



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: August 17, 2023

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

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

Estimated Time of Presentation: N/A

Submitted by: Jesse Castillo, Interim 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>CHARLES A. JONES SKILLS</u> | | |
| Sacramento Employment and Training Agency (SETA) A23-00082-1 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2022/23 | \$251,000 No Match |
| Period: 7/1/23 – 6/30/24. Extension of Grant Year 4/One. Continue providing training assistance and job preparedness to CA Jones students. | | |

| | | |
|---|--|-------------------|
| <u>ACADEMIC OFFICE DEPARTMENT</u> | | |
| Sacramento Region Community Foundation A24-00008 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$230 No Match |
| Grant from the 45 th Street Marching & Chowder Society Drum & Bugle Corps of the Sacramento Region Community Foundation. This grant is intended for the Umoja Junior High School's library or other cultural programs. | | |

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|--|--|-----------------------|
| <u>COLLEGE AND CAREER READINESS DEPARTMENT</u> | | |
| California Department of Education A24-00010 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$592,019 No Match |
| Period: 7/1/23 – 6/30/24. Grant for Strengthening Career and Technical Education for the 21 st Century Act. | | |

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| <u>STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT</u> | | |
| Kaiser Permanente A24-00011 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$50,000 No Match |
| Period: 7/1/23 – 6/30/24. Description: Funds to support the Student Support and Health Services Staff Wellness Project (Grant) to help more people in the community get access to the resources they need to lead a healthy life. | | |

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

| <u>Contractor</u> | <u>Description</u> | <u>Amount</u> |
|---|---|--|
| <u>STUDENT SUPPORT AND HEALTH SERVICES</u> | | |
| Addiction Treatment Tech (ATT) SA24-00179 | 7/1/23 – 6/30/24: Ratification is requested for renewal Care Solace MOU agreement for the Student Support and Health Services Department. | \$150,500 |
| New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | The District provides Contractor with contact information of a student and/or family in need of mental health treatment providers and ATT works directly with student/family to connect them to treatment providers. Services includes a District-branded website for facilitation of services and access to care companions who provide customer service and are trained to navigate the mental health system and health insurance. Also included is implementation training and on-going support for the service. | CA Community Schools Partnership Act– Implementation Grant Funds |

ACADEMIC OFFICE

Core Districts
SA24-00025

7/1/23 – 6/30/24: Ratification is requested for Core District to provide improvement assistance to the Superintendent, the District’s working cabinet and the Academic Department, in addition to providing detailed data and analytics to assist. Core will also support the District by providing a co-construct and continuous improvement strategy, facilitation, coaching, knowledge management, analytics.

\$198,375
General Funds

New Contract:

- Yes
- No

Epoch Education
SA24-00230

7/1/23 – 6/30/24: Continue and expand SCUSD’s existing partnership with Epoch Education to advance our Culturally Responsive Professional Learning strategic priority. Through consultation, interactive and experiential professional learning, coaching, Epoch trainers and consultants will work with central office leaders, site leaders, certificated and classified staff to foster safe, open communication and problem solving around implicit bias and anti-racism focused on identifying and dismantling the racist and biased mindsets, practices and policies that create and perpetuate barriers to student learning.

\$770,100
ESSER III Funds

New Contract:

- Yes
- No

The expansion of this contract includes small group professional learning and coaching for the Board and Cabinet, management (certificated and classified), and site leaders combined with training for certificated and classified staff. Epoch Education consultants will also work directly this year with our SCUSD Culture/Climate team to build our internal capacity to lead this work through a trainer-of-trainer model, creating less reliance on outside resources and contracts over time.

LCAP Goal(s):

LCAP Goal 4 - School and classroom environments will become safer and more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with disabilities, English Learners, Foster Youth, Homeless Youth, and LGBTQ+ Youth.

4.4 Anti-Bias/Anti-Racism Professional Learning (continuing) - To actualize equity, access, and social justice for all students, especially those that are most marginalized and impacted by systemic racism, the district aims to provide on-going professional learning opportunities for all staff. Professional learning deepens self-awareness and anti-racist capacity will ensure that there is common district messaging, understanding, and approach to dismantling systemic policies and practices that perpetuate disparate and disproportionate student outcomes/ Anti-Bias/Anti-Racism professional learning to include, but not be limited to the following topics: Racial/cultural identities and stereotypes, implicit bias, micro aggressions, dynamics of power and privilege, cultural competency and cultural humility, dismantling

systems of oppression and racism, and restorative justice principles and practices. Action Item No. B21.

Curriculum Associates
LLC
R24-01223

7/1/23 – 6/30/24: The iReading Reading and Math Diagnostic Assessments are research and evidence-based, computer-based assessments that provide the just in time feedback that teachers, students, and students' families need in order to understand and monitor growth in achieving grade-level standards in reading and mathematics. The data and guidance provided from these assessments also supports the district strategic priority of a multi-tiered system of supports by providing the initial screening data needed to support further investigation for tier one interventions.

\$538,617.40
ESSER III Funds

New Contract:

- Yes
- No

SCUSD Strategic Priorities: High Quality Instruction, Culturally Responsive Professional Learning, and MTSS

Reading: Approximately 60% percent of SCUSD students consistently score below grade level standards for the English Language Arts on the CAASPP. In an ongoing effort to mitigate the gap in reading achievement between our historically underserved students and their peers, a focus on foundational reading skills has been central to district-wide educator professional learning.

Mathematics: More than 70% of students in SCUSD did not meet or exceed grade level standards on the most recent CAASPP. The elementary segment lacks dynamic, diagnostic assessments that measure growth. The i-Ready Math Diagnostic assesses student knowledge and determines growth based on national data.

The usage of the i-Ready diagnostic assessments for both reading and mathematics supports the foundation of high quality instruction and using data to determine the best instructional decisions to meet the needs of individual students.

LCAP Goal(s):

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.

Goal 6 Implementation of MTSS/DBDM: Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed and all district sites should be conducting business and serving students using an MTSS framework by 2024-25. Progress will be measured with the Self-Assessment of

MTSS (SAM) Implementation tool in addition to external indicators of site fidelity including: (a) holding MTSS team meetings regularly, (b) engaging in data based practices to assess need and progress monitor and (c) providing differentiated, tiered interventions as evidenced by twice-yearly report outs of challenges/successes by each site leader. Action Item No. B21.

Heart Core
SA24-00222

New Contract:

- Yes
 No

Heart Core Consulting professional development and consultation draws upon the HEARTS (Healthy Environments and Response to Trauma in Schools) model, developed by Dr. Joyce Dorado and Dr. Marth Merchant. HEARTS is a whole-school prevention and intervention approach that addresses trauma and chronic stress at the student, staff, caregiver, and school organizational levels. HEARTS is guided by six core trauma-informed principles that are grounded in extensive research on trauma-interventions and trauma-informed systems, modified for educational settings.

\$500,000
ESSER III Funds

SCUSD's work with Heart Core Consulting, in combination with our existing partnership with Epoch Education, is designed to advance our Culturally Responsive Professional Learning strategic priority by training educators to create and sustain trauma-responsive environments as a tier one, universal strategy in all learning environments for all students. Through consultation, interactive and experiential professional learning, and coaching, Heart Core Consulting trainers and consultants will work with central office leaders, site leaders, certificated and classified staff to integrate the HEARTS principles into district- and school-wide practices, procedures, and policies through a distributed learning model of ongoing professional development training and consultation. HEARTS integrates with school programs and initiatives to enhance feasibility, effectiveness, and sustainability.

Heart Core Consulting will also work directly this year with our SCUSD Culture/Climate team to build our internal capacity to lead this work through a trainer-of-trainer model, creating less reliance on outside resources and contracts over time.

LCAP Goal(s):

LCAP Goal 4 - School and classroom environments will become safer and more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with disabilities, English Learners, Foster Youth, Homeless Youth, and LGBTQ+ Youth.

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self-awareness and anti-racist capacity will ensure that there is common district messaging, understanding, and approach to dismantling systemic policies and practices that perpetuate disparate and disproportionate student outcomes/ Anti-Bias/Anti-Racism professional learning to include, but not be limited to the following topics: Racial/cultural identities and stereotypes, implicit bias, micro aggressions, dynamics of power and privilege, cultural competency and cultural humility, dismantling systems of oppression and racism, and restorative justice principles and practices. Action Item No. B21.

BUSINESS SERVICES

| | | |
|---|--|--|
| <p>Sata Collaborates, LLC SA24-00147</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>7/1/23 – 12/31/24: Ratification is requested for consulting agreement with Sata Collaborates. Contractor will provide consulting services regarding the District’s Capital Bond Program, Monitor/Compliance, and Green Initiatives and Facility Support Services. Contract will not exceed \$270,000.</p> | <p>\$94,500 General Funds</p> <p>\$175,500 Measure H Funds</p> <p>Total Contract Amount: \$270,000</p> |
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| <p>EPOCH Education SA24-00104</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>7/1/23 – 6/30/24: EPOCH Education will provide Equity Learning In Action Series (ELIAS), Facilities Department on anti-racism/antibias training. These services include access by applying the RIR Protocol™ - a framework for Compassionate Dialogue to identify and discuss how foundational topics such as Implicit Bias, Identity, Systemic Racism, Marginalization, Privilege and Belonging impact the SCUSD organization.</p> | <p>\$140,000 General Funds</p> |
|--|--|------------------------------------|

EPOCH Education was selected because they are a national leader in equity education that has provided antiracism and antibias training for other large, complex systems.

The expected outcome, over time, is a cultural shift toward improved equity, and inclusion for our students. Outcome measures, over time will include, first, the process measure in ensuring that these learning opportunities are completed by the staff listed above. As the systemic journey continues, student outcome measures will improve to include a reduction in disproportionality in suspension, office referral, referral and placement in special education, and resulting improvements in student achievement.

SPECIAL EDUCATION DEPARTMENT

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|---|---|--|
| <p>San Joaquin County Office of Education SA24-00150</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>7/1/23 – 6/30/24: Ratification is requested with SJCOE for license of the Special Education Information System (SEIS). SEIS is a state reporting system that houses Special Education student information including Individualized Education Plan (IEP) forms, and other documentation and data. Records can be easily transferred between districts who use SEIS (all Districts in the Sacramento area use SEIS). Annual cost is \$10</p> | <p>Annual Cost: \$190,000 Medi-Cal Billing Funds</p> |
|---|---|--|

per student based on the Special Education enrollment as of February of the preceding year.

The District submits claims to Medi-Cal for reimbursement of costs to provide services to students who are enrolled in Medi-Cal, including, but not limited to, speech, occupational, and physical therapy and various types of assessments. These services are required by IEPs and/or Section 504 Accommodation plans, and the reimbursements received help offset the costs of providing the services.

Currently, District staff log medical services in both SEIS, for IEP compliance, and Compuclaim, a separate Medi-Cal billing service portal. By migrating to SEIS, service providers will be able to eliminate duplicative inputting by only logging services in SEIS.

Under this contract, SJCOE will receive data regarding the medical services provided by District staff logged in SEIS. SJCOE will then create claims and submit for reimbursement to Medi-Cal on the District's behalf as well as assist with annual reporting, compliance, training and audits.

Contract fees will be paid from the Medi-Cal reimbursements generated by the claims. Fees are assessed at the hourly rates outlined in the attached contract. For budgeting purposes, this amount is estimated at \$190,000 a year based on the District's past claims. Based on prior year claims, the Medi-Cal program generates revenue above \$2 million

FACILITIES SUPPORT

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| Innovative Construction Services SA24-00196 | 8/1/23 – 12/31/24: Project and construction management services for the Matsuyama Campus Renewal project. Project will include flooring and carpet, painting at interior and exterior, sitewide furniture, coordinate moving, field renewal and interior campus concrete and landscape. | \$223,110 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. | |
| Innovative Construction Services SA24-00193 | 8/1/23 – 12/31/24: Project and construction management services for the Alice Birney Campus Renewal project. Project will include flooring and carpet, painting at interior and exterior, sitewide furniture, coordinate moving and minor hardscape. | \$155,805 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. | |

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|--|---|---|
| <p>Innovative Construction Services SA24-00194</p> | <p>8/1/23 – 1/31/25: Project and construction management services for the West Campus Baseball/Softball Field project. Project will include baseball and softball fields, concrete for bleachers at soccer field, and 2-3 single occupancy modular restrooms.</p> | <p>\$156,850 Measure H Funds</p> |
| <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>Innovative Construction Services was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.</p> | |
| <p>Innovative Construction Services SA24-00191</p> | <p>8/1/23 – 1/31/25: Project and construction management services for the John F. Kennedy Baseball/Softball Field project. Project will include baseball and softball fields, tennis court re-surfacing and two (2) single occupancy modular restrooms.</p> | <p>\$156,850 Measure H Funds</p> |
| <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>Innovative Construction Services was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.</p> | |
| <p>Miracle Play System R22-04800</p> | <p>Original contract amount was board approved May 19, 2022. Purchase and installation of playground structure and poured-in-place rubber safety surfacing for the Elder Creek Playfield Renovation Project. Increase is requested for additional square footage to accommodate larger play box.</p> | <p>Original Contract Amount: \$178,814.54 Measure Q Funds</p> |
| <p>Utilizing Sourcewell Cooperative Purchasing Agreement #010521-LTS-1</p> | <p>The Purchasing and Facilities departments find it is in the best interest of the District to utilize Sourcewell agreement #010521-LTS-1 pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Sourcewell (formerly NJPA) is a State of Minnesota local government agency. As a Sourcewell member, the District is able to utilize Sourcewell's nationally bid Playground and Water Play Equipment with Related Equipment and Services contract to purchase the playground structure, poured-in-place rubber safety surface, and installation directly from Miracle Play System without the time and expense of competitively bidding the equipment itself.</p> | <p>Increase Request: \$24,543.70 Measure Q Funds</p> |
| <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | | <p>Total Contract Amount: \$203,358.24</p> |
| <p>Lionakis Architects SA24-00217</p> | <p>6/1/23 – 8/31/23: Architectural and engineering services for the C.K. McClatchy High School Kitchen Servery project. Project consists of modernized kitchen servery.</p> | <p>\$246,680 Measure Q Funds</p> |
| <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.</p> | |
| <p>Lionakis Architects SA23-00218</p> | <p>6/13/23 – 8/31/23: Architectural and engineering services for the C.K. McClatchy High School HVAC Replacement project. Project consists of replace existing unit ventilators, update new control components and chiller replacement.</p> | <p>\$274,960 Measure Q Funds</p> |
| <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | | |

Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.

FACILITIES SUPPORT

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| See Below | Ratification is requested. The below agreements were approved after the June 8, 2023 Board of Education Meeting Resolution No. 3330: Delegating Duty to Accept Bids and Award Construction Contracts. | |
| JK Architects Inc SA24-00109 | 7/1/23 – 6/30/24: Ratification is requested with JK Architects for the California MS Renewal Part 2 project. Project includes architectural and engineering services on the Campus-wide renewal, work to include replacement of flooring, electrical/technology, interior painting, path of travel upgrades, furniture and security enhancements. | \$968,000 Measure H Funds |
| New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| KS Telecom Inc. R24-00537 | Ratification is requested for the construction services of the Crocker/Riverside Telecenter Upgrades project. Project includes: Provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system. The contractor shall provide all data network equipment, licenses, software and accessories for complete and fully operational data network system. All touch up paint to match existing conditions for new locations for install or areas of demolition. | \$219,835 Measure Q Funds |
| New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| KS Telecom Inc. R24-00534 | Ratification is requested for the construction services of the Joseph Bonnheim Telecenter Upgrades project. Project includes: Provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system. The contractor shall provide all data network equipment, licenses, software and accessories for complete and fully operational data network system. All touch up paint to match existing conditions for new locations for install or areas of demolition. | \$242,000 Measure Q Funds |
| New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

| SITE/DEPT | ITEM |
|--|--|
| Capital City School, Edward Kemble ES Elder Creek ES Ethel Phillips ES Fr. Keith B. Kenny ES John Cabrillo ES John Sloat ES, John Still MS, Hiram Johnson HS Washington ES Enrollment Center Charles A. Jones Career & Education Center, Sacramento New Technology, George Washington Carver Serna-Early Learning & Care Nutrition Services | <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> <p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p> |
| ITEMS | |
| Computers (192 each) Chromebooks (1,163 each) Macbooks (124 each) Laptops (74 each) Monitors (116 each) Printers (31 each) Projectors (1 each) Stenographs (2 each) Fax Machines (2 each) Scanners (2 each) Computer Carts (20 each) TVs (2 each) Freezers (4 each) Milk Coolers (6 each) Refrigerators (6 each) Oven (1 each) Misc. cables, switches, phones & routers (277 each) | |
| TOTAL VALUE | |
| \$0.00 | |
| DISPOSAL METHOD | |
| E-Waste Recycle | |

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 24-0817 Nutrition Services Direct Paper and Packaging

Bids Received: 11:00 am, July 17, 2023

Recommendation: See Award Schedule Below

Amount/Funding: See Award Schedule Below

The bid was lawfully advertised on June 16 and June 23, 2023. This is a three year bid with the option of two one-year extensions. Purchasing recommends the listed vendors as the most responsive bidders meeting specifications. This is a line item bid. Items awarded are in line with California Government Code And Child Nutrition Reauthorization Act.

| BIDDER | BIDDER LOCATION | AWARDED LINE ITEMS | AMOUNT |
|------------------------|--------------------|---|--------------|
| Daxwell | Houston, TX | 43 | \$2,234.18 |
| Ernest Packaging | Sacramento, CA | 37,38,39,40,94,103,104,105, 106,107,108,109,110,111 | \$44,264.83 |
| Individual Foodservice | Bell, CA | 1-16,19,23,25,28,30,31, 33,34,35,36,42,45,46, 47,48,50,53,54,55,61,62,77, 95,96,97,98,99,120,121,122,123 | \$248,114.25 |
| P&R Paper | Redlands, CA | 17,18,20,21,22,24,26,27,32,41 44,56,57,58,59,60,78,79,80,82,83, 84,85,86,87,88,89,100,101, 102,124,125,126,127,128 | \$354,014.70 |
| Sysco of Sacramento | Pleasant Grove, CA | 49,51,52,63,90,92,93,99 | \$17,471.93 |
| Veritiv Corp. | Los Angeles, CA | 29,91,94,112,113,114,115,116,117, 118,119 | \$28,197.30 |

