns.

(f) **California Law; Choice of Forum.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, without giving effect to any “conflict of law” rules of such state. RCSM and Licensee each acknowledge the Superior Court of the State of California in and for the County of Yolo and the associated federal and appellate courts shall have exclusive jurisdiction to hear and decide any dispute, controversy or litigation regarding the enforceability or validity of this Agreement or any portion thereof.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument with the same effect as if all parties had signed the same signature page. The signature page of this Agreement may be detached here from and attached to any counterpart of this Agreement identical in form hereto but having attached to it a signature page originally executed by another signatory to this Agreement.

(h) **Construction.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly against either RCSM or Licensee. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

(i) **Severability.** Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

(j) **Amendment; Modification.** No provision of this Agreement may be amended, modified or supplemented or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by each party to this Agreement or their respective successors in interest.

(k) **Waiver.** No waiver shall be valid unless in writing and signed by the party to be charged, and then only to the extent therein specified. No waiver by RCSM or Licensee of a right or remedy under this Agreement or under applicable law shall constitute a waiver, express or implied, of any other right or remedy of RCSM or Licensee, and no failure or delay on the part of RCSM or Licensee to exercise, assert or otherwise insist upon one or more of its rights or remedies under this Agreement or at law shall constitute a waiver by RCSM or Licensee of any of such rights or remedies either then or in the future, or otherwise constitute a precedent for any future conduct, actions or inaction.

(l) **Further Assurances.** From time to time, at the sole cost and expense of the party making such request, each party hereto shall execute and deliver such instruments or documents as may be reasonably requested by the other party hereto in order to carry out the purposes and intent of this Agreement or to consummate the transactions contemplated hereunder.

(m) **Confidentiality.** Each of RCSM and Licensee hereby agrees not to make or issue any press release concerning the subject matter of this Agreement, without the prior written consent of the other party hereto; provided, however, that notwithstanding anything to the contrary contained in the foregoing, nothing contained herein shall preclude either RCSM or

Licensee from disclosing information contained in this Agreement (i) to such party's actual or prospective officers, directors, shareholders, members, employees, auditors, counsel, professional advisors, bankers or other debt underwriters or financiers, or contractors; (ii) to the City of West Sacramento or any other governmental agencies, authorities or subdivisions; and (iii) in any statement or testimony pursuant to a subpoena or order by any court, governmental agency or authority asserting jurisdiction over such party, or as otherwise may be required by applicable Laws. The covenants set forth in this Section 4(m) shall survive the termination of this Agreement.

(n) Incorporation of Prior Agreements. This Agreement contains the entire understanding of RCSM and Licensee with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter.

IN WITNESS WHEREOF, RCSM and Licensee have executed this Agreement as of the day and year written below.

RCSM: **RIVER CITY STADIUM MANAGEMENT, LLC,**
a Delaware limited liability company
DocuSigned by:
Chip Maxson
By: _____
7593DD736CAC42A...
Its: _____
President/COO
Date: _____
10/31/2023

In Process

LICENSEE: **Sacramento City Unified School District,**

By: _____

Its: _____

Date: _____

Sacramento City Unified School District,

By: _____

Its: _____

Date: _____

Exhibit A



Sutter Health Park Rental Expenses

Event Details

Date Prepared: 10/26/2023
 Event Date: June 11-13 (2 ceremonies per day)
 Event Name: SCUSD Graduations (6 Ceremonies)
 Prepared For: Malinda Chambers
 Prepared By: Nicole Berwager
 Length of Event: **AM Ceremony:** 8:30am Gates, 10:00am Ceremony Start, 11:30am Ceremony End
PM Ceremony: 5:00pm Gates, 6:30pm Ceremony Start, 8:00pm Ceremony End
 Size of Event: 2000-6000 Guests + Graduates/Staff Depending on Ceremony
 Type of Event: High School Graduations

<u>Building Expenses</u>	<u>Description</u>	<u>Amount</u>
Facility Rental		\$ 30,000
Building Operations	Setup, Cleaning, Janitorial	20,400
Grounds	Grounds Crew / Field Conversion	3,600
Guest Services	Security, Ushers, EMS, Etc.	37,200
Parking	Flaggers & Cashiers	<i>waived guests pay \$10/car</i>
Audio Visual	Live Feed on Video Board, Microphone, PA, Music, Graphics	4,800
Ticket Operations	Box Office Staff	1,800
Rentals	36x24 Stage with Ramps	6,000
Staging Equipment	Flooring for Stage Ramps	875
Special Event Permit	City of West Sacramento Fee	2,050
Special Event Labor	Staff Time	5,500
Water Bottles	227 Cases - 24 bottles per case + Management Fee	25,715
Total		\$ 137,940

Notes:
 Based on current event details and is subject to change.
 Specific insurance is required on all events at Sutter Health Park.
 Does not include any Food or Beverage.
 Date will be held once agreement is signed by both parties.
 Deposit due upon execution of facility rental agreement.