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0825-0817, Backup Generator and Electrical Switchgear for Serna Center

Bids received: 11:00 am, July 27, 2023

Recommendation: Award to Western Machinery Electric

Funding Source: Measure Q Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|----------------------------|-----------------|--------------|
| Western Machinery Electric | Benicia, CA | \$781,656.54 |

Bid No: 0510-433, CKM CCTV Cameras

Bids received: 1:00 pm, July 27, 2023
Recommendation: Award to Johnson Controls
Funding Source: Measure Q Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|--------------------------|---------------------|-----------|
| Johnson Controls | Sacramento, CA | \$153,978 |
| 3D Technology | Rancho Cordova, CA | \$214,726 |
| Precision Communications | West Sacramento, CA | \$215,425 |
| HCI Systems | Sacramento, CA | \$215,600 |
| Bockmon & Woody | Stockton, CA | \$320,182 |

Bid No: 0035-464, Camellia Telecenter Upgrades

Bids received: 2:00 pm, July 20, 2023
Recommendation: Award to Vanden Bos Electric, Inc.
Funding Source: Measure Q Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|---------------------------|-----------------|-----------|
| Vanden Bos Electric, Inc. | Roseville, CA | \$311,960 |
| KS Telecom, Inc. | Penryn, CA | \$312,070 |

Bid No: 0110-464, Ethel Phillips Telecenter Upgrades

Bids received: 2:00 pm, July 20, 2023
Recommendation: Award to Vanden Bos Electric, Inc.
Funding Source: Measure Q Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|---------------------------|-----------------|-----------|
| Vanden Bos Electric, Inc. | Roseville, CA | \$288,860 |
| KS Telecom, Inc. | Penryn, CA | \$323,620 |

Bid No: 0510-464, C.K. McClatchy HS Telecenter Upgrades

Bids received: 2:00 pm, July 20, 2023
Recommendation: Award to Bockmon & Woody Electric
Funding Source: Measure Q Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|---------------------------|-----------------|-------------|
| Bockmon & Woody Electric. | Stockton, CA | \$1,575,090 |
| Shane Brown Electric | Woodland, CA | \$1,591,700 |

Bid No: 0520-464, Hiram Johnson HS Telecenter Upgrades

Bids received: 2:00 pm, July 20, 2023

Recommendation: Award to Bockmon & Woody Electric

Funding Source: Measure Q Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|--------------------------|-----------------|-------------|
| Bockmon & Woody Electric | Stockton, CA | \$1,412,675 |

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Nicholas Elementary School New Construction and Modernization

Recommendation: CORE West, Inc. was awarded preconstruction services at the January 19, 2023 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with CORE West, Inc. This request for proposal (RFP) was publicly advertised on October 10, 2022 and October 17, 2022. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is established, the construction contract will be submitted to the Board for approval.

Original Pre-Construction Amount: \$70,000; Measure H Funds

Amendment No. 1 was approved at the June 22, 2023 Board of Education Meeting in the amount of \$1,844,337 to CORE West, Inc., funded with Measure H Funds. Amendment No. 1 is for the demolition of the current Nicholas site and setup of temporary utilities.

Approve Amendment No. 2 Amount of \$14,889,593 to CORE West, Inc., funded with Measure H Funds. Amendment No. 2 is for the new construction of the Nicholas site.

New Total Contract Amount: \$16,803,930; Measure H Funds

The cost of construction is currently estimated at \$54,150,000.

Project: Nicholas Elementary School New Construction and Modernization

Recommendation: Mid Pacific Engineering was awarded geotechnical engineering and geologic hazards services on October 26, 2022. Approve Amendment No. 1 for additional services of earthwork and materials observation and testing services for the new Nicholas Elementary School New Construction project.

Original Pre-Construction Amount: \$31,230; Measure H Funds

Approve Amendment No. 1 Amount of \$106,140 to Mid Pacific Engineering, funded with Measure H Funds. Amendment No. 1 is for earthwork and materials observation and testing services.

New Total Contract Amount: \$137,370; Measure H Funds

The cost of construction is currently estimated at \$54,150,000.

Project: Fern Bacon, Albert Einstein, John Still ES HVAC Replacement

Recommendation: Lease-Leaseback contract for preconstruction services of \$2,500 per site were awarded at the June 9, 2022 Board of Education Meeting. Amendment No. 1 to Swinerton Builders Lease-Leaseback Agreement was approved at the October 6, 2022 board of education meeting authorizing construction in the amount of \$4,929,574. Approve Amendment No. 2 to Swinerton Builders Lease-Leaseback Agreement authorizing unforeseen additional asbestos abatement required in the amount of \$286,001.

Original Pre-Construction Amount: \$7,500 per site; ESSER II Funds

Approved Amendment No. 1 Amount of \$4,929,574 to Swinerton Builders funded with ESSER II Funds at the October 6, 2022 board of education meeting. Amendment No. 1 is for the construction of the Gym/HVAC buildings at Fern Bacon MS, Albert Einstein MS and John Still ES.

New Total Contract Amount: \$5,452,453; ESSER II Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

| Contractor | Project | Completion Date |
|-------------------------------|---------------------------|------------------------|
| Lamon Construction | Parkway Playground | 6/20/23 |
| Clark & Sullivan Construction | Shade Structures Group 2B | 6/21/23 |



Sacramento
Employment and
Training
Agency

June 1, 2023

GOVERNING BOARD

ERIC GUERRA
Vice Mayor
City of Sacramento

PATRICK KENNEDY
Board of Supervisors
County of Sacramento

RICH DESMOND
Board of Supervisors
County of Sacramento

SOPHIA SCHERMAN
Public Representative

MAI VANG
Mayor Pro Tem
City of Sacramento

JENNIFER HERNANDEZ
Executive Director

925 Del Paso Blvd., Suite 100
Sacramento, CA 95815

Main Office
(916) 263-3800

Head Start
(916) 263-3804

Website: <http://www.seta.net>

Dr. Susan Lytle-Gilmore, Ph.D.
Director Adult Education
Sacramento City Unified School District
5451 Lemon Hill Avenue
Sacramento, CA 95824

CAT NO./CFDA: 17.258 (Adult) and 17.278 (Dislocated Worker)

Dear Dr. Gilmore:

Congratulations! Pursuant to action taken by the SETA Governing Board on June 1, 2023, Sacramento City Unified School District's subgrant number 074201SWCS(E3) has been extended until June 30, 2024. An additional \$251,000 in Workforce Innovation and Opportunity Act (WIOA), Title I, Adult and Dislocated Worker funds has been awarded to provide Basic Career Services to 1,394 customers including Individualized Career Services to 139 customers.

An additional \$40,000 has been set aside for scholarships, supportive services, and vendor services. These funds have not been directly allocated to your agency. They are available for obligation and "draw down" only.

In order to proceed with the contract extension process, the following items, provided electronically, must be completed and submitted to SETA:

- Adult Budget and Cost Allocation Plan** in the amount of \$200,800 (not including the \$32,000 reflected as set-aside in the attached budget form for scholarships, supportive and vendor services)
- Dislocated Worker Budget and Cost Allocation Plan** in the amount of \$50,200 (not including the \$8,000 reflected as set-aside in the attached budget form for scholarships, supportive and vendor services)
- Program Performance Overview (PPO)** reflecting 1,394 Basic Career Services customers, including 112 Adult Individualized Career Services customers and 28 Dislocated Worker Individualized Career Services customers

Time is of the essence; therefore, these documents must be emailed to Corey.Lagbao@seta.net no later than **Friday, June 23, 2023**. If you have questions or need assistance in completing these forms, please contact me at (916) 263-3838.

Sincerely,

Corey R. Lagbao

Corey Lagbao
Workforce Development Analyst III

cc: Eileen Ramos-Prince

"Preparing People for Success: in School, in Work, in Life"

| | | | |
|---|---|---|---------------------------|
| Sacramento Employment and Training Agency MODIFICATION TO EXTEND SERVICE PROVIDER SUBGRANT under the Workforce Innovation and Opportunity Act | | SUBGRANT NUMBER | |
| | | 074201SWCS(E3) | |
| | | MODIFICATION | |
| | | YEAR 4/ONE | |
| 1. SUBGRANTEE INFORMATION: | | 2. ACTIVITY/TARGET GROUP: | |
| Name: Sacramento City Unified School District | | Basic & Individualized Career Services | |
| 3. EXTENSION AWARD AMOUNT: | \$232,800.00 WIOA Adult \$ 58,200.00 WIOA DW | 4. CAT. NO./CFDA: | 17.258 Adult 17.278 DW |
| 5. EXTENSION SUBGRANT TERM: | 7/1/2022 through 6/30/2023 | 6. DUNS#: | 060697109 |
| 7. EFFECTIVE DATE OF EXTENSION: | 7/1/2022 | | |
| 8. MAXIMUM ANNUAL EXTENSIONS: | Three (3) | | |
| 9. TERMS AND CONDITIONS: | | | |
| <p>The parties agree to extend the Subgrant through this modification. This modification consists of this sheet and those of the following, attached hereto and by this reference made a part hereof:</p> <p style="padding-left: 40px;">Exhibit 2 – Program Performance Overview, revised. Exhibit 3 – Program Budget and Cost Allocation Plans, revised. Exhibit 4 – Special Conditions. Exhibit 13 –Standard Conditions to Service Provider Subgrant Under the Workforce Innovation and Opportunity Act, revised.</p> | | | |
| <p>SUBGRANTEE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of SUBGRANTEE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve SUBGRANTEE of its obligations with respect to this modification of the Subgrant, including compliance with the terms, conditions and requirements set forth in the above-listed. By executing this modification to the Agreement, SUBGRANTEE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed. All other terms and conditions set forth in the Subgrant shall remain in full force and effect. To the extent of any conflict between the language of this modification and the language of the Subgrant and/or any previous modifications, the language of the document bearing the most recent data shall prevail.</p> | | | |
| IN WITNESS WHEREOF, this modification to extend the Subgrant has been dated and executed by the parties hereto. | | | |
| SUBGRANTEE | | | |
| Name: Sacramento City Unified School District | | | |
| By: <i>Jesse M. Castillo</i> | Date Signed: 08/04/2023 | | |
| Printed Name/Title of Authorized Signer: Jesse Castillo, Assistant Superintendent | | | |
| Address: 5735 47 th Avenue, Sacramento, CA 95824 | | Email address: gilmores@scusd.edu | |
| SACRAMENTO EMPLOYMENT AND TRAINING AGENCY | | | |
| By: | Date Signed: | | |
| Printed Name/Title of Authorized Signer: Jennifer Hernandez, Executive Director | | | |
| Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815 | | Email address: Jennifer.Hernandez@seta.net | |

EXHIBIT 2

PROGRAM PERFORMANCE OVERVIEW

MODIFICATION: YEAR 4/ONE

EXHIBIT 2
MODIFICATION: YEAR 4/ONE

**BASIC AND INDIVIDUALIZED CAREER SERVICES
PROGRAM PERFORMANCE OVERVIEW**

| | | | | | | | | | | | | |
|---|-----------|-----|-----|-----------|-----|-----|-----------|------|------|---------------------------------------|------|-------|
| Job Center: Sacramento City Unified School District | | | | | | | | | | PERIOD FROM: 7/1/2023 TO 6/30/2024 | | |
| Program: Basic and Individualized Career Services | | | | | | | | | | | | |
| Registrant Flow (Cumulative) | | | | | | | | | | | | |
| Total Registrants – | Quarter 1 | | | Quarter 2 | | | Quarter 3 | | | Quarter 4 | | |
| Basic Career Services | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
| Adults/Dislocated Workers | 155 | 310 | 465 | 619 | 774 | 851 | 928 | 1083 | 1160 | 1238 | 1316 | 1394* |

*10% of the total registered participants must be enrolled in WIOA Individualized Career and/or Training services.

QUARTERLY PLAN – INDIVIDUALIZED CAREER AND TRAINING SERVICES ENROLLMENTS

| | | | | | | | | |
|------------------------------|-----------|--|-----------|--|-----------|--|-----------|--|
| Enrollment Flow (Cumulative) | | | | | | | | |
| | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | |
| Adults | 36 | | 56 | | 84 | | 112 | |
| Dislocated Workers | 7 | | 15 | | 21 | | 28 | |

Note: Deviation from plan is allowable up to a maximum -15%.

Subgrantee may be evaluated quarterly on the following, additional **real time data**: (subject to change)

- Enrollments
- Continuum of service to carry over clients
- Enrollment of special populations:
 - Disabled
 - Veteran
 - Ex-Offender
 - Seasonal Farm Worker
 - Laid Off
 - Public Assistance
 - Current/Former Foster Youth
- Training in Sacramento Works, Inc.
- Recognized Critical Occupational Clusters 90 %
- Skills Development Completion Rate 85 %
- Average Earnings
- Customer/Job Seeker Satisfaction
- Employer Satisfaction
- Number of employers receiving substantial services
- 12-month follow-up
- Use of Workshop Scheduler

Subgrantee shall be subject to the following WIOA measures: **(Measures are subject to change.)**

EXHIBIT 2
MODIFICATION: YEAR 4/ONE

| Adult Measures | Goals |
|--|--------------|
| Employment Rate 2 nd Quarter After Exit | 64% |
| Employment Rate 4th Quarter After Exit | 61% |
| Credential Attainment within 4 Quarters After Exit | 65% |
| Median Earnings 2 nd Quarter After Exit | \$6,900 |
| Skills Gain | 60% |

| Dislocated Worker Measures | Goals |
|--|--------------|
| Employment Rate 2 nd Quarter After Exit | 73% |
| Employment Rate 4th Quarter After Exit | 70% |
| Credential Attainment within 4 Quarters After Exit | 70% |
| Median Earnings 2 nd Quarter After Exit | \$8,500 |
| Skills Gain | 60% |

EXHIBIT 3

PROGRAM BUDGET AND COST ALLOCATION PLAN

WIOA ADULT

MODIFICATION: YEAR 4/ONE

**WORKFORCE INNOVATION AND OPPORTUNITY
ACT (WIOA)**

BUDGET AND COST ALLOCATION PLAN

| |
|---|
| |
| Subgrant #: 074201SWCS(E3) |
| <input type="checkbox"/> Original or <input checked="" type="checkbox"/> Mod # YEAR 4/ONE |
| Activity: Basic and Individualized Career Services – ADULT |

| | |
|--|---------------------------------|
| Subgrantee Name: Sacramento City Unified School District | |
| Street Address: 5451 Lemon Hill Avenue | City: Sacramento, CA Zip: 95824 |
| Program Contact: Susan Lytle Gilmore | Phone: (916) 395-5788 |
| Fiscal Contact: Rose F. Ramos | Phone: (916) 643-9055 |
| E-Mail Address: rose-f-ramos@scusd.edu | |
| BUDGET PERIOD: 7/1/2023 through 6/30/2024 | |

| BUDGET SUMMARY - COST REIMBURSEMENT | | | |
|---|-------------------|----------------------------|------------------|
| TYPE OF COST | SETA SHARE | LEVERAGED RESOURCES | TOTAL |
| A. Personnel Costs | \$193,237 | \$56,742 | \$249,979 |
| B1. Fixed Asset Purchases | | | |
| B2. Other Equipment Costs | | | |
| C. Other Costs | \$7,563 | \$536,508 | \$544,071 |
| Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)** | \$200,800 | \$593,250 | \$794,050 |
| D. Direct Participant Costs* (Scholarships/Supportive/Vendor Services) | \$32,000 | | \$32,000 |
| Total Costs: | \$232,800 | \$593,250 | \$826,050 |

*Available for obligation only. Modification of this line item requires SETA approval.

**A minimum of 20% of the funds must be expended on providing training services.

COST ALLOCATION PLAN

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

| Cost Item | Use abbreviation at bottom of page | |
|-----------------------------|------------------------------------|---------------|
| | Budget | Cost Category |
| A. Personnel Costs | ST/DC | ST/DC |
| | | |
| B. Equipment Costs | N/A | N/A |
| | | |
| C. Other Costs | DC | DC |
| | | |
| D. Direct Participant Costs | DC | DC |

ABBREVIATIONS: (Some commonly used methods. If a method you use is not listed, add it to the list)

- DC = Direct Charge: Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.
- ST = Staff time: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.
- SF = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.
- SF/ST = Square Footage Combined with Time of Staff Using Space: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.
- #S = Number Served: Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.
- U = Usage: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be : _____

EXHIBIT 3

| <u>A. PERSONNEL COSTS</u> | | Costs For This Program | | | | | |
|--|------------------|------------------------|------------------|--------|------------|---------------------|-----------|
| 1. Job Title | Dates From-To | Full Salary Per Year | Number of Months | SETA % | SETA SHARE | Leveraged Resources | TOTAL |
| Job Coach | 7/1/23 - 6/30/24 | \$83,832 | 12 | 100% | \$83,832 | | \$83,832 |
| Job Coach | 7/1/23- 6/30/24 | \$41,527 | 12 | 32% | \$13,224 | | \$13,224 |
| Adult Education Clerk | 7/1/23- 6/30/24 | \$43,164 | 12 | 26% | \$11,223 | \$31,941 | \$43,164 |
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| | | | | | | | |
| Total Salaries | | | | | \$108,279 | \$31,941 | \$140,220 |
| 2. Total Fringe Benefits (Employer's Contribution Only) | | 78% of Salaries | | | | | |
| (Average) | | | | | \$84,958 | \$24,801 | \$109,759 |
| Total Personnel Costs (Salaries + Fringe Benefits) | | | | | \$193,237 | \$56,742 | \$249,979 |

EXHIBIT 3

| B. EQUIPMENT COSTS | | Full Purchase Price x SETA % | Costs For This Program | | |
|--|---------------------------|---|------------------------|---------------------|-------|
| | | | SETA SHARE | LEVERAGED RESOURCES | TOTAL |
| 1. Purchases of Fixed Assets | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Purchases of Fixed Assets | | | | | 0 |
| 2. Other Equipment Costs | | Full Purchase Price x SETA % Or Full Cost/Mo. X # Mos. X SETA % | | | |
| P, L, R, or | P = Purchase L = Lease | | | | |
| D | R = Rent D = Depreciation | | | | |
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| | | | | | |
| Total Other Equipment Costs | | | | | 0 |
| Total Equipment Costs (Purchases of Fixed Assets + Other Equipment Costs) | | | | | 0 |

Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than 1 year.

EXHIBIT 3

| C. OTHER COSTS | Full Cost Information x SETA % | Costs For This Program | |
|---|--------------------------------|------------------------|---------------------|
| | | SETA SHARE | LEVERAGED RESOURCES |
| 1. Direct | | | TOTAL |
| Facility: SCUSD | \$41,230 x 12 months 0% | 0 | \$494,760 |
| Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease | | | |
| Owned: <input type="checkbox"/> Depreciation | | | |
| Address: 5451 Lemon Hill Avenue, Sacramento, CA 95824 | | | |
| Utilities | \$3,021 x 12 months 0% | 0 | \$36,252 |
| Telephone | | | |
| Office Supplies | | | |
| Duplication/Printing | | | |
| Other: Cannon Copier Rental (AJCC) | \$458 x 12 months 0% | 0 | \$5,496 |
| Insurance: Fidelity/Depositors' Forgery | | | |
| Property | | | |
| General Liability | | | |
| Vehicle Liability | | | |
| Other: | | | |
| Travel: Local Mileage: | | | |
| Other: | | | |
| Subcontracts: | | | |
| Total Direct Costs | | | \$536,508 |
| 2. *Indirect Costs - Approved Rate: 3.26 % x Direct Costs of \$232,000 | | \$7,563 | \$7,563 |
| Total Other Costs | (Direct + Indirect) | \$7,563 | \$536,508 |
| | | | \$544,071 |

*Attach copy of approval letter from cognizant agency

EXHIBIT 3

| <u>D. DIRECT PARTICIPANT COSTS*</u> | | COSTS FOR THIS PROGRAM | |
|--|-----------------|------------------------|-----------------|
| Type/Cost Information | SETA SHARE | LEVERAGED RESOURCES | TOTAL |
| 1. Scholarships/Supportive/Vendor Services | \$32,000 | | \$32,000 |
| Total Direct Participant Costs | \$32,000 | | \$32,000 |

*Available for obligation only. Modification of this line item requires SETA approval.

EXHIBIT 3
PROGRAM BUDGET AND COST ALLOCATION PLAN
WIOA DISLOCATED WORKER
MODIFICATION: YEAR 4/ONE

**WORKFORCE INNOVATION AND OPPORTUNITY
ACT (WIOA)**

BUDGET AND COST ALLOCATION PLAN

| |
|---|
| |
| Subgrant #: 074201SWCS(E3) |
| <input type="checkbox"/> Original or <input checked="" type="checkbox"/> Mod # YEAR 4/ONE |
| Activity: Basic and Individualized Career Services – Dislocated Worker |

| | |
|--|---------------------------------|
| Subgrantee Name: Sacramento City Unified School District | |
| Street Address: 5451 Lemon Hill Avenue | City: Sacramento, CA Zip: 95824 |
| Program Contact: Susan Lytle Gilmore | Phone: (916) 395-5788 |
| Fiscal Contact: Rose F. Ramos | Phone: (916) 643-9055 |
| E-Mail Address: rose-f-ramos@scusd.edu | |
| BUDGET PERIOD: 7/1/2023 through 6/30/2024 | |

| BUDGET SUMMARY - COST REIMBURSEMENT | | | |
|---|-----------------|---------------------|------------------|
| TYPE OF COST | SETA SHARE | LEVERAGED RESOURCES | TOTAL |
| A. Personnel Costs | \$48,303 | | \$48,303 |
| B1. Fixed Asset Purchases | | | |
| B2. Other Equipment Costs | | | |
| C. Other Costs | \$1,897 | \$536,508 | \$538,405 |
| Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)** | \$50,200 | \$536,508 | \$586,708 |
| D. Direct Participant Costs* (Scholarships/Supportive/Vendor Services) | \$8,000 | | \$8,000 |
| Total Costs: | \$58,200 | \$536,508 | \$594,708 |

*Available for obligation only. Modification of this line item requires SETA approval.

**A minimum of 20% of the funds must be expended on providing training services.

COST ALLOCATION PLAN

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

| Cost Item | Use abbreviation at bottom of page | |
|-----------------------------|------------------------------------|---------------|
| | Budget | Cost Category |
| A. Personnel Costs | ST/DC | ST/DC |
| B. Equipment Costs | N/A | N/A |
| C. Other Costs | DC | DC |
| D. Direct Participant Costs | DC | DC |

ABBREVIATIONS: (Some commonly used methods. If a method you use is not listed, add it to the list)

- DC = Direct Charge: Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.
- ST = Staff time: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.
- SF = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.
- SF/ST = Square Footage Combined with Time of Staff Using Space: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.
- #S = Number Served: Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.
- U = Usage: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be : _____

EXHIBIT 3

| <u>A. PERSONNEL COSTS</u> | | | | | | | |
|--|----------------|----------------------|------------------|--------|------------------------|---------------------|-----------------|
| 1. Job Title | Dates From-To | Full Salary Per Year | Number of Months | SETA % | Costs For This Program | | |
| | | | | | SETA SHARE | Leveraged Resources | TOTAL |
| Job Coach | 7/1/23-6/30/24 | \$41,527 | 12 | 68% | \$28,303 | | \$28,303 |
| | | | | | | | |
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| | | | | | | | |
| Total Salaries | | | | | \$28,303 | | \$28,303 |
| 2. Total Fringe Benefits (Employer's Contribution Only (Average)) | | 71% of Salaries | | | \$20,000 | | \$20,000 |
| Total Personnel Costs (Salaries + Fringe Benefits) | | | | | \$48,303 | | \$48,303 |

EXHIBIT 3

| <u>B. EQUIPMENT COSTS</u> | | Full Purchase Price x SETA % | Costs For This Program | |
|----------------------------------|---|---|-------------------------------|---------------------|
| | | | SETA SHARE | LEVERAGED RESOURCES |
| 1. Purchases of Fixed Assets | | | | TOTAL |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Purchases of Fixed Assets | | | | 0 |
| 2. Other Equipment Costs | | Full Purchase Price x SETA % Or Full Cost/Mo. X # Mos. X SETA % | | |
| P, L, R, or D | P = Purchase L = Lease R = Rent D = Depreciation | | | |
| | | | | |
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| | | | | |
| | | | | |
| Total Other Equipment Costs | | | | 0 |

Total Equipment Costs (Purchases of Fixed Assets + Other Equipment Costs)
 Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than 1 year.

EXHIBIT 3

| C. OTHER COSTS | Full Cost Information x SETA % | Costs For This Program | |
|---|--------------------------------|------------------------|---------------------------|
| | | SETA SHARE | LEVERAGED RESOURCES TOTAL |
| 1. Direct | \$41,230 x 12 months 0% | | \$494,760 |
| Facility: SCUSD | | | |
| Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease | | | |
| Owned: <input type="checkbox"/> Depreciation | | | |
| Address: 5451 Lemon Hill Avenue, Sacramento, CA 95824 | | | |
| Utilities | \$3,021 x 12 months 0% | \$36,252 | \$36,252 |
| Telephone | | | |
| Office Supplies | | | |
| Duplication/Printing | | | |
| Other: Cannon Copier Rental (AJCC) | | | |
| Insurance: Fidelity/Depositors' Forgery | \$458 x 12 months 0% | \$5,496 | \$5,496 |
| Property | | | |
| General Liability | | | |
| Vehicle Liability | | | |
| Other: | | | |
| Travel: Local Mileage: | | | |
| Other: | | | |
| Subcontracts: | | | |
| Total Direct Costs | | \$536,508 | \$536,508 |
| 2. *Indirect Costs - Approved Rate: 3.26 % x Direct Costs of \$58,200 | | \$1,897 | \$1,897 |
| Total Other Costs | (Direct + Indirect) | \$1,897 | \$538,405 |

*Attach copy of approval letter from cognizant agency

EXHIBIT 3

| <u>D. DIRECT PARTICIPANT COSTS*</u> | COSTS FOR THIS PROGRAM | | | |
|--|------------------------|------------|---------------------|----------------|
| | Type/Cost Information | SETA SHARE | LEVERAGED RESOURCES | TOTAL |
| 1. Scholarships/Supportive/Vendor Services | \$8,000 | | \$8,000 | |
| Total Direct Participant Costs | \$8,000 | | \$8,000 | \$8,000 |

*Available for obligation only. Modification of this line item requires SETA approval.

EXHIBIT 4
SPECIAL CONDITIONS
MODIFICATION: YEAR 4/ONE

**EXHIBIT 4
MODIFICATION: YEAR 4/ONE**

SPECIAL CONDITIONS

The Service Provider Subgrant under the WIOA between the Sacramento Employment and Training Agency and Sacramento City Unified School District is subject to the special condition(s) and timeframe(s) outlined below:

| <u>Condition(s)</u> | <u>Timeframe(s)</u> |
|---|--------------------------|
| 1. SUBGRANTEE shall expend a minimum of 20 percent of all WIOA Adult and Dislocated Worker funds on providing training services. | Entire term of SUBGRANT. |
| 2. SUBGRANTEE shall maintain all insurance coverage and is expressly required by this Exhibit to immediately notify SETA if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be cancelled, non-renewed, reduced in scope or limits or otherwise materially changed. SUBGRANTEE shall provide thirty (30) days written notice to SETA prior to such change. Ten (10) days prior written notice shall be provided to SETA in the event of cancellation due to non-payment of premium. Failure to maintain required insurance shall be considered a material breach of the SUBGRANT. | Entire term of SUBGRANT. |

EXHIBIT 13

**STANDARD CONDITIONS TO SERVICE PROVIDER
SUBGRANT UNDER THE WORKFORCE
INNOVATION AND OPPORTUNITY ACT**

MODIFICATION: YEAR 4/ONE

**STANDARD CONDITIONS
TO
SERVICE PROVIDER SUBGRANT**

1. Purpose of Standard Conditions

The Sacramento Employment and Training Agency (“SETA”) is a Grant Recipient and Administrator under the Workforce Innovation and Opportunity Act (“WIOA”), as enacted or as it may be amended. SUBGRANTEE is a SUBGRANTEE of SETA under WIOA and desires to operate a program under WIOA strictly in accordance with said statutes, all applicable federal, state and local laws and administrative regulations, applicable policies of SETA, and these STANDARD CONDITIONS TO SERVICE PROVIDER SUBGRANT (hereinafter the “SUBGRANT”). These STANDARD CONDITIONS set forth terms and conditions applicable to, and are incorporated by reference and made a part of, a SERVICE PROVIDER SUBGRANT (hereinafter the “SUBGRANT”) between SETA and SUBGRANTEE. SUBGRANTEE shall operate the activities in accordance with: the WIOA and the regulations promulgated thereunder; the Governor’s policies and procedures issued pursuant to the WIOA, and any amendments thereto, or any new legislation, regulation, policy and/or procedure which may replace the WIOA; all applicable federal, state and local laws and administrative regulations, and applicable SETA and state policies and procedures; and each of the following documents and Exhibits incorporated by reference and made a part of the SUBGRANT - *Response to Request for Proposals* prepared by SUBGRANTEE and separately submitted to SETA; Exhibit 1 - *Resolution Authorizing Execution of WIOA Service Provider Subgrant*; Exhibit 2 - *Program Performance Overview*; Exhibit 3 - *Program Budget and Cost Allocation Plan*; Exhibit 4 - *Special Conditions*, if any; Exhibit 5 - *WIOA Assurances and Certifications*; Exhibit 6 - *Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures*; Exhibit 7 - *Policy on Advances*; Exhibit 8 - *Intellectual Property Provisions*; Exhibit 9 - *Insurance Requirements*; Exhibit 10 - *Nondiscrimination Addendum*; Exhibit 11 - *WIOA Complaint/Grievance Procedures*; Exhibit 12 - *Policy on Confidentiality of Participant Records*; and Exhibit 13 - *Standard Conditions to Service Provider Subgrant*.

2. Evidence of Nonprofit Status

If SUBGRANTEE is not a public agency as defined by applicable law, SUBGRANTEE shall submit proof of continuing nonprofit status to SETA. Evidence of nonprofit status,

EXHIBIT 13

in accordance with SETA's prequalification requirements, shall be on file with SETA prior to execution of the SUBGRANT. This evidence must include proof that the nonprofit corporation is run by a local board of directors. As used herein, "local board of directors" means that a majority of the members of the board of directors must reside in Sacramento County.

3. Term

The term of the SUBGRANT shall be as set forth on the front page of the SUBGRANT. SUBGRANT funds shall not, without advance written approval by SETA, be obligated before the beginning of the term or after the ending of the term.

4. Extension of Term

SETA may, at any time prior to termination of the SUBGRANT, in its sole discretion, extend the term of the SUBGRANT up to the maximum number of annual extensions set forth on the front page of the SUBGRANT by giving notice to SUBGRANTEE prior to July 1 in any given year. Any such extension shall be consistent with GRANT funding limitations, on the same terms and conditions, except that the amount of funding may be less than or greater than the amount identified in the SUBGRANT and may include, in the sole discretion of SETA, a cost-of-living adjustment (COLA) up to a maximum equal to the average All Cities CPI or no more than that proposed in SUBGRANTEE's proposal, whichever is lower. Any proposed COLA must, at a minimum, be justified by actual increases in operating costs and properly documented and negotiated with SETA's contracts accountant. Such justification does not, however, guarantee receipt of a COLA, which remains solely within the discretion of SETA. Should the amount of funding be different than identified in the SUBGRANT, program and budget modifications shall be made in proportion to this change. In addition, SETA may, in its sole discretion, provide for a unilateral modification which may provide for changes in SUBGRANTEE's performance in order to comply with applicable federal, state and/or SETA regulations, directives and policies.

5. Payment/Reporting/Fiscal Management

SETA shall reimburse SUBGRANTEE for allowable and authorized costs incurred in the performance of the SUBGRANT in accordance with the following:

(a) Total Reimbursement

Total reimbursement under the SUBGRANT shall not exceed the Award Amount set forth on the front page of the SUBGRANT.

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Reimbursement of costs incurred in the performance of the SUBGRANT shall be based on the timely filing of required reports by SUBGRANTEE. SUBGRANTEE shall be responsible for filing monthly reports with SETA no later than ten (10) calendar days after the end of each month during the term of the SUBGRANT. SETA may require SUBGRANTEE to submit other and additional reports or may require SUBGRANTEE to submit reports on a more frequent basis. These reports shall be submitted on forms provided by SETA or in the form required by SETA, and shall contain all data and information deemed necessary by SETA including, but not limited to, information or data concerning both quality and quantity of program performance setting forth the extent to which the program performance goals and standards have been met. Continued or repeated failure of SUBGRANTEE to submit timely and/or complete reports may, at the option of SETA, result in suspension and/or termination of the SUBGRANT.

(c) Final Report

All obligations incurred in the performance of the SUBGRANT must be reported to SETA within thirty (30) calendar days following the termination of the SUBGRANT to be binding upon SETA for reimbursement. Failure to timely report such obligations or debts shall be the liability solely of SUBGRANTEE.

(d) Authorized, Reimbursable and Allowable Costs

Authorized, reimbursable and allowable costs shall be determined by SETA in accordance with the Program Budget and Cost Allocation Plan approved by SETA, attached as Exhibit 3 to the SUBGRANT and incorporated therein by reference. Supplies, materials, equipment or services purchased with SUBGRANT funds shall be used solely for purposes allowed under the SUBGRANT. In order to be eligible for reimbursement under the SUBGRANT, performance and all expenditures must be consistent with said Program Budget and Cost Allocation Plan, the SUBGRANT, and all applicable laws and regulations, including SETA policies and procedures. Expenditures of SUBGRANTEE must be commensurate with the service provided and shall not exceed allowable budget amounts without a formally-approved budget modification. SETA reserves the right, in its sole discretion, to adjust SUBGRANTEE's claims if such claims are not commensurate with the services rendered. If SUBGRANTEE's claims exceed the level of cost per

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participant served, they may be subject to a reduction. Funding provided pursuant to the SUBGRANT will not be used by SUBGRANTEE to offset funding otherwise available from the State of California (hereinafter referred to as the "State") or SETA in SUBGRANTEE's operations of WIOA programs, nor shall such funds be used to duplicate facilities or services available in Sacramento County (with or without reimbursement) from federal, State or local sources without the express written approval of SETA.

(e) Procurement

SUBGRANTEE, in its procurement activities under the SUBGRANT, shall comply with all applicable federal and State procurement regulations, as well as other applicable federal, State and SETA guidelines, procedures and policies. SUBGRANTEE agrees to assume all responsibility for such SUBGRANTEE procurement activities and agrees to indemnify and hold SETA harmless from any audit exceptions relative to a violation by SUBGRANTEE of any procurement requirement.