Exhibit B

Special Event Notification or Permit

Every person, firm, corporation, partnership or other business operation intending to hold a Special Event within the City of West Sacramento is required to complete and submit a *Special Event Notification form* or a *Special Event Permit Application form*. Forms should be submitted a minimum of 45 days in advance of the event. Upon submission of all required form(s), the Police Department will circulate the form(s) to the appropriate City departments and regulatory agencies for approval. The contact person(s) listed on the application form will then be notified of their approval status. We encourage Licensee's to submit permit applications at their earliest convenience. The City of West Sacramento issues permits on a first come first serve basis.

More information can be obtained by visiting West Sacramento City Hall First Floor, Parks and Recreation Department or www.cityofwestsacramento.org.

RCSM will submit the Special Event Permit Application Form on Licensee's behalf and will be charged applicable fees.

A Special Event Permit is required for events that exceed 100 attendees and/or any event requiring street or sidewalk closure.

RCSM makes no guarantee that a Special Event Permit will be obtained.

LICENSEE:

In Process

By: _____

Title: _____

By: _____

Title: _____

Exhibit C

To: Sutter Health Park Vendors, Subcontractors, Suppliers, Performers and Other Facility Users
("Facility User")

Re: Sutter Health Park Required Insurance Requirements and Documents

Our policies require that all organizations engaged in business with us, and all who enter our premises, must provide current insurance documents in addition to the execution of our standard Facility Use Agreement. Please comply with the following requirements:

1. Certificate of Liability Insurance must provide evidence of insurance with limits as follows:
 - a. Commercial General Liability: \$2,000,000 each occurrence/aggregate
 - b. Commercial Automobile Liability: \$2,000,000 combined single limit
 - c. Workers' Compensation & Employers Liability: Statutory
2. Certificate of Liability Insurance must show evidence of Excess Liability, if required.
3. Insurance provided must be primary and any insurance carried by Sutter Health Park and its entities shall be noncontributory with and excess to the Facility User.
4. Insurer must have a current A.M. Best's rating of no less than A:VII.
5. River City Baseball entities, per the Section 8 below, must be named as **additional insured via separate endorsement to the Facility User's policies using one of the following AI forms:**
 - a. Vendors: CG 20 15 07 04 or CG 20 26 07 04
 - b. Contractors: CG 20 10 07 04 and CG 20 37 07 04
6. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Sutter Health Park entities.
7. The Certificate of Insurance should clearly disclose the nature of the event(s) and date(s) of the event(s) at Sutter Health Park.
8. Additional Insured Requirements: Named Entities
 - Sacramento River Cats Baseball Club, LLC
 - River City Stadium Management, LLC
 - River City Parking, LLC
 - River City Freeze, LLC
 - River City Concessions, LLC
 - River City Land Holding Company, LLC
 - City of West Sacramento, its officers, officials, employees, and volunteers
 - County of Sacramento
 - County of Yolo
 - River City Regional Stadium Financing Authority
 - BNY Western Trust Company
 - River Cats Foundation, Inc.
 - SBH Baseball, LLC
 - Sacramento Basketball Holdings, LLC
 - Sacramento Kings Limited Partnership

All required insurance documents should be sent via email to:

Ms. Maddie Strika, Executive Vice President, Finance
mstrika@rivercats.com
400 Ballpark Drive
West Sacramento, CA 95691

Exhibit D



Stadium Rules and Restrictions

Load-In and Load-Out:

- Licensee may load-in at a mutually agreeable time as stated in the Facility Use Agreement
- Licensee understands that Sutter Health Park does not have on-site overnight security. Items left within the gates of the stadium overnight are subject to damage or theft. Should Licensee wish to have overnight security, Licensee may coordinate with RCSM. An additional overnight security fee will be added to the License Fee.
- Load-Out must take place immediately following the event unless otherwise mutually agreed upon.