- (1) Contracts for Professional Services - Pursuant to the provisions of the federal Office of Management and Budget ("OMB") requirements contained in the OMB Super Circular (2 CFR Part 200) and any applicable implementing regulations or any subsequently-promulgated replacement OMB Circulars or regulations, whichever are applicable, costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of SUBGRANTEE and who perform services on an intermittent or occasional basis, are allowable when reasonable in relation to the services rendered.
- (2) Fixed Assets - Expenditures for fixed assets shall be approved by SETA prior to the purchase of such fixed assets by SUBGRANTEE. If fixed assets are approved in the annual budget, no further approvals are required. If fixed assets are not included in the approved annual budget, SUBGRANTEE shall obtain written approval of SETA prior to purchasing the fixed assets. If fixed assets are to be used for more than the WIOA program, the cost shall be allocated accordingly. For the purpose of the SUBGRANT, fixed assets shall be defined in accordance with SETA's Fixed Assets, Information Technology and Low-Value Inventory Policies

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and Procedures, attached as Exhibit 6 to the SUBGRANT and incorporated therein by reference.

(f) Separate Accounting/Advances

SUBGRANTEE shall keep a separate accounting for the funds provided under the SUBGRANT, and no part of any funds advanced shall be commingled with other funds of SUBGRANTEE. Advance payments shall be made in accordance with SETA's Policy on Advances, attached as Exhibit 7 to the SUBGRANT and incorporated therein by reference. All WIOA funds must be deposited in a bank account at a financial institution insured by the FDIC, and any balance exceeding the FDIC coverage must be collaterally secured. SETA shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

(g) Minority Businesses

SUBGRANTEE acknowledges that, consistent with the national and state goal of expanding the opportunities for minority business enterprises, SUBGRANTEE and its subcontractors are encouraged to use minority-owned banks (banks which are owned at least fifty percent (50%) by minority group members). A list of minority-owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, D.C. 20230.

(h) Claim Funds

Approved claims shall be paid only from funds granted to SETA by the State of California, Employment Development Department (hereinafter referred to as the "EDD") pursuant to WIOA, and SUBGRANTEE hereby waives any claim it may have against any other funds of SETA. The SUBGRANT is valid and enforceable only if sufficient funds are made available to SETA by the EDD for the purpose of conducting the program identified in the SUBGRANT. Any expenditures or obligations by SUBGRANTEE made prior to the commencement date of the term of SETA's agreement with the EDD will not be accepted by SETA for reimbursement and SETA shall have no obligation to SUBGRANTEE regarding these claims or any costs or debts incurred by SUBGRANTEE prior to such commencement date.

(i) Close-Out

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SUBGRANTEE agrees to cooperate fully with SETA to ensure that the program authorized in the SUBGRANT is "closed-out" within thirty (30) calendar days of the termination of the SUBGRANT. Full cooperation shall require SUBGRANTEE to complete and to furnish to SETA a number of documents which SETA shall specify. All unexpended funds shall revert to SETA.

(j) Travel and Per Diem Costs

SUBGRANTEE shall not be reimbursed for any travel or per diem costs at rates that exceed those paid to SETA employees or to non-represented State employees (see Title 2 California Code of Regulations Section 599.619), whichever is lower. Out-of-state travel expenses are not reimbursable without prior authorization. Prior written authorization may be obtained by entering estimated out-of-state travel in the Program Budget and Cost Allocation Plan. Out-of-state travel expenses which are not specifically approved are not allowable.

6. Accounting, Records, Reports, Audit, Inspection

(a) Establishment and Maintenance of Records

- (1) All records maintained by SUBGRANTEE shall meet the federal OMB requirements contained in the OMB Super Circular (2 CFR Part 200), any applicable federal regulations implementing the Super Circular and any subsequently-promulgated replacement circular.
- (2) SUBGRANTEE shall establish such fiscal controls, recordkeeping and accounting procedures as required by WIOA and State and federal regulations and as may be deemed necessary by the Governor or SETA to ensure the proper disbursement of, and accounting for, funds paid to SUBGRANTEE pursuant to the SUBGRANT. SUBGRANTEE shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established which proves that the expenditure of funds under the SUBGRANT is in accordance with the terms of the SUBGRANT, applicable federal and State regulations and circulars, and SETA policies and procedures. If SUBGRANTEE is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

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- (3) SUBGRANTEE shall maintain a financial management system that provides for the following:
- (i) Accurate, current and complete disclosure of the financial status of the SUBGRANT;
 - (ii) Records that identify adequately the source and application of funds for State and federally-supported activities. These records shall contain information pertaining to State and federally-funded awards, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures;
 - (iii) Effective control over and accountability for all funds, property and other assets;
 - (iv) Procedures prohibiting volunteers from handling funds or fiscally significant documents received from or submitted to SETA;
 - (v) A comparison of actual expenditures with budgeted amounts and the relationship of specific performance and costs incurred;
 - (vi) Procedures for determining reasonableness, allowability and allocability of costs;
 - (vii) Accounting records that are supported by source documentation; and
 - (viii) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- (4) SETA reserves the right to review services, service levels and billing procedures as these impact charges against the SUBGRANT.
- (5) Upon request from SETA, SUBGRANTEE shall submit a certificate prepared by an independent accountant stating that SUBGRANTEE's accounting system and internal controls are adequate to record and safeguard the assets entrusted to SUBGRANTEE.
- (b) Income Generation
- SUBGRANTEE shall timely report to SETA the source and amount of any income generated as a result of services, activities and/or disposition of equipment funded under the SUBGRANT and shall abide by SETA directives regarding the use of such income. SUBGRANTEE shall not expend SUBGRANT-related income unless or until authorized, in writing, by SETA.

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(c) Coordination of WIOA Training Funds

WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay the costs of their training, or require additional assistance to pay for such training. SUBGRANTEE shall coordinate training funds available and make funding arrangements with America's Job Center of California partners and other entities to apply these provisions. SUBGRANTEE shall consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIOA funds supplement other sources of training grants. Other government Education Assistance Programs include, but are not limited to, the Pell Grant program, the Supplemental Education Opportunity Grant program, the Work-study program, and federal loan programs such as federal Perkins Loans, federal Stafford Loans and federal Direct Stafford Loans, Cal Grant C and California Guaranteed Student Loans. Receipt of Education Assistance Program funds shall be recorded in the Individual Employment Plan of each participant, which shall identify the participant's training-related financial assistance needs and the mix of WIOA and other education assistance program funds, including Pell Grant funds. SUBGRANTEE shall ensure, to the maximum extent practicable, that available federal, state, and local resources are coordinated sufficiently to meet the training and education-related costs of services, so that the participant can afford to complete the agreed-upon program successfully.

(d) Additional Funding

SUBGRANTEE shall notify SETA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, SETA, in its sole discretion, may reduce payment to SUBGRANTEE hereunder upon redetermination of the appropriateness of the reimbursement of costs under the SUBGRANT.

(e) Reports

SUBGRANTEE shall maintain such program and fiscal records and shall make such program and fiscal reports as may be required by SETA. SUBGRANTEE shall comply with procedures established by SETA regarding timely completion and submission of required reports.

(f) Preparation of Records and Examination of Records and Facilities

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SUBGRANTEE shall prepare and maintain records as required by SETA which relate to SUBGRANTEE'S performance under the SUBGRANT, specifically including, but not limited to, records pertaining to program activities, service delivery and fiscal and administrative controls. At any reasonable time or during normal business hours, SETA, the U.S. Department of Labor (hereinafter referred to as the "DOL"), the EDD, the Office of Inspector General (hereinafter the "OIG") and the Comptroller General, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records or other records of SUBGRANTEE and all subcontractors that are pertinent to the SUBGRANT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of SUBGRANTEE. This right also includes timely and reasonable access to SUBGRANTEE and all subcontractor personnel for the purposes of interview and discussion related to such documents. This right of access shall continue as long as the records are retained but, in no event, be less than the required retention period set forth in Paragraph 6(h), below. SETA shall have the further right to observe, monitor, evaluate and examine SUBGRANTEE's program operation and its offices and facilities utilized in the performance of the SUBGRANT.

(g) Participant Files

SUBGRANTEE shall ensure that SUBGRANTEE and all subcontractors will maintain individual participant case files and make these files available to and open for inspection by appropriate SETA, EDD and federal DOL representatives.

(h) Preservation of Records

SUBGRANTEE shall preserve and make available all of its records related to the SUBGRANT and any extension or renewal thereof, including, but not limited to, all financial, statistical, property and participant records and supporting documentation until the expiration of such period of time as required by applicable law or notification from SETA, but in no event less than the expiration of four (4) years from the later of:

- (1) The date of final payment to SUBGRANTEE under the SUBGRANT and any extension or renewal thereof and all other pending matters are closed;
- (2) The end of the fiscal year during which the SUBGRANT or any extension or renewal thereof is terminated; or

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(3) The completion and finalization of all pending federal, State and SETA audits for the fiscal year during which the SUBGRANT is terminated.

If, at the end of four (4) years, there is ongoing litigation or any claim or audit remains unresolved, SUBGRANTEE shall retain the records until final resolution of such litigation, claim or audit. If the SUBGRANT is terminated or if SUBGRANTEE is not refunded in subsequent years, this record retention requirement remains applicable. At SETA's sole option, some or all of the records may be ordered transferred to SETA. To the extent that such records are transferred to SETA, this retention requirement is not applicable to SUBGRANTEE. In the event the records pertaining to the SUBGRANT are maintained outside Sacramento County, California, SUBGRANTEE shall, at its sole cost, make said records available at SETA's principal place of business within five (5) working days after receipt of written notice from SETA.

(i) Documentation of Costs

All costs shall be supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll and accounting documents, pertaining in whole or in part to the SUBGRANT, shall be clearly identified and readily accessible.

(j) Support of Salaries and Wages

Charges to the program for salaries and wages of SUBGRANTEE's employees shall be based upon documented payrolls approved by a responsible official of SUBGRANTEE. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports reflecting the distribution of activity of each employee must be maintained for all staff members, professional and nonprofessional, whose compensation is charged, in whole or in part, directly to the SUBGRANT. Reports maintained by SUBGRANTEE to satisfy these requirements shall meet the following standards:

- (1) The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support for charges to the program.

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- (2) Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to SUBGRANTEE.
 - (3) The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and shall state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the periods covered by the reports.
 - (4) The reports shall be prepared at least monthly and shall coincide with the appropriate reporting period.
 - (5) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, shall also be supported by records indicating the total number of hours worked each day, maintained in accordance with DOL regulations implementing the Fair Labor Standards Act. For the purpose of the SUBGRANT, the term “nonprofessional” employee shall have the same meaning as “nonexempt” employee under the Fair Labor Standards Act.
 - (6) Salaries and wages shall be paid in accordance with the Program Budget and Cost Allocation Plan, attached to the SUBGRANT as Exhibit 3 and incorporated therein by reference.
- (k) Disallowed Costs
SUBGRANTEE will be liable for and will repay to SETA any amounts expended under the SUBGRANT found not to be in accordance with the WIOA and the provisions of the SUBGRANT including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under the WIOA.
- (l) Audit and Monitoring
SUBGRANTEE shall comply with the audit requirements set forth in the Super Circular (2 CFR Part 200) and any applicable federal implementing regulations. SUBGRANTEE is responsible for procurement of an annual audit of funds provided by SETA under the SUBGRANT as specified in the Super Circular or any subsequently-promulgated replacement circular. All agreements entered into by SUBGRANTEE with audit firms for purposes of conducting independent audits

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under the SUBGRANT shall contain a clause permitting SETA, the federal government and the State of California, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by the SUBGRANT if such payment is authorized by the Super Circular or any subsequently-promulgated replacement circular. Said audit shall be conducted in accordance with generally accepted accounting principles and auditing standards. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants ("AICPA") and any other applicable state and federal guidelines. In addition, the audit shall break out and report contracts by both contract and grant year, rather than just by contract, in the Schedule of Expenditures of Federal Awards. The report shall show receipt and expenditure of the funds provided under the SUBGRANT. SUBGRANTEE shall provide SETA one (1) copy of the audit report no later than one hundred eighty (180) calendar days after the end of SUBGRANTEE's fiscal year. Said report shall be sent to:

Fiscal Department Chief
Sacramento Employment and Training Agency
925 Del Paso Blvd.
Sacramento, CA 95815-3512

Additionally, the State of California, the California Bureau of State Audits, the federal government and SETA, or their individual designees, shall have the right to monitor and audit SUBGRANTEE and all subcontractors providing services under the SUBGRANT through on-site inspections and audits and other applicable means as the State, the Bureau of State Audits, the federal government or SETA determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of any one of the above-identified entities according to all applicable laws and regulations. SUBGRANTEE shall have the responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state and federal audit agencies directly related to provisions of the SUBGRANT. SUBGRANTEE shall be liable to SETA for the full amount of SETA's liability to the State of California or to the federal government

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resulting from any audit exceptions relating to SUBGRANTEE's performance under the SUBGRANT.

7. Special SUBGRANT Conditions

SETA shall have the right, in its sole and exclusive discretion, to impose, in accordance with applicable regulations, special conditions that correspond to the degree of risk assessed if SETA has determined that SUBGRANTEE:

- (a) Has a history of unsatisfactory performance;
- (b) Is not financially stable;
- (c) Has a management system which does not meet the management standards set forth in the SUBGRANT; or
- (d) Has not conformed to terms and conditions of a previously awarded subgrant.

Special funding restrictions shall be included in the SUBGRANT that correspond to the degree of risk assessed. Funding restrictions may include, but are not limited to:

- (i) Payment on a reimbursement basis;
- (ii) Withholding authority to proceed to next phase until receipt of evidence of acceptable performance within a given funding period;
- (iii) Requiring additional and/or more detailed financial or performance reports;
- (iv) Additional monitoring;
- (v) Requiring SUBGRANTEE to obtain specific technical or management assistance; and/or
- (vi) Establishing additional prior approvals.

If any such funding restrictions are imposed by SETA, SETA shall notify SUBGRANTEE, in writing, of:

- (i) The nature of the funding restrictions;
- (ii) The reason(s) the funding restrictions were imposed;
- (iii) The corrective actions which must be taken by SUBGRANTEE before the funding restrictions will be removed and the time allowed for completing the corrective actions; and
- (iv) The method of requesting reconsideration of the restrictions imposed.

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Any notice of special conditions shall be substantially in the form attached as Exhibit 4 to the SUBGRANT and incorporated therein by reference.

8. Deobligation of Funds

Should SUBGRANTEE fail to timely meet the performance standards as set forth in the SUBGRANT (specifically including the *Response to Request for Proposals*, submitted separately by SUBGRANTEE to SETA and hereby incorporated into the SUBGRANT by reference) for the operation of the program identified in the SUBGRANT, SETA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. Should the EDD reduce funding to SETA, SETA may, notwithstanding any other provision of the SUBGRANT, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. In the event of deobligation, SETA may unilaterally amend the SUBGRANT identifying the deobligation. SETA shall have no liability to SUBGRANTEE based upon said deobligation or termination, specifically including, but not limited to, any liability for SUBGRANTEE's consequential damages.

9. Suspension or Disallowance of Payments/Suspension of Performance

SETA may at any time elect, in its sole discretion and without any liability to SUBGRANTEE, including, but not limited to, liability for consequential damages, and notwithstanding any other provision of the SUBGRANT, to suspend or disallow payment to SUBGRANTEE in whole or in part under the SUBGRANT, and/or to suspend performance under the SUBGRANT, in the event of any of the following occurrences:

- (a) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of suspension on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (1) false information is contained in any certification; or (2) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (b) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;

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- (c) If SUBGRANTEE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (d) If SUBGRANTEE shall fail to submit timely and/or complete claim forms;
- (e) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of its activities and program;
- (f) If SUBGRANTEE maintains a pattern of discrimination;
- (g) If SUBGRANTEE is in default of any of the provisions of the SUBGRANT or violates any of the covenants, assurances, stipulations or conditions of the SUBGRANT;
- (h) If SUBGRANTEE shall fail, for any reason, to fulfill in a timely, proper and reasonable manner its obligations under the SUBGRANT;
- (i) If SUBGRANTEE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding or has a receiver appointed for its property;
- (j) If the EDD reduces funding to SETA below the amount in existence at the time the parties entered into the SUBGRANT;
- (k) If SUBGRANTEE utilizes funds provided under the SUBGRANT ineffectively or improperly;
- (l) If SUBGRANTEE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or Governor or SETA policies and procedures;
- (m) If the EDD suspends its obligations under the agreement between the EDD and SETA (should this occur and SETA is unable to give SUBGRANTEE five (5) calendar days' notice, SETA shall provide SUBGRANTEE reasonable notice under the prevailing circumstances); or
- (n) If SUBGRANTEE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or SETA.

Any obligations incurred by SUBGRANTEE during the suspension period will not be allowed unless expressly authorized by SETA in the written notice of suspension or in a specific written authorization document.

10. Termination of SUBGRANT**(a) For Debarment**

If, at any time during the term of the SUBGRANT, SUBGRANTEE is included on any federal List of Parties Excluded from Federal Procurement and Non-procurement Programs and, therefore, is debarred from receiving federal funds, the SUBGRANT shall automatically terminate at the beginning of the next ensuing program year commencing on July 1 of the year of debarment. Since SUBGRANTEE will have previously been provided with an opportunity to appeal relative to the unpaid final debt from which debarment has emanated, SUBGRANTEE shall have no right to appeal its debarred status or the termination of the SUBGRANT resulting therefrom.

(b) For Cause

SETA may terminate the SUBGRANT in the following instances by giving written notice to SUBGRANTEE at least five (5) calendar days prior to the effective termination date stated in the notice:

- (1) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of termination on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (A) false information is contained in any certification; or (B) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (2) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;
- (3) If SUBGRANTEE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (4) If SUBGRANTEE shall fail to submit timely and/or complete claim forms;

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- (5) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of its activities and program;
 - (6) If SUBGRANTEE maintains a pattern of discrimination;
 - (7) If SUBGRANTEE is in default of any of the provisions of the SUBGRANT or violates any of the covenants, assurances, stipulations or conditions of the SUBGRANT;
 - (8) If SUBGRANTEE shall fail, for any reason, to fulfill in a timely, proper and reasonable manner its obligations under the SUBGRANT;
 - (9) If SUBGRANTEE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
 - (10) If the EDD reduces funding to SETA below the amount in existence at the time the parties entered into the SUBGRANT;
 - (11) If SUBGRANTEE utilizes funds provided under the SUBGRANT ineffectively or improperly;
 - (12) If SUBGRANTEE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or Governor or SETA policies and procedures;
 - (13) If the EDD suspends or terminates its obligations under the agreement between the EDD and SETA (should this occur and SETA is unable to give SUBGRANTEE five (5) calendar days' notice, SETA shall provide SUBGRANTEE reasonable notice under the prevailing circumstances); or
 - (14) If SUBGRANTEE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or SETA.
- (c) For Convenience
SETA may terminate the SUBGRANT for convenience at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.
- (d) Payment Upon Termination

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If the SUBGRANT is terminated by SETA, as provided in this Paragraph 10, SUBGRANTEE, as its sole remedy, shall be paid for costs actually incurred to the date of termination, less the amount of any advance payment previously made and not accounted for. Upon termination of the SUBGRANT, SUBGRANTEE shall not incur any obligations after the effective date of such termination, unless expressly authorized by SETA, in writing, in the notice of termination. SETA shall not be liable for any claims of SUBGRANTEE for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under the SUBGRANT shall, at the option of SETA, become the property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding the above, SUBGRANTEE shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of the SUBGRANT by SUBGRANTEE, including SETA's liability for funds wrongfully used or misspent by SUBGRANTEE, disallowed costs, or audit exceptions under the SUBGRANT, and SETA may withhold any payment or reimbursement to SUBGRANTEE for purposes of setoff until such time as the exact amount of damages due SETA from SUBGRANTEE is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of the SUBGRANT, shall release SUBGRANTEE from its liability to SETA for wrongfully used or misspent funds or disallowed costs should the amount of those wrongfully used or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due SUBGRANTEE.

11. Procedures for Corrective Action

- (a) Whenever SETA has reasonable cause to believe that SUBGRANTEE has failed to comply with any provision of the WIOA, State of California legislation implementing the WIOA, any provision of the SUBGRANT, SETA or Governor policies or procedures, and/or applicable federal, state and local laws, executive orders, or administrative regulations, then SETA may, in lieu of immediately giving notice of termination of the SUBGRANT pursuant to the provisions of Paragraph 10 above, order corrective action and disallow, suspend or delay any and all payments under Paragraph 9 above, and/or suspend performance under the SUBGRANT, until such failure is rectified.
- (b) If corrective action is ordered, SETA shall give SUBGRANTEE reasonable written

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notice (generally no more than thirty (30) calendar days) setting forth the nature of SUBGRANTEE's noncompliance and identifying a procedure whereby SUBGRANTEE and its officers or responsible representative may have an opportunity to meet with SETA for the purpose of considering the nature of corrective action.

- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, including a detailed timetable for implementing such directions and for reporting to SETA as to the implementation process.
- (d) SETA may suspend or disallow payments to SUBGRANTEE and/or suspend performance in accordance with Paragraph 9 above during said period of corrective action.
- (e) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, SETA shall recommend to SETA's Governing Board that the SUBGRANT be terminated in accordance with the provisions of Paragraph 10 above.
- (f) Notwithstanding the provisions of this Paragraph 11, SETA shall immediately suspend the payment of funds to SUBGRANTEE when SETA has reasonable cause to believe that SUBGRANTEE has misspent or claimed funds fraudulently and shall cause to be served upon SUBGRANTEE notice of termination pursuant to Paragraph 10 above.

12. Property

- (a) Any real and personal property acquired by SUBGRANTEE pursuant to the SUBGRANT shall be subject to all rules, procedures and restrictions as set forth in all applicable federal, State and local laws and administrative regulations, including SETA's policies and procedures, and any other applicable procedures or regulations that may be established by the federal government, the State of California and/or SETA. Said property shall be used solely for purposes of fulfilling SUBGRANTEE's obligations under the SUBGRANT unless otherwise approved in writing by SETA. If real or personal property is used for other than the WIOA program, the cost shall be allocated accordingly. All property purchased must be in accordance with the provisions of the SUBGRANT, including the Program Budget and Cost Allocation Plan, attached thereto as Exhibit 3 and incorporated therein by reference. However, any other provision of the SUBGRANT

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notwithstanding, SUBGRANTEE shall not make any improvement to real property in the amount of One Thousand Dollars (\$1,000) or more or purchase any computer-related equipment without the advance written approval of SETA. Title to real and personal property purchased with funds provided under the SUBGRANT shall vest in SETA and shall, at SETA's request and discretion, be returned to SETA upon termination of the SUBGRANT. At the time of purchase of equipment under the terms hereto, SUBGRANTEE shall submit a list of such equipment in accordance with instructions from SETA.

- (b) Title to intangible personal property produced or acquired pursuant to the SUBGRANT, including patents and copyrights, shall vest and be held in accordance with applicable SETA, DOL and EDD requirements. SUBGRANTEE shall immediately report to SETA any discovery or invention that arises or is developed in the performance of or under the SUBGRANT.
- (c) SUBGRANTEE shall exercise due care in the use, maintenance, protection and preservation of SETA-owned property in SUBGRANTEE's possession or any other property purchased by SUBGRANTEE with funds provided under the SUBGRANT. Such care shall include insurance coverage against loss or damage to such property.

13. Intellectual Property Provisions

SUBGRANTEE acknowledges that its rights and the rights of SETA regarding intellectual property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions of SETA's State subgrant and, accordingly, SUBGRANTEE shall comply with the Intellectual Property Provisions attached to the SUBGRANT as Exhibit 8 and incorporated therein by reference.

14. License for Use

SETA, the federal government and the State of California shall have a royalty-free, nonexclusive and irrevocable license to publish, translate or use, now or hereafter, all material subject to copyright developed under the SUBGRANT including those covered by copyright. SETA reserves the right to use and reproduce all reports and data produced and delivered pursuant to the SUBGRANT and reserves the right to authorize others to use and reproduce such materials. Any other provision of the SUBGRANT notwithstanding, SUBGRANTEE shall grant to SETA, the federal government and the State a royalty-free, nonexclusive and irrevocable license throughout the world, for

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government purposes, to publish, translate, reproduce, deliver, perform, dispose of and to authorize others to do so, all data now or hereafter covered by copyright; provided that, with respect to data not originated in the performance of the SUBGRANT, such license shall be only to the extent that SUBGRANTEE has the right to grant such license without becoming liable to pay compensation to others because of such grant. SUBGRANTEE shall exert all reasonable effort to advise SETA, at the time of delivery of data furnished under the SUBGRANT, of all invasions of the right to privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the SUBGRANT and not licensed under this paragraph. SUBGRANTEE shall not affix any restrictive markings upon any data, and if such markings are affixed, SETA shall have the right at any time to modify, remove, obliterate or ignore such markings. SUBGRANTEE shall report to SETA, promptly and in written detail, each notice of claim of copyright infringement received by SUBGRANTEE with respect to all data delivered under the SUBGRANT.

15. Right to Reuse

If, under the provisions of the SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, then the methods, materials, logic and systems developed pursuant to the SUBGRANT shall be the property of SETA, and may be used as SETA sees fit, including the right to reuse and publish the same without limitation.

16. Insurance

During the term of the SUBGRANT, SUBGRANTEE shall maintain insurance coverages in conformance with the Insurance Requirements of Exhibit 9, attached to the SUBGRANT and incorporated therein by reference.

17. Facilities

SUBGRANTEE shall operate the program(s) funded by the SUBGRANT in facilities that meet federal, State and local safety and health laws and regulations, including, but not limited to, federal and State occupational safety and health laws and regulations and the California Safe Drinking Water and Toxic Enforcement Act of 1986, and to maintain said facilities in accordance with these laws, regulations, and any subsequent amendments thereto.

18. Personnel

(a) By signing the SUBGRANT, the SUBGRANTEE represents that it has, or will

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secure at its own expense, all personnel required to perform its obligations under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with SETA, and SUBGRANTEE shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of the SUBGRANT.

- (b) If the SUBGRANT includes services in excess of Two Hundred Thousand Dollars (\$200,000), SUBGRANTEE shall give priority consideration in filling vacancies in positions funded by the SUBGRANT to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- (c) By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that:
 - (i) No apparel, garments or corresponding accessories, equipment or supplies furnished pursuant to the SUBGRANT have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor; and
 - (ii) That SUBGRANTEE adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
- (d) All of the obligations and/or services to be performed by SUBGRANTEE pursuant to the SUBGRANT shall be performed by SUBGRANTEE or by employees of SUBGRANTEE under SUBGRANTEE's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services.
- (e) SUBGRANTEE shall ensure that in the performance of its obligations under the SUBGRANT, no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of SUBGRANTEE's obligations, as determined by SETA, shall be employed, engaged or retained.
- (f) In the event that the DOL, the EDD, or SETA, in their sole discretion, either

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singularly or jointly, at any time during the term of the SUBGRANT, desires the removal of any person or persons assigned by SUBGRANTEE to perform services pursuant to the SUBGRANT, SUBGRANTEE shall remove any such person immediately upon receiving notice from the DOL, the EDD or SETA.

- (g) SUBGRANTEE shall not substitute for personnel set forth in its proposal or the SUBGRANT without the prior written consent of SETA.

19. Maintenance of Effort

By signing the SUBGRANT, SUBGRANTEE agrees and certifies that in the performance thereof:

- (a) No currently-employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits).
- (b) SUBGRANTEE shall consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under the SUBGRANT. SUBGRANTEE's program shall not impair existing contracts for services or existing collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within thirty (30) calendar days of receipt thereof.
- (c) No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the SUBGRANT.
- (d) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

20. Debarment, Suspension, Termination and/or Revocation

- (a) By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that SUBGRANTEE will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, and any replacement regulations subsequently adopted, and

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that to the best of its knowledge that neither it nor any of its principals to be used in the performance of the SUBGRANT:

- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Has within a three (3) year period preceding the SUBGRANT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (a)(2) of this Paragraph 20; and
 - (4) Has within a three (3) year period preceding the SUBGRANT had one or more public (federal, state or local) transactions terminated for cause or default.
- (b) If unable to certify to the best of its knowledge the statements set forth above, SUBGRANTEE and/or any of its principals shall attach to the SUBGRANT an account of the circumstances and any explanations therefor.
- (c) SUBGRANTEE shall also require this certification from any subcontractors that perform services under the SUBGRANT.

21. Pro-Children Act of 1994

SUBGRANTEE shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 and SUBGRANTEE shall not permit smoking in any portion of any indoor facility owned, leased or contracted by SUBGRANTEE and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded pursuant to the SUBGRANT.

EXHIBIT 13**22. Prior Findings**

SUBGRANTEE, by signing the SUBGRANT, certifies under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the federal government, the State of California or SETA, and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

23. National Labor Relations Board Certification

By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a federal court, has been issued against SUBGRANTEE within the immediately preceding two-year period because of SUBGRANTEE's failure to comply with an order of a federal court which orders SUBGRANTEE to comply with an order of the National Labor Relations Board.

24. Wages/Salary and Bonus Limitations

SUBGRANTEE agrees to comply with applicable regulations and standards of the federal and State governments and SETA's policies and determinations in establishing wages and prices. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including any funds paid to SUBGRANTEE under the SUBGRANT, shall be used by SUBGRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter 5-06 for further clarification. The incurrence of costs and receipt of reimbursement for such costs under the SUBGRANT shall constitute certification that SUBGRANTEE has read, and is in compliance with, this condition.

25. Nepotism

No member of the immediate family of any officer, director, executive or employee of SUBGRANTEE, SETA or the EDD shall receive favorable treatment for enrollment in services provided by, or employment with, SUBGRANTEE, nor shall any individual be placed in a WIOA employment activity funded under the SUBGRANT if a member of that individual's immediate family is directly supervised by or directly supervises that individual. In addition, neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or on-the-job training position funded under WIOA, if a member of that person's immediate

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family is employed in an administrative capacity for SETA, SUBGRANTEE or any employment contractor of SUBGRANTEE. However, where an applicable federal, State or local statute regarding nepotism exists which is more restrictive than this provision, SUBGRANTEE and SUBGRANTEE's contractors shall follow the federal, State or local statute in lieu of this provision.

- (a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent and step-child.
- (b) The term "administrative capacity" refers to positions involving overall administrative responsibility for a program, including members of SETA's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of SUBGRANTEE, or where that individual would be the supervisor of an individual paid with funds provided under the SUBGRANT or performing duties under the SUBGRANT.
- (c) The term "staff position" refers to all staff positions providing services under WIOA, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Standards of Conduct/Conflict of Interest

- (a) Every reasonable course of action shall be taken by SUBGRANTEE in order to maintain the integrity of the expenditure of public funds pursuant to the SUBGRANT and to avoid favoritism and questionable or improper conduct. The SUBGRANT shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. SUBGRANTEE shall conform to the nondiscrimination requirements as referenced in WIOA Section 188.
- (b) Neither an officer, director, executive or employee of SUBGRANTEE, nor an elected official in the area or a member of a Workforce Investment Board, shall solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by SETA or SUBGRANTEE.
- (c) SUBGRANTEE shall avoid organizational conflict of interest, and its officers, directors, executives and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the

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performance of the SUBGRANT, in awarding financial assistance and in the conduct of procurement activities involving WIOA funds.

- (d) SUBGRANTEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (e) SUBGRANTEE shall abide by all applicable federal and State laws and regulations and SETA's policies regarding conflict of interest.

27. Employment of Former State Employees

SUBGRANTEE shall ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by the SUBGRANT will not be assigned to any part or phase of the activities conducted pursuant to the SUBGRANT for a period of not less than two (2) years following the termination of such employment.

28. Nondiscrimination/Equal Opportunity

In addition to the Nondiscrimination and Equal Opportunity assurances contained in the Assurances and Certifications attached as Exhibit 5 to the SUBGRANT and the Nondiscrimination Addendum attached as Exhibit 10 to the SUBGRANT (each incorporated therein by reference), the SUBGRANT and any subcontract thereunder is subject to, and by executing this SUBGRANT, SUBGRANTEE certifies that it will comply fully with the following laws: (a) the President's Executive Order 11246 entitled "Equal Employment Opportunity," and any subsequent amendments thereto specifically including the President's Executive Order 11375 and supplemented in 41 CFR, Part 60, as amended; (b) The Americans with Disabilities Act of 1990 (Public Law 101-336), and any subsequent amendments thereto; (c) Title VI and Title VII of the Civil Rights Act of 1964, and any subsequent amendments thereto; (d) Revised Order #4 of the Federal Register; (e) the California Fair Employment and Housing Act, and any subsequent amendments thereto; and (f) all requirements imposed by or pursuant to regulations of the DOL, the EDD and SETA. SUBGRANTEE shall ensure that any service, financial aid program or other benefit to be provided by SUBGRANTEE under the SUBGRANT or any activity supported by the SUBGRANT shall be furnished without discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including

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limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall not deny any individual an opportunity to participate in, or enjoy the services or benefits of, the SUBGRANT on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall also state in all solicitations or advertisements for employment placed by or on behalf of SUBGRANTEE, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall recognize the right of SETA,

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the United States Government and/or the State of California to seek judicial enforcement of the foregoing covenants against discrimination.

29. Section 504 of the Rehabilitation Act

SUBGRANTEE shall abide by the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise-qualified individual with a disability shall, by reason of his or her disability, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

30. Complaints/Grievances

SUBGRANTEE shall provide a process for dealing with grievances and complaints from participants and other interested parties affected by SUBGRANTEE's programs funded pursuant to the SUBGRANT. This system shall be in accordance with the WIOA Complaint/Grievance Procedures issued by SETA, attached to the SUBGRANT as Exhibit 11 and incorporated therein by reference.

31. Coordination of Programs and Activities

SUBGRANTEE shall, to the maximum extent feasible, coordinate all programs and activities supported under the SUBGRANT with other programs under the WIOA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

32. Confidentiality

SUBGRANTEE shall abide by all applicable laws, regulations, Governor and SETA policies and procedures regarding the release of participant identities and information. A copy of SETA's Policy on Confidentiality of Participant Records is attached to the SUBGRANT as Exhibit 12 and incorporated therein by reference. The State of California provides to SETA information resources, including data (information) and application (program) files and databases. The State information is confidential when it defines an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification and destruction. Sources of information include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug

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Programs and individuals requesting program services. If SUBGRANTEE receives any confidential information, either directly or through SETA, pursuant to the SUBGRANT, SUBGRANTEE shall:

- (a) Keep all such information in the strictest confidence and make the information available to its own employees only on a "need-to-know" basis as specifically authorized by SETA.
- (b) Provide security sufficient to ensure protection of confidential information from improper use and disclosure, including sufficient administrative, physical and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- (c) Insure that information obtained under the SUBGRANT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in the SUBGRANT.
 - (1) Aggregate Summaries: All reports and/or publications obtained under the SUBGRANT shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication: SUBGRANTEE shall carefully analyze aggregated data outputs to ensure that the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three (3) participants for any data table released to outside parties or to the public.
- (d) Insure that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- (e) Notify SETA as soon as practical, but in every case soon enough to permit SETA to notify EDD's Information Security Office of any actual or attempted information security incidents, within twenty-four (24) hours of initial detection. Information Security Incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, destruction or unauthorized access,

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use, modification, or disclosure of information assets. SUBGRANTEE shall cooperate with SETA and EDD in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of the SUBGRANT shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If SUBGRANTEE learns of a breach in the security of the system which contains confidential data obtained under the SUBGRANT, then SUBGRANTEE must provide notification to individuals pursuant to Civil Code Section 1798.92.