Stadium Restrictions:

- Licensee **may not tape or glue** (with the exception of Blue Painters tape or other non-residue tape) items to walls or existing facility fixtures or structures.
- Stickers may not be used or distributed to guests on stadium property (including parking lots and ticket plaza)
- No paint
- No smoking or vaping on the premises
- No animals are permitted inside the stadium (with the exception of service animals only)
- Licensee and licensee's guests may not enter any areas within the facilities besides areas expressly written in the Facility Use Agreement. Failure to comply may result escorting the Licensee and/or Licensee's guests out of the Event.

Sponsor and Sponsor Signage

- Licensee may place or hang Event sponsor signage throughout the ballpark within the Event space (via zip ties or non-residue tape).
- Licensee may not cover existing ballpark sponsor signage.
- Sponsor signage placement is up to RCSM discretion. RCSM may remove (and relocate) Licensee signage should it interfere with ballpark sponsor signage.

RENEWAL QUOTE



Page	1
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

SACRAMENTO CITY UNIF SCH DIST
5735 47TH AVE
SACRAMENTO CA 95824

Quote Summary	Payable in USD
Quote Total	\$121,408.98
Applicable taxes are NOT included	
Service Expiration Dates are displayed at each line item below	

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
 Follett School Solutions, LLC
 91826 Collection Center Dr
 Chicago, IL 60693-0918

Follett School Solutions, LLC.
 1340 Ridgeview Drive
 McHenry, IL 60050 USA
 Email: FSSorders@follettlearning.com

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
A M WINN ELEM SCH - 0404187				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
ABRAHAM LINCOLN SCH - 0409430				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
ALBERT EINSTEIN MDL SCH - 0404188				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
ALICE BIRNEY ELEM SCH - 0404189				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
AMERICAN LEGION CONT HIGH SCH - 0404190				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	2
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total \$791.97
ARTHUR BENJAMIN HLTH PROF HIGH SCH - 0415436				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total \$791.97
BOWLING GREEN CHARTER-CHACON - 0419311				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total \$791.97
BOWLING GREEN CHARTER-MCCOY - 0404192				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
BRET HARTE ELEM SCH - 0404193				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
C K MCCLATCHY HIGH SCH - 0404194				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
CALEB GREENWOOD ELEM SCH - 0404195				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
CALIFORNIA MDL SCH - 0409141				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
CAMELLIA BASIC ELEM SCH - 0404196				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@folletlearning.com
 Canada:877-857-7870 or email canada@folletlearning.com
 Outside the US or Canada: email international@folletlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	3
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total \$1,707.18
CAPITAL CY SCH - 0414115				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total \$791.97
CAROLINE WENZEL ELEM SCH - 0404197				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
CESAR CHAVEZ 4-6 ELEM SCH - 0415126				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total \$791.97
CROCKER RIVERSIDE ELEM SCH - 0404239				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
DAVID LUBIN ELEM SCH - 0404201				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
EARL WARREN ELEM SCH - 0404202				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
EDWARD KEMBLE ELEM SCH - 0404204				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
ELDER CREEK ELEM SCH - 0404205				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	4
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total \$1,707.18
ETHEL I BAKER ELEM SCH - 0404206				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
ETHEL PHILLIPS ELEM SCH - 0404207				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
FATHER KEITH B KENNY ELEM SCH - 0411706				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
FERN BACON BASIC MDL SCH - 0404208				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
G W CARVER HIGH SCH - 0415574				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
GENEVIEVE F DIDION ELEM SCH - 0407344				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
GOLDEN EMPIRE ELEM SCH - 0407436				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	5
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total \$1,707.18
H W HARKNESS ELEM SCH - 0404211				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
HIRAM W JOHNSON HIGH SCH - 0404212				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
HOLLYWOOD PARK ELEM SCH - 0404213				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
HUBERT H BANCROFT ELEM SCH - 0404215				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
ISADOR COHEN ELEM SCH - 0404216				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
JAMES W MARSHALL ELEM SCH - 0407343				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
JOHN BIDWELL ELEM SCH - 0404219				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@folletlearning.com
 Canada:877-857-7870 or email canada@folletlearning.com
 Outside the US or Canada: email international@folletlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	6
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total \$1,707.18
JOHN CABRILLO ELEM SCH - 0404220				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
JOHN D SLOAT BASIC ELEM SCH - 0404221				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
JOHN F KENNEDY HIGH SCH - 0404222				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
JOHN H STILL MDL SCH - 0404223				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
JOHN MORSE THERAPEUTIC CTR - 0420841				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
LEATAATA FLOYD - 0404217				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
LEONARDO DA VINCI SCH - 0411175				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	7
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total
				\$1,707.18
LUTHER BURBANK HIGH SCH - 0404227				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
MARK TWAIN ELEM SCH - 0404230				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
MARTIN LUTHER KING JR ELEM SCH - 0410802				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
MATSUYAMA ELEM SCH - 0411885				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
MET SACRAMENTO HIGH SCH - 0418857				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total
				\$791.97
MIWOK MDL SCH - 0404244				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
NEW JOSEPH BONNHEIM CHARTER ES - 0422721				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$665.40
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,607.37
NEW TECHNOLOGY HIGH SCH - 0418458				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