- (f) Provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of the SUBGRANT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity, the prevention, detection, and suppression of fires, and the prevention, detection, and mitigation of water damage.
- (g) Insure that at no time will confidential data obtained pursuant to the SUBGRANT be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- (h) Instruct all employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in California Civil Code §1798.55, California Penal Code §502, California Unemployment Insurance Code §2111, Welfare and Institutions Code §10850 and other applicable local, state and federal laws.
- (i) Store and process information in electronic format in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.
- (j) Return the confidential information promptly to SETA or the State, or destroy all copies or derivations of the information when its use ends, utilizing an approved method of confidential destruction: shredding, burning, or certified or witnessed

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destruction. Magnetic media are to be degaussed or returned to SETA or the State.

- (k) If SUBGRANTEE, with the prior written consent of SETA, enters into an agreement with a subcontractor to provide WIOA program services, SUBGRANTEE agrees to include these data security and confidentiality provisions in the agreement with the subcontractor. In no event shall such information be disclosed to any individual outside of that subcontractor's authorized staff, subcontractor(s), service providers or employees.
- (l) Designate a person responsible for the security and confidentiality of the data and immediately notify SETA, in writing, of any designee changes. SUBGRANTEE's data security and confidentiality designee shall be set forth in the *Resolution Authorizing Execution of WIOA Service Provider Subgrant* attached to the SUBGRANT as Exhibit 1.

33. Unauthorized Financial Benefit

Neither SUBGRANTEE, nor its officers, agents or employees shall submit or receive payment pursuant to any invoices, bills, statements, or reports for payment or for reimbursement for costs from SETA under the SUBGRANT if any officer, agent, or employee of SUBGRANTEE will derive any financial benefit other than as specifically permitted in the SUBGRANT.

34. Contingent Fee

SUBGRANTEE shall warrant that no person, selling agency or other organization has been employed or retained to solicit or secure the SUBGRANT upon an agreement or understanding for commission, percentage, brokerage or contingency fee. For breach or violation of this covenant, SETA shall have the right to terminate the SUBGRANT with liability in accordance with Paragraph 10 above and/or, at its sole discretion, to deduct from the SUBGRANTEE's payment or reimbursement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingency fee.

35. Kickbacks

No officer, agent or employee of SUBGRANTEE shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under the SUBGRANT including any extension thereof.

36. Fraud and Program Abuse

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SUBGRANTEE shall establish and implement appropriate internal program management procedures to prevent fraud, abuse and criminal activity. SUBGRANTEE shall notify SETA within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts involving WIOA funds or WIOA-funded activities.

37. Political Activity/Lobbying

SUBGRANTEE shall comply with all applicable federal and State laws and administrative regulations, as well as SETA's policies, regarding political activity and lobbying. In this regard, no funds provided under the SUBGRANT shall be used for publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal, State or local legislation or administrative action. SUBGRANTEE shall further comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. 1352), as amended, and corresponding U.S. Department of Labor ("DOL") regulations codified at 29 CFR, Part 93, which prohibits the expenditure of funds provided under a federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan or cooperative agreement. SUBGRANTEE shall annually execute and provide to SETA a Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by SETA.

38. Sectarian Activities

SUBGRANTEE, by signing the SUBGRANT, assures and certifies that:

- (a) SUBGRANTEE will use all funds under the SUBGRANT consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. SUBGRANTEE shall not expend any program funds for inherently religious activities, such as worship, religious instruction or proselytization. If SUBGRANTEE conducts such activities, it must offer them separately, in time or location, from the programs or services directly funded under the SUBGRANT, and participation must be voluntary for program beneficiaries.
- (b) SUBGRANTEE shall retain its independence from federal, State and local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not expend

EXHIBIT 13

any direct funding under the SUBGRANT to support any inherently religious activities, such as worship, religious instruction or proselytization. Among other things, SUBGRANTEE may use space in its facilities to provide services funded under the SUBGRANT without removing religious art, icons, scriptures or other symbols. In addition, SUBGRANTEE retains the authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis and include religious references in its organization's mission statements and other governing documents.

- (c) There will be no employment or training of participants in sectarian activities.
- (d) In providing services or benefits under the SUBGRANT, SUBGRANTEE shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or a religious belief.

39. Delegation/Subcontract/Assignment/Security for Loan

- (a) No performance of any of SUBGRANTEE's obligations under the SUBGRANT may be transferred by subcontract, assignment, delegation or novation without the prior express written consent of SETA. Any attempt by SUBGRANTEE to assign, delegate, or subcontract any performance of its obligations thereunder without the prior express written consent of SETA shall be null and void and shall constitute a breach of the SUBGRANT. Whenever SUBGRANTEE is authorized to subcontract, delegate or assign, it shall include all the terms of the SUBGRANT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of the SUBGRANT and all applicable federal, State and local laws and regulations. SUBGRANTEE shall be held fully responsible to SETA for the performance of any subcontractor, delegate or assignee and shall hold SETA harmless against any liability incurred by the subcontractor, delegate or assignee.
- (b) Without the prior express written consent of SETA, the SUBGRANT may not be used as security for a loan and is not assignable by SUBGRANTEE either in whole or in part for such purposes.

40. Independent Status

The SUBGRANT is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership

EXHIBIT 13

or joint venture, and SUBGRANTEE shall defend, indemnify and hold SETA harmless from any such claim.

41. Indemnification

(a) The following provision applies only if SUBGRANTEE is a governmental entity:

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property, arising out of or resulting from acts or omissions of the indemnifying party.

(b) The following provision applies only if SUBGRANTEE is a non-governmental entity:

SUBGRANTEE shall, to the extent permitted by law, indemnify, defend and hold harmless SETA and its officers, directors, agents, employees and volunteers, from and against any losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, material or supplies in connection with the performance of the SUBGRANT and from any suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from SUBGRANTEE's performance under the SUBGRANT, including SUBGRANTEE's failure to comply with or carry out any of the provisions of the SUBGRANT and acts of negligence or omission of SUBGRANTEE or anyone employed directly, indirectly or by independent contract by SUBGRANTEE, including volunteers and program participants, regardless of whether caused in part by a party indemnified hereunder. Failure to comply with the provisions of this subsection (b) may result in suspension of payment under the SUBGRANT or termination of the SUBGRANT, or both, and SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA determines that any of the following has occurred: (1) false information on any certifications; or (2) violation of the terms of any certification by failing to carry out the requirements thereof.

42. Laws

SUBGRANTEE shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State of California and local

EXHIBIT 13

governments, specifically including, but not limited to, SETA's policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, SUBGRANTEE shall comply with such amendments, revisions or modifications or shall notify SETA within thirty (30) calendar days after promulgation of the amendments, revisions or modifications that it cannot so conform so that SETA may take appropriate action, including termination of the SUBGRANT.

43. Clean Air and Clean Water

If the SUBGRANT is in excess of One Hundred Thousand Dollars (\$100,000), SUBGRANTEE shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). Under those laws and regulations, the SUBGRANTEE shall ensure that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) SUBGRANTEE shall notify SETA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;
- (c) SUBGRANTEE shall notify SETA and the U.S. EPA about any known violation of the above laws and regulations; and
- (d) SUBGRANTEE shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract or subcontract.

44. Press Releases and Communications

SUBGRANTEE shall not communicate with the press, television, radio or any other form of media regarding its duties or performance under the SUBGRANT without the prior express written consent of SETA. Unless otherwise directed by SETA, in all communications SUBGRANTEE shall make specific reference to SETA as the funding agency.

45. Immigration Reform and Control Act of 1986

By signing the SUBGRANT, SUBGRANTEE agrees and assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the antidiscrimination provisions of Section 102, as well as

EXHIBIT 13

requirements disqualifying certain legalized aliens from receiving benefits under the SUBGRANT for five (5) years from the date they were granted temporary resident status, even if they have been provided status according to Section 245A (amnesty or legalization) and Section 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

46. Drug-Free Workplace Certification

By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that SUBGRANTEE will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part 98) and will provide a drug-free workplace by taking the following actions:

- (a) Publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- (b) Establishing a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) SUBGRANTEE's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide, as required by Government Code Section 8355(c), that every employee who performs services funded under the SUBGRANT:
 - (1) Will receive a copy of SUBGRANTEE's drug-free policy statement; and,
 - (2) Will agree to abide by the terms of SUBGRANTEE's statement as a condition of employment under the SUBGRANT.

47. Child Support Compliance Act

By signing the SUBGRANT, SUBGRANTEE certifies that in accordance with the Child Support Compliance Act, SUBGRANTEE shall recognize and acknowledge:

- (a) The importance of child and family support obligations and shall fully comply with applicable State and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings

EXHIBIT 13

assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- (b) That, to the best of its knowledge, SUBGRANTEE is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the EDD.

48. Successors

At the sole discretion of any successor-in-interest of SETA, the SUBGRANT shall bind and inure to that successor-in-interest of SETA, in the same manner as if such party had been expressly named herein. The SUBGRANT shall only bind and inure to a successor-in-interest of SUBGRANTEE upon SETA's prior express written consent.

49. Conflicts

SUBGRANTEE will cooperate in the resolution of any conflict with the DOL, SETA or the EDD which may occur from the activities funded under the SUBGRANT.

50. Entire Agreement/Modifications

The SUBGRANT constitutes the entire agreement between the parties thereto for services being furnished pursuant to the SUBGRANT and no oral understanding not incorporated therein shall be binding on any of the parties thereto. Except as otherwise provided in the SUBGRANT, the SUBGRANT may be modified, altered or revised only on the written consent of both parties thereto. However, notwithstanding this, or any other, provision of the SUBGRANT, the SUBGRANT is subject to any additional restrictions, limitations, policies or conditions enacted by the federal or State government, any applicable local government or SETA or any law or regulation enacted by the federal or State government or any applicable local government which may affect the provisions, terms or funding of the SUBGRANT, and SETA may unilaterally amend the SUBGRANT in such regard, including, but not limited to, the following circumstances:

- (a) There is an increase or decrease in federal or state funding levels.
- (b) A modification to the SUBGRANT is required in order to implement an adjustment to SETA's WIOA plan.
- (c) Funds awarded to SUBGRANTEE have not been expended in accordance with the SUBGRANT or SETA's WIOA plan. After consultation with SETA, SETA has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner

EXHIBIT 13

consistent with State and federal law and regulations, and/or State, federal, local and SETA's policies, reverting to the State or SETA.

- (d) There is a change in State and/or federal law or regulation requiring a change in the provisions of the SUBGRANT.

51. Severability of Provisions

If any provision of the SUBGRANT or these STANDARD CONDITIONS is held invalid, the remainder of the SUBGRANT or STANDARD CONDITIONS shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

52. Titles

The titles to the paragraphs of these STANDARD CONDITIONS are solely for the convenience of the parties to the SUBGRANT and are not an aid in the interpretation of the STANDARD CONDITIONS.

53. Waiver

The waiver by SETA of any default, breach or condition precedent under the SUBGRANT shall not be construed as a waiver on the part of SETA of any other default, breach or condition precedent, or any other right thereunder.

54. Limitation of Actions

In the event either the DOL or the EDD disallows any costs incurred by SUBGRANTEE in the performance of the SUBGRANT, SETA may bring an action against SUBGRANTEE for the recovery of such disallowed costs at any time within five (5) years following final resolution of the DOL or the EDD audit wherein such costs were disallowed. Such disallowed costs shall be deemed to constitute a continuing breach of contract until such final resolution and each day thereof shall give rise to a cause of action.

55. California Law

Except where controlled by federal statutes or administrative regulations, the SUBGRANT shall be governed according to the laws of the State of California and SETA's policies and procedures.

56. Notices

All notices to be given to either of the parties under the SUBGRANT shall be addressed to the applicable party at the address set forth below the signature of each party to the SUBGRANT and given: 1) via electronic email, (provided that the sender possesses written confirmation of valid delivery); 2) by deposit in the United States mail, first-class

EXHIBIT 13

postage prepaid; 3) by personal service; or 4) by deposit with an overnight delivery service (provided that the sending party receives a confirmation of actual delivery from the delivery service). Notices given by United States mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner. Service in any other manner shall be deemed served on the date of delivery.

57. Enforceable SUBGRANT

The SUBGRANT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties thereto.

58. Time of the Essence

Time is of the essence in the performance of the SUBGRANT.

59. Statutes, Regulations, Policies and Procedures

SUBGRANTEE shall provide the services under the SUBGRANT strictly in accordance with:

- (a) The WIOA and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulations, policies and/or procedures which may replace the WIOA; and
- (b) All applicable federal, State and local laws and administrative regulations and applicable SETA and State policies and procedures.

60. Counterpart, Facsimile and Electronic Signatures

The SUBGRANT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the SUBGRANT with all signatures and Exhibits appended together shall be deemed a fully executed SUBGRANT. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

Fiscal Data Elements Information Sheet**Program Year 2023-2024 (3rd Extension)****Provider/Partner:** Sacramento City Unified School District

In accordance with 2 CFR 200.331 - Requirements for pass-through entities, SETA is providing the following information regarding this subrecipient award.

| | |
|---|--|
| Funding Source/CFDA Number: | WIOA Adult /17.258 |
| Federal Award Identification Number (FAIN): | 16-0174-0-1-504 |
| Federal Award Date: | 7/1/2023 |
| Total Amount of Federal Award: (https://sam.gov) | \$897,000,000.00 |
| Amount of Federal Funds Obligated to SETA: | \$3,588,035.00 |
| Amount of Federal Funds Obligated to Subrecipient: | \$232,800.00 |
| Awarding Agency Contact Information: | U.S. Department of Labor, Office of Employment Training Administration 200 Constitution Avenue, NW, Room S-4203, Washington, DC 20210 Phone: 202-693-3937 |
| Research and Development? | No |

| | |
|---|--|
| Funding Source/CFDA Number: | WIOA Dislocated Worker /17.278 |
| Federal Award Identification Number (FAIN): | 16-0174-0-1-504 |
| Federal Award Date: | 7/1/2023 |
| Total Amount of Federal Award: (https://sam.gov) | \$1,155,000,000.00 |
| Amount of Federal Funds Obligated to SETA: | \$3,534,680.00 |
| Amount of Federal Funds Obligated to Subrecipient: | \$58,200.00 |
| Awarding Agency Contact Information: | U.S. Department of Labor, Office of Employment Training Administration 200 Constitution Avenue, NW, Room S-4203, Washington, DC 20210 Phone: 202-693-3937 |
| Research and Development? | No |



July 20, 2023

**SACRAMENTO REGION
COMMUNITY
FOUNDATION**

INSPIRING PHILANTHROPY

CHAIR

Kathy McKim

VICE-CHAIR

Garry Maisel

TREASURER

Jonathan Lederer

SECRETARY

Cassandra Pye

MEMBERS AT LARGE

Elaine Abelaye-Mateo
Angela DePaoli
Karen Baker
Bret Hewitt
William Niemi
Renee Nunes Taylor
Kate Stille
Scott Syphax
Steven Weiss
Kate Willcox

Ms. Lisa Allen
Deputy Superintendent
Sacramento City Unified School District
Serna Center
5735 47th Avenue, 2nd Floor
Sacramento, CA 95824-4528

Dear Ms. Allen,

We are pleased to inform you that Sacramento City Unified School District has been chosen to receive a grant in the amount of \$230 from the *45th Street Marching & Chowder Society Drum & Bugle Corps* of the Sacramento Region Community Foundation and is ***intended for the Kit Carson Junior High School's library or other cultural programs.*** The check will be mailed separately from this letter. Please retain this letter until you have received the check. If you have not received the check within ten (10) business days of receiving this letter, please contact us immediately.

The Foundation's designated funds, like the *45th Street Marching & Chowder Society Drum & Bugle Corps*, are established by charitable individuals, families, businesses, and organizations that seek to make positive contributions to their communities.

To satisfy requirements of the Internal Revenue Service, your acceptance of this check will certify to the Sacramento Region Community Foundation that (i) the organization has provided no tangible benefits, goods, or services to any individual or entities connected with the above-mentioned Fund in exchange for this grant and (ii) this grant will not be used to satisfy the payment of any pledge or other personal financial obligation on behalf of the donor(s), advisor(s), or other related parties to the above-mentioned Fund.

If this donation is mentioned in any public announcements, news features, or publications, please identify the grant as coming from the ***"45th Street Marching & Chowder Society Drum & Bugle Corps of the Sacramento Region Community Foundation."*** Please send a copy of any press releases or published accounts mentioning this grant to the Foundation office. We encourage you to thank the donor for this grant by sending a letter addressed to the *45th Street Marching & Chowder Society Drum & Bugle Corps* in care of the Sacramento Region Community Foundation. We will ensure that the fund representative receives your communication.

On behalf of the *45th Street Marching & Chowder Society Drum & Bugle Corps* and the Sacramento Region Community Foundation, we hope this donation will help provide needed assistance to your organization and the people it serves. Please contact Cathy Vue, Grants and Scholarships Specialist, at (916) 921-7723 or cathy@sacregcf.org if you have any questions.

Sincerely,

Kerry Wood
Chief Executive Officer

RECEIVED

JUL 26 2023

OFFICE OF THE SUPERINTENDENT
Sacramento City Unified School District

p: 916.921.7723

f: 916.921.7725

955 University Avenue
Suite A
Sacramento, CA 95825

sacregcf.org

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 | 14894 | 67439 | 00 |
| Attention Jorge Aguilar | | | | STANDARDIZED ACCOUNT CODE STRUCTURE | | | COUNTY |
| Program Office Office of the Superintendent | | | | Resource Code | Revenue Object | 34 | |
| Telephone 916-643-9000 | | | | 3550 | 8290 | INDEX | |
| Name of Grant Program Strengthening Career and Technical Education for the 21st Century Act | | | | | | 0615 | |
| GRANT DETAILS | Original/Prior Amendments | Amendment Amount | Total | Amend. No. | Award Starting Date | Award Ending Date | |
| | | | \$592,019 | | July 1, 2023 | June 30, 2024 | |
| CFDA Number | Federal Grant Number | Federal Grant Name | | | Federal Agency | | |
| 84.048 | V048A230005 | Strengthening Career and Technical Education for the 21st Century Act | | | Department of Education | | |
| <p>I am pleased to inform you that you have been funded for the Strengthening Career and Technical Education for the 21st Century Act.</p> <p>This award is made contingent upon the availability of funds and the approval of a fully completed application. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please return an original, wet signature, executed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Andrea Guenthart, Associate Governmental Program Analyst Program and Administrative Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p> | | | | | | | |
| California Department of Education Contact Robert Wilson | | | | Job Title Education Programs Consultant | | | |
| E-mail Address rwilson@cde.ca.gov | | | | | Telephone 916-319-0675 | | |
| Signature of the State Superintendent of Public Instruction or Designee  | | | | | Date July 28, 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 Jesse Castillo | | | | Title Interim Chief Business Officer | | | |
| E-mail Address jesse-m-castillo@scusd.edu | | | | | Telephone (916) 643-9055 | | |
| Signature ▶ | | | | | Date | | |



**Kaiser Foundation Hospitals
Northern California Region**

6/30/2023

Jorge Aguilar Superintendent
Sacramento City Unified School District
5735 47th Ave.

Sacramento
California
95824

Re: Grant Award Letter for Grant Number 151987

Dear Jorge
Aguilar:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$50,000.00 has been awarded to Sacramento City Unified School District ("Grantee"). The purpose of these funds is to support the Student Support & Health Services Staff Wellness Project (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period

Start Date: 7/1/2023

End Date: 6/30/2024

Grant Reporting

Instructions for submitting report will be provided 30 days prior to the due date.

Final Report Due Date: 7/31/2024

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant.

If you have questions or require additional information, please contact your grant manager, **Brian Heller de Leon** at brian.c.heller-de-leon@kp.org.



**Kaiser Foundation Hospitals
Northern California Region**

Sincerely,

A handwritten signature in black ink, appearing to read "Jean Nudelman", written over a solid black horizontal line.

Jean Nudelman

Senior Director, Community Health, Northern California
Region

Date: 6/30/2023

ACCEPTED AND AGREED

DocuSigned by:

A handwritten signature in black ink, appearing to read "Jorge Aguilar", written in a cursive style.

AF312F6CF0FF4DE...
Jorge Aguilar

Superintendent

6/30/2023

Date

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 151987, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee

**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work of timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: "*The project is supported by Kaiser Permanente Northern California Community Benefit Programs.*"

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

10. Independent Contractors

**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

KFH:

Kaiser Foundation Hospitals, Northern California

By:




Jean Nudelman
Title: Senior Director, Community Health, Northern California Region
Date: 6/30/2023

Grantee:

Sacramento City Unified School District

By:

DocuSigned by:

AF812F6CF0FF4DE...
Jorge Aguilar

Title: Superintendent
Date: 6/30/2023

Kaiser Foundation Hospitals, Northern California Region – Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.***

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

Kaiser Permanente's community involvement uniquely pairs grant funding with 70 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded Sacramento City Unified School District a \$50,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit about.kaiserpermanente.org/community-health.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

RENEWAL OF SERVICE AGREEMENT

This Renewal of Service Agreement (the “**Renewal**”) is effective as of the date of the last signature between Sacramento City Unified School District a CA public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, School District and Care Solace have entered into a Service Agreement dated March 9, 2022, with a term from April 1, 2022, through June 30, 2023 (the “**Service Agreement**”); and

WHEREAS, the Parties agree that they wish to renew the Service Agreement pursuant to Paragraph 10 of the Service Agreement for a term of one year, beginning on July 1, 2023 and continuing through June 30, 2024 (the “**Renewal Term**”); and

WHEREAS, the Parties agree that it is their mutual intention by execution of this Renewal that the Service Agreement and any addenda thereto shall be renewed in full for the Renewal Term, subject to the revisions expressly set forth herein, and that the Service Agreement and any addenda, as modified by this Renewal, shall be binding upon the Parties.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in the Service Agreement and any addenda thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Additional Service Agreement Terms

The Parties hereby agree that the below referenced additional terms shall be incorporated into the Service Agreement and shall be binding upon the Parties:

11.4 The Renewal Term of this Agreement will begin on July 1, 2023, and continue through June 30, 2024. This Agreement will terminate automatically unless the Parties agree, in writing, to additional and optional one-year terms (hereinafter, “**Additional Renewal Term**”) before July 1st of each year following the Renewal Term (hereinafter the “**Renewal Date**”).

For the Renewal Term from July 1, 2023 through June 30, 2024, School District will pay \$150,500 to Care Solace (based on enrollment of 43,000) upon execution of this Renewal.

12.1 Payment Terms. School District agrees to pay the amounts set forth in Paragraph 11, *supra*, within thirty (30) calendar days of receipt of an invoice. If Care Solace does not receive payment in full on an invoice within thirty (30) days, a finance charge on the unpaid amount of any invoice will be charged at a rate of 3.75% annually, beginning thirty (30) days after School District receives the invoice. Payments by the School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. School District agrees to pay all costs, including reasonable attorneys’ fees, incurred by Care Solace in the collection of any delinquent accounts. For the purposes of

this Paragraph 12.1, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

B. Incorporation of Service Agreement Terms and Conditions

1. Other than the Modifications set forth in Section A above, the Service Agreement and any addenda thereto are incorporated here by this reference as though fully set forth herein and the Parties agree that all of the Terms and Conditions of the Service Agreement are in effect during the Renewal Term.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. (“Care Solace”)

Printed Full Name: Chad Castruita

Title: CEO

Signature: _____

Sacramento City Unified School District ("School District")

Printed Full Name: Jesse Castillo

Title: Interim Chief Business Officer

Signature: _____



Statement of Work: Participation in the CORE Collaborative

About the CORE Collaborative

CORE Districts is a collaboration of school districts working together to improve student achievement through highly productive, meaningful partnership and learning between member school districts. CORE supports the improvement of specific outcomes by developing continuous improvement structures, mind sets, and routines, that foster learning at both the district and site levels, resulting in districts and schools making progress toward producing more reliable, equitable outcomes for their students. Currently, eight school districts serving more than 1 million students participate in the collaborative: Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco, and Santa Ana Unified. Together, our districts share a fundamental belief that all students can achieve at high levels and are deeply committed to providing learning opportunities that will help them to do so.

As a collaborative effort, the work of CORE Districts is directed by, and in service of, the participating school districts. Exemplifying this, the CORE Board of Directors is comprised of the superintendents of each member school district and provides supervision, direction, and strategic vision for the organization. The number of participating districts is capped at 15, thus each participating district has a meaningful voice and leadership role as they collaborate with other districts. Organizationally, CORE Districts is a 501c3 nonprofit serving to operationalize the collaboration and supporting partnership and shared learning at the superintendent, central office, school leader, and teacher levels.

Powered by data, innovation, research and continuous learning, we are facilitating inter- and intra-district collaboration to innovate, implement, and scale successful strategies and tools that help all students succeed.

Partnership Benefits

All the partnership benefits described in this agreement may not apply to all of CORE's member Districts. Additionally, the partnership benefits outlined in this agreement are subject to change over time, based on availability and each District's decision to participate in different offerings. CORE Districts will also respond to the needs of its Districts by facilitating learning sessions either virtually or in-person based on the conditions/mandates set forth by the state and local governments. Decisions regarding the scheduling and delivery of sessions will be communicated with participants in advance. Districts also agree to allow CORE staff access to student level data in order to perform the services outlined in this agreement.

District Partnerships to Achieve Impact

One or more Districts will be invited to enter into a multi-year partnership with CORE, in an effort to invest in those Districts' vision and theory of action to deepen and spread disciplined continuous improvement in their organizations. The intent is to achieve measurable impact on key focus areas for improvement, as well as develop insights, learning and proof points around how large urban districts embody the principles of continuous improvement. The roles and commitments of participating Districts and CORE include:

District

Who: Cross-functional district partnership team of cabinet level and school supervisory level staff, as well as meaningful engagement of site level leadership. Depending on the district structure, problem of practice, and needs, this team may include:

- o **Cabinet officers:** Senior team member who serves as executive sponsor and guide the team
- o **Principal supervisors:** Brings school perspective and integrates with other efforts underway, interfaces with principals

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- o Functional lead(s): Brings relevant content expertise based on the problem the district has prioritized and helps integrate with other initiatives
 - o Data and accountability lead: Helps problem solve how to measure improvement
 - o School site leader representation: Establish strategic touch points where site level leadership provides key insights, feedback and contributes to the design and implementation of the scope of work
- Key role: Guiding improvement work and building capability at the district and school site level.

Commitment: The Partnership Team's commitment includes:

- o Hosting monthly **planning & reflection calls**, dedicated monthly day-long learning & planning sessions (virtual/in-person as appropriate)
- o Hosting **Ad Hoc meetings** with specific staff, likely to include Data Leads, School Site Planning/ LCAP Leads, Communications Staff, Principal Supervisors, Curriculum & Instruction Leads, Support Services Leads
- o Individual bi-weekly or monthly **coaching sessions** by 50% or more of the Partnership Team members (virtual)
- o Identification of a limited set of focus areas for improvement and impact, to serve as priority improvement projects, within which learning-by-doing will occur so that participating districts experience impact while also building organizational capability to improve.
- o The commitment of all team members is to engage in **data collection and analysis**, mutually agreed upon, to allow for ongoing reflection, goals setting, progress monitoring and celebration of learning & improvements
- o Provide support for school teams to participate in CORE Network meetings and a District Lead to ensure that the work of the Network aligns to District initiatives and builds coherence

What CORE will do to support your district

- **Co-Construct a Continuous Improvement Strategy:** Provide infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness, and listen to feedback and adjust approach.
- **Facilitation:** Facilitate connections and coordinate collaborations between departments, across districts engaged in similar work, connect districts with well-aligned resources, develop and deliver meaningful learning & planning experiences
- **Coaching:** Provide facilitative and instructive coaching to key District leadership in service of; personal reflection and meaning-making, informed decisions-making, increased improvement capability, and increased coherence across the organization.
- **Knowledge management:** Develop and manage tools and resources that partnership districts can use, edit, modify, or learn from to effectively employ the disciplined approach of improvement science, while integrating the district's own local approaches to continuous improvement
- **Analytics:** Serve as a resource to co-design and/or pilot data analysis and reporting that fosters measurement for improvement and supports specific improvement projects to be focus of the partnership

Districts will have access to the improvement capability programming offered by CORE, and in some instances, travel coverage to attend CORE-wide programming. The specific problems of practice and number of improvement projects may change over time to meet the needs of the partner District and capacity of CORE.

CORE Data Collaborative

In 2014, with leadership from and stakeholder engagement in Districts, CORE Districts developed an innovative multiple measures accountability system, called the School Quality Improvement System, as well as an underlying data system. This accountability system is fully compliant with the federal ESSA legislation and is aligned to LCFF- in fact, the metrics utilized for the Index (the calculation at the heart of the accountability system) can be used for the LCAP. The system has evolved into a multi-function dashboard, with opportunity for data exploration in a number of areas.

As a founding member of the CORE Data Collaborative, the District will receive:

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- **Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California:** A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year-
 - Current performance
 - Historic performance and trends over time, where data are available
 - Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts)
 - Comparison with the LEA results (for school level reports)
 - Comparison with the Partnering Education Level
 - Comparison with the CORE Data Collaborative Network
 - Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available
- **Included metrics:** Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, English Learner indicators
- **Access to additional metrics as they become available:** The data collaborative may begin to produce additional metrics (e.g., an on track measure); if the educational institutions provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge
- **Optional metrics** (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys

Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights Platform

Based upon the users and user rights provided by the District, educators will have access to view and analyze reports and data in the CORE Insights platform, and other platforms as they become available.

Strategic Analytics by our Partners at Education Analytics

In partnership with Education Analytics and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative.

Twice Annual Professional Learning Sessions for Teams of Up to Five People

CORE Districts will host two in person convenings each year (one in the Fall and one in the Spring) for up to five people from each District. Each convening will be a full day. If in person convenings are infeasible due to COVID-19, CORE will implement a comparable virtual convening. District will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities

CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to Districts who participate in the CORE Data Collaborative.

CORE-PACE Research Partnership

Participating education agencies will become part of the CORE-PACE research partnership with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative "deep dive" studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California-Davis, the University of California--UCLA, and the University of California-- Berkeley. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California's education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California's leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

PACE has been the CORE Districts' primary research partner since 2015. Over the past couple of years, PACE has intentionally been working to support the evolution of the organizational relationship along the continuum articulated by Penuel and Gallagher (2017) from a positive "collaborative" (where the research partner takes the lead on the work, with the goal of benefiting the education partner) to a "jointly negotiated" relationship (where the research and education partners co-construct research questions, there is ongoing involvement of both parties in bringing data to bear on progress, both parties collaborate on building data-based understandings, and the scope of work is broad and jointly agreed upon). The resulting Research-Practice Partnership has two main facets: (1) where PACE serves to connect questions relevant for policy and practice to researchers interested in answering them using the CORE data system, (2) the mixed methods developmental evaluation of CORE's programming to drive improvement.

Research to Inform Policy and Practice

CORE Districts' member Districts have the opportunity to participate in single or multi-LEA research studies in ways that are designed to inform continuous improvement in the CORE Districts and policy and practice in California and beyond. PACE leads and facilitates quantitative research in the partnership by:

- Building and maintaining the infrastructure for quantitative research using CORE's member Districts' data. This includes:
 - 1) Developing and maintaining a data warehouse going back to 2010-11 containing student and school-level data for CORE and Data Collaborative districts, and 2) managing the entirety of the process for conducting new research within CORE, from developing research questions to publishing final products.
 - 2) Managing CORE's quantitative research portfolio. PACE engages researchers from UC Santa Barbara, USC, UC Riverside, UC Irvine, University of Virginia, Brown, Harvard, UC Davis, UC Los Angeles, UC Berkeley, and other universities on studies co-designed with PACE and the CORE districts. The portfolio of research conducted by these PACE "affiliates" now includes 40 ongoing or completed studies, some of which have validated measures of socio-emotional learning and others of which provide insight into important educational policy issues (e.g., school accountability, the relationship between student characteristics and academic and behavioral outcomes, variation in the effects of schools, districts, or policies for various student subgroups). New studies are approved by the CORE Board on an annual basis.
 - 3) Conducting original research to inform policy and practice. These studies, which are conducted by PACE faculty and staff, are released more quickly than the PACE-affiliate studies and usually have tighter implications for policy and practice. They leverage PACE's expertise in both quantitative and qualitative methods to answer complex questions on a timeline that supports districts' learning and decision-making. These studies might investigate such topics as pipelines into teaching and school leadership, workforce quality, or using CORE's multiple measures data system to build a stronger understanding of school performance and improvement in student outcomes. They could also include evaluations of new programs or interventions designed to address persistent barriers to strong and equitable student outcomes.

Developmental Evaluation

As CORE's research partner, PACE conducts research on CORE's approaches to supporting the CORE Districts member Districts to improve. The goals of this work are: (1) for CORE's staff and its Districts to receive ongoing, formative feedback and (2) to share research findings in ways that impact education in California more broadly. Towards these goals PACE:

- Works closely with CORE staff to document, revisit, and revise CORE's theory of action on a regular basis as CORE and PACE learn together about CORE's work
- Co-develops research questions with CORE, to help them test and refine their approach
- Develops a rich of understanding of CORE's practices and how Districts (i.e. participating districts, schools, and educators) experience working with CORE through activities such as:
 - Attending and documenting a sample of network meetings and capability-building programs
 - Interviewing CORE staff to understand how team members are enacting their roles in supporting improvement
- Interviewing district and school administrators and educational leaders (including teacher leaders) working on improvement teams with CORE to understand how CORE's work is experienced by Districts (i.e. participating districts and schools)
- Estimates the effects of BTSC on participating districts and schools by:

Conducting a quasi-experimental design to estimate the effects of BTSC on participating schools

- Shares findings from the research:
 - With CORE to support CORE's ongoing internal improvement (e.g., through regular check-ins and improvement reviews with CORE)
 - With participating schools and districts at their request (e.g., presentations for staff in one or more of the CORE Districts)
 - With policy-makers, educators, and the broader research community through conferences, briefs, reports, and social media.

Each year, CORE District staff and member Districts' Superintendents will be able to prioritize additional research topics for exploration through PACE's quantitative portfolio.

State and National Voice:

Together, CORE Districts' Districts serve more than 1 million students and their families, representing 18 percent of all California students. Thus, by working together, CORE Districts' member Districts serve a significant proportion of the state's students and have the opportunity to have a much greater voice at both the state and national level.

In addition to the capability building, data and research partnership benefits described above, the member District's Superintendent has the opportunity to participate in a PLC, collaborating and learning from others around shared problems of practice. These often have state and federal policy implications.

Through the power of the group, Districts have an outside policy impact. Examples of CORE's policy impact include:

- State Accountability System - our voice is strong in policy discussions about how data is used at the state-level for accountability versus how data is used locally by educators for improvement. CORE- PACE analysis has been critical in state decisions around measuring and reporting chronic absence and school culture/climate in the state's accountability data system, and CORE Districts' use of student academic growth data is a major influence on how the state will move forward to include student academic growth as an indicator on the California school dashboard.
- California's emerging Cradle to Career Data Infrastructure - CORE's use of practitioner-focused dashboards and tools stand out among the case studies being considered by policy makers and influencers in the governor's efforts to build a cradle to career data infrastructure. Among the ways CORE's voice stands out are CORE's latest developments and tools to help answer questions like what is a student's likelihood of graduating? Of graduating A-G? Of being successful in college?
- LCAPs - Released months before the state Legislature developed California's LCAP process, CORE's School Quality Improvement Index informed much of the policy conversation and the LCAP data metrics have 85 percent crossover with CORE's Index.
- ESSA- The Every Student Succeeds Act perfectly aligns with CORE's Index and our multiple measures work helped influence the final bill.
- NCLB Waiver - CORE Districts received the only district-level waiver from NCLB, which allowed the districts to develop a novel and holistic accountability system and receive increased flexibility for the use of their Title 1 funds.