If you have any questions about this quote, please contact us:
 US: 708-884-5100 or email softwarecs@follettlearning.com
 Canada: 877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	8
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total \$791.97
NICHOLAS ELEM SCH - 0404231				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
O W ERLEWINE ELEM SCH - 0404232				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
OAK RIDGE ELEM SCH - 0404233				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
PACIFIC ELEM SCH - 0404234				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
PARKWAY ELEM SCH - 0404235				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
PHOEBE A HEARST ELEM SCH - 0404237				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total \$1,707.18
PONY EXPRESS ELEM SCH - 0404238				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	9
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total
				\$1,707.18
PROFESSIONAL LIB - 0415219				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$915.21
ROSA PARKS MDL SCH - 0404198				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
ROSEMONT HIGH SCH - 0415078				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
SACRAMENTO CITY UNIF SCH DIST - 0453214				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total
				\$791.97
SAM BRANNAN MDL SCH - 0404241				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
SCH OF ENGINEERING/SCENCE - 0404191				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total
				\$791.97
SEQUOIA ELEM SCH - 0404242				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				Site Total
				\$1,707.18
SERNA - 0422722				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				Site Total
				\$791.97
SUCCESS ACAD K-8 - 0422170				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	10
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
SUSAN B ANTHONY ELEM SCH - 0404203				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
SUTTERVILLE ELEM SCH - 0404245				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
SUY:U ELEM SCH - 0404236				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
TAHOE ELEM SCH - 0404246				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
THEODORE JUDAH ELEM SCH - 0404247				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
UMOJA INTL ACAD - 0404225				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
WASHINGTON ELEM SCH - 0407345				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	11
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
WEST CAMPUS HIGH SCH - 0410108				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
WILL C WOOD MDL SCH - 0404249				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
WILLIAM LAND ELEM SCH - 0404251				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18
WOODBINE ELEM SCH - 0404252				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
Site Total				\$1,707.18

End of Quote

If you have any questions about this quote, please contact us:
 US:708-884-5100 or email softwarecs@follettlearning.com
 Canada:877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.



AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on August 17, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be January 18, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from January 2024 to June 2024;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after January 18, 2024, on a fee basis up to a maximum of \$448,720.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional services requested by District outside of original scope of work
Verde Design services, Electrical Engineer services, and Romtec software

Description of funding changes to contract:

Original contract amount	\$415,070.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$415,070.00
Amount of this change order.....	\$33,650.00
NEW CONTRACT AMOUNT.....	<u>\$448,720.00</u>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

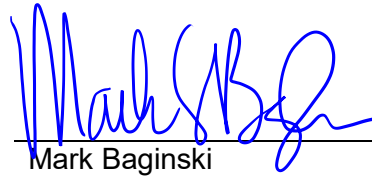
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: January 18, 2024

**Sacramento City Unified School
District**

Verde Design, Inc.



Janea Marking
Chief Business and Operations Officer

Mark Baginski



Change Order 01

Date: December 27, 2023

Project Name: California Roof Replacement Bldg 1 & 3A
 Bid/Project No: 0415-468-1
 DSA File No: N/A
 DSA Application No: N/A

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: Best Contracting Services, Inc
 19027 S. Hamilton Ave
 Gardena, CA 90248

Architect:

Construction Manager: Kitchell
 2450 Venture Oaks Way, Ste 500
 Sacramento, CA 95833

Reference	Description	Cost	Days Ext.
Requested by: Performed by: Reason:	Project Close-out of Unused Owner Allowance District N/A Reconciliation of contract	\$ (53,167.13)	0
Contract time will be adjusted as follows: Previous Completion Date: 9/26/23	Original Contract Amount with Allowances:	\$ 1,297,300.00	
Type Number of Days in Words 0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$ (53,167.13)	
Current Completion Date: 9/26/2023	Revised Contract Amount After this change order:	\$ 1,244,132.87	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