Hold Harmless

To the fullest extent allowed by law, the District shall hold CORE Districts, its agents, employees, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, (collectively "Loss") to the extent arising out of or incident to, but not limited to: breaches of any District data (including but not limited to employee, board member, and student data) by CORE District's, its partners, and the 3rd party platforms CORE uses for its work.

Exhibit B

| Data Element | Variables to include subject to adjustment | Additional Notes |
|--|--|--|
| Assessments | | |
| SBAC Summatives all grades (3-8 and 11) & Subjects | Variables included in the SBAC and/or CERS annual extracts from the CDE's TOMS system | For annual and selected interim data warehouse and reporting |
| Other interim/benchmark assessments | As mutually agreed to support DISTRICT needs; Student IDs, CDS code, grade level, subject, sub-subject/component, score, performance level, etc. | Additional indicator |
| CELDT and ELPAC | Variables included in the ELPAC and/or CERS annual extracts from the CDE's TOMS system | For annual and selected interim data warehouse and reporting |
| Other standardized tests | As mutually agreed to support DISTRICT needs; Student IDs, CDS code, grade level subject sub-subject/component, score performance level etc. | Additional indicator |
| Student Characteristics and Program Participation | | |
| Student demographics | Variables included in CALPADS annual ODS extracts (SINF) or from district data warehouse files (current year) | For annual and selected interim data warehouse and reporting |
| Student participation | Variables included in CALPADS annual ODS extracts (SENR, SPED, SELA, SPRG FRPM GRCH) or from district data warehouse files (current year) | For annual and selected interim data warehouse and reporting |
| Student attendance | Variables included in CALPADS annual ODS extracts (STAS) or from district data warehouse files (current year) | For annual and selected interim data warehouse and reporting |
| Student discipline | Variables included in CALPADS annual ODS extracts (SINC, SIR5) or from district data warehouse files (current year) | For annual and selected interim data warehouse and reporting |
| Student academic performance | Variables included in CALPADS annual ODS extracts (SCSC, CRSC) or from district data warehouse files (current year) including staff course section assignments | For annual and selected interim data warehouse and reporting |
| School Information | As mutually agreed to support DISTRICT needs: School names, CDS code, grade levels served, school level, charter status, type of school subject, sub- subject/component score performance level etc. | For annual and selected interim data warehouse and reporting |
| Survey Information | | |
| Student, Staff and Family surveys | As mutually agreed to support DISTRICT needs: Student IDs, CDS code, grade level survey items survey item responses | Additional indicator |
| College Going Information | | |
| College going data | As mutually agreed to support DISTRICT needs: college application data, college enrollment data college persistence data college completion data | Additional indicator |

Partnership Costs and Payment Schedule

Each member of CORE Districts will pay annual dues structured to meet the financial needs of the collaborative and to enable the collaborative to provide the aforementioned benefits.

The cost for CORE Districts membership has two components:

1. Base contribution: A fixed cost divided amongst districts equally to support basic operations; and
2. Program contribution: A variable cost based on program participation and size (ADA).

The pricing and payment schedule for SCUSD is:

- Full annuals dues: \$ 198,375
 - o Total contribution= \$123,000 base contribution+ \$75,375 program contribution.
- Member contributions follow the below schedule:
 - o SY 2018-2019: \$93,000 {\$104,375 less than full dues)
 - o SY 2019-2020: \$124,000 {\$73,375 less than full dues)
 - o SY 2020-2021: \$124,000 (\$73,375 less than full dues)
 - o SY 2021-2022: \$124,000 (\$73,375 less than full dues)
 - o SY 2022-2023: \$198,375
 - o SY 2023-2024: \$198,375
- Annual dues for Sacramento City USD in SY2023-24 are \$198,375.

CORE Districts and Sacramento City Unified hereby certify that they are authorized to bind their respective entities for SY2023-24.



Contract for Services Sacramento City USD

Prepared for 2023-24

▼ General Provisions

1. This Contract is entered into this July 28, 2023 between **Sacramento City USD** (hereinafter referred to as “CLIENT”) and **Epoch Education, Inc.** (hereinafter referred to as “COMPANY”) for the purpose of providing services to CLIENT as outlined in this Contract.

2. Compliance with Laws, Statutes, Regulations, CLIENT Policies and Procedures

During the term of this contract unless otherwise agreed, COMPANY shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. COMPANY shall also comply with all CLIENT policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to COMPANY.

3. Term and Conditions of Contract

The term (“Term”) of this CONTRACT shall **commence on September 1, 2023**, and shall **end on June 30, 2024**.

Client shall be truthful with COMPANY, cooperate with COMPANY in its provision of services under this Contract, keep COMPANY informed of key developments impacting the provision of services under this Contract, perform the obligations it has agreed to perform under this Contract and pay COMPANY bills in a timely manner.

4. Exclusive Contract

This Contract is the entire agreement between COMPANY and CLIENT.

5. Modifying the Contract

This Contract may be modified by a writing signed by both parties or as provided for in Article 12. If COMPANY also signs an Independent Contractor Agreement (“ICA”) provided by CLIENT, the provisions in #7 – Ownership of Material and #13 – Termination, of this Contract shall supersede any conflicting provisions in CLIENT’S ICA.

6. Headings

The headings used in this Contract are for convenience only and shall not be used to limit or construe the contents of this Contract.

7. Ownership of Materials

The COMPANY shall retain the creative rights to all original materials, data and similar items, produced by the COMPANY hereunder in connection with the Services under this Contract. All services and software used by the COMPANY shall at all times be the sole property of the COMPANY and under no circumstances shall CLIENT have any interest in or rights to the title to such materials, or software. CLIENT acknowledges that the COMPANY may use and modify existing materials for CLIENT’S benefit and that CLIENT holds no rights to such materials.

▼ Administration of Contract

8. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to CLIENT shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to COMPANY shall be addressed as indicated on Notice page of this Contract.

9. Severability Clause

If any provision of this Contract shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract, the remaining provisions of this Contract shall remain in full force and effect.

10. Successors in Interest

This Contract binds COMPANY’S successors and assignees.

11. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract.

12. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the CLIENT to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The CLIENT shall provide the COMPANY thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. The COMPANY and CLIENT may otherwise amend or modify this Contract by mutually agreeing to such amendment or modification in a written agreement signed by both parties at any time.

13. Termination

Either party may terminate this Contract on or after the thirtieth (30th) day after such party gives the other party written notice by mail or email of a material breach by other party, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

This Contract may be terminated without cause by CLIENT upon fourteen (14) days written notice to the COMPANY. In the event of a termination without cause, the CLIENT shall pay COMPANY for all services performed and all expenses incurred under this Contract supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. The COMPANY will provide CLIENT with documentary evidence of charges incurred up until the date of termination within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such documentary evidence is provided.

Under no circumstances will the COMPANY give refunds of monies paid for any Services provided, as defined in Article 21 of this Contract. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right to pursue the options for relief explained in Article 15 of this Contract. The CLIENT's termination of the Contract shall in no way affect either party's obligation to hold harmless and indemnify the other party in accordance with Article 18 of this Contract.

14. Handling of Disputes.

Any disputes or disagreements between COMPANY and CLIENT regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section and section 15 below of the Contract. The provision in this section of the Contract and section 15 below shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or

dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non- monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CLIENT is the party claiming injury, CLIENT shall notify COMPANY'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If COMPANY is the party claiming injury, COMPANY shall notify the CLIENT'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

The Parties further agree that any dispute regarding this Contract, and any claim made by CLIENT for return of monies paid to the COMPANY, shall be handled in accordance with applicable State and Federal laws. CLIENT agrees that it is liable to pay the COMPANY for the work already performed as of the time of the cancellation request, as indicated in Article 20 of this Contract. The COMPANY will provide CLIENT with an itemization of days spent within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such itemization is provided. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right pursue the options for relief explained in Article 15 of this Contract.

15. Arbitration

If a dispute arises under this Contract that cannot be resolved informally, the parties agree to resolve the dispute with the help of a mutually agreed-upon mediator in the Greater San Francisco Bay Area, California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the Greater San Francisco Bay Area, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

16. Insurance

COMPANY shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by COMPANY, its agents, representatives, or employees.

- COMPANY shall maintain limits of insurance no less than:

Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).

- Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the CLIENT.

If CLIENT or COMPANY determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17. Independent Company

It is expressly understood and agreed to by both parties that COMPANY, while carrying out and complying with any of the terms and conditions of this Contract, is an independent COMPANY and is not an employee of the Client. At times, it may be necessary for COMPANY to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of COMPANY.

18. Indemnification and Hold Harmless

COMPANY shall indemnify and hold CLIENT and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("CLIENT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of COMPANY, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, CLIENT and CLIENT Indemnities).

CLIENT shall indemnify and hold COMPANY and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("COMPANY Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CLIENT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding COMPANY and/or any COMPANY Indemnities).

19. Non-Discrimination

COMPANY shall not unlawfully discriminate on the basis of any characteristic protected under the laws of the State of California, including, but not limited to, race, religion, sex,

national origin, age, sexual orientation, or disability in employment or operation of its programs.

▼ **Compensation**

20. **Rates**

Consultation and Technical Assistance: CLIENT shall pay COMPANY a total amount of **\$770,100** for services provided under this Contract.

CLIENT agrees to reimburse COMPANY for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage and facsimile transmittals. CLIENT agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of CLIENT or by emergency conditions, which occasionally arise.

COMPANY shall invoice CLIENT **\$192,525** upon execution, and the remainder as follows:

\$192,525 on November, 1, 2023, and

\$192,525 on February 1, 2023, and

\$192,525 on May 1, 2023.

Total Contract Amount: Not to exceed **\$770,100**.

▼ **Work to be Performed**

21. Services to be rendered to CLIENT by the COMPANY as described below:

▼ **RIR Implementation Coaching Series**

This coaching/implementation series supports participants who completed the CSES or ELIAS programs to implement the RIR Protocol to:

- 1) Continue their personal self-reflection/growth around equity issues
- 2) Lead equity conversations in their sphere of influence
- and/or 3) Collaboratively address an organizational issue/focus area



- 4 x 2-hour session series (for up to 50 participants)
- 6 cohorts:
 - Cabinet (1)
 - Academic Office Leadership Team (1)
 - C&I/MLD Directors (1)
 - C&I/MLD (1)
 - SPED ELIAS Cohort Year Two (1)
 - Classified ELIAS Cohort Year Two (1)

Cost: \$210,000 (\$35,000/cohort)

▼ Equity Learning In Action Series (ELIAS)

Participants will develop a collective equity lens, self-reflective practices, and compassionate communication skills by applying the RIR Protocol™ – a framework for Compassionate Dialogue – to identify and discuss how foundational topics such as Implicit Bias, Identity, Systemic Racism, Marginalization, Privilege and Belonging impact their organization.



- Nutrition Services, School Yard Monitors, Office Staff, Instructional Aides and Transportation Units
- 4 x 2-hour sessions (for up to 50 participants)
- 5 cohorts
- 1 facilitator

Cost: \$175,000 (\$35,000/cohort)

▼ RIR Practice Sessions

Participants who have already learned the RIR Protocol™ will have an opportunity to practice implementing it with examples specific to their roles and organization.



- 2-hour in-person session for Site Leaders/Directors/District Office Managers
- 9 Sessions (1 session per month x 9 months)

Cost: \$54,000

▼ RIR Practitioner Development Coaching

Includes intensive practice and implementation in order to scaffold team as RIR Practice Leaders for the District

- 1 x 2 hour live session monthly x 9 months
 - 1 x 2 hour virtual session monthly x 9 months
- Plus check in coaching with team lead

Cost: \$108,000

▼ Creating & Sustaining Equity Workshop (CSEW)

Participants will learn and practice the RIR Protocol™ as a tool for:

- Debiasing (Intrapersonally)
- Compassionate Dialogue (Interpersonally)
- Collaboration (Organizationally)

in order to build the communication infrastructure for an inclusive climate and culture.



- One-day live RIR Protocol™ Intensive session for Board
 - 6 hours + 1 hour for lunch/breaks (for up to 50 participants)
 - Up to 2 facilitators

Cost: \$35,000

▼ Creating & Sustaining Equity Series (CSES)

Participants will learn and practice the RIR Protocol™ as a tool for:

- Self-Reflection (Intrapersonally)
- Compassionate Dialogue (Interpersonally)
- Collaboration (Organizationally)

in order to develop a common practice for creating an inclusive climate and culture.



- 4 x 2-hour sessions (for up to 50 participants)
- Two Cohorts
 - New Staff (District Office/Sites)and
 - APs/SICs
- 1 facilitator

Cost: \$90,000 (\$45,000 per cohort)

▼ Epoch Education Office Hours

Consultant to provide up to 90-minutes of district wide coaching.



- Up to 2 hours x up to 2 times per month x 9 months
- 1 facilitator

Cost: \$108,000

▼ Coherence

Strategic development, planning and coaching with District Office Leadership.

- Includes but is not limited to 9 months of:
 - Monthly IAS Prep Meetings
 - Weekly strategic planning and coaching meetings

Cost: \$126,000

▼ Returning Client Discount

Thank you for being a valued partner. A 15% discount will be applied to the entire contract.

Total: \$770,110

▼ Signature

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.



| | |
|--|----------------------------|
| Epoch Education | Sacramento City USD |
| Signed by: Susan Callender, Operations Officer | Signed by: |
| Date: | Date: |

▼ Notices

| | |
|--|---|
| Notices to COMPANY shall be addressed to: | Notices to CLIENT shall be addressed to: |
| Epoch Education | Sacramento City USD |
| Susan Callender, Operations Officer | Lisa Allen, Interim, Superintendent |
| 5627 Telegraph Ave. #220 Oakland, CA 94609 | 5735 47th Ave. Sacramento, CA 95824 |
| susan@epocheducation.com | <u>Lisa-Allen@scusd.edu</u> |

Curriculum Associates®

Prepared For:

Mikila Fetzer
Sacramento City USD
5735 47th Ave,
Sacramento, CA 95824

Budgeting Quote - final quantities needed prior to purchase order

7/27/2023

Dear Mikila Fetzer,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2023-2024 Quote ID: 307455.19 Valid through: 12/31/2023

| Product | List Price | Net Price |
|--------------------------|---------------------|---------------------|
| i-Ready | \$482,560.00 | \$362,617.40 |
| Professional Development | \$228,800.00 | \$176,000.00 |
| | List Total: | \$711,360.00 |
| | Savings: | \$172,742.60 |
| | Shipping/Tax/Other: | \$0.00 |
| | Total: | \$538,617.40 |

Thank you again for your interest in Curriculum Associates.

Sincerely

Kajsa Freborg
(916) 995-3533
kfreborg@cainc.com

This quote is for budgeting/estimate purposes only - cannot be used to purchase

Curriculum Associates®

Quote ID: 307455.19 Date: 7/27/2023 Valid through: 12/31/2023

Prepared For:
Mikila Fetzter
Sacramento City USD
5735 47th Ave,
Sacramento, CA 95824
mikila-fetzter@scusd.edu
9166437400

Your Representative:
Kajsa Freborg
(916) 995-3533
kfreborg@cainc.com

Budgeting Quote - final quantities needed prior to purchase order

A M Winn ES 3351 Explorer Dr, Sacramento, CA 95827

Total Building Enrollment: 287, Grade Range: PK - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 287 | \$7.25 | \$5.80 | \$1,664.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 287 | \$7.25 | \$5.80 | \$1,664.60 |
| Subtotal: | | | | | | \$5,329.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,329.20 |

Abraham Lincoln ES 3324 Glenmoor Dr, Sacramento, CA 95827

Total Building Enrollment: 525, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 525 | \$7.25 | \$5.80 | \$3,045.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 525 | \$7.25 | \$5.80 | \$3,045.00 |
| Subtotal: | | | | | | \$8,090.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,090.00 |

Albert Einstein MS 9325 Mirandy Dr, Sacramento, CA 95826

Total Building Enrollment: 703, Grade Range: 7 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 703 | \$7.25 | \$5.80 | \$4,077.40 |
| Subtotal: | | | | | | \$6,077.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,077.40 |

Alice Birney Waldorf K-8 Sch 6251 13th St, Sacramento, CA 95831

Total Building Enrollment: 399, Grade Range: PK - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| Subtotal: | | | | | | \$6,628.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,628.40 |

American Legion Cont HS 3801 Broadway, Sacramento, CA 95817

Total Building Enrollment: 291, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 291 | \$7.25 | \$4.00 | \$1,164.00 |
| Subtotal: | | | | | | \$3,164.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,164.00 |

Arthur A Benjamin Hlth Pro Hs 451 McClatchy Way, Sacramento, CA 95818

Total Building Enrollment: 210, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 210 | \$7.25 | \$4.00 | \$840.00 |
| Subtotal: | | | | | | \$2,840.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,840.00 |

Aspire Capitol Heights Academy 2520 33rd St, Sacramento, CA 95817

Total Building Enrollment: 186, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 186 | \$7.25 | \$5.80 | \$1,078.80 |
| Subtotal: | | | | | | \$3,078.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,078.80 |

Bowling Green Chacon Academy 6807 Franklin Blvd, Sacramento, CA 95823

Total Building Enrollment: 365, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 365 | \$7.25 | \$5.80 | \$2,117.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 365 | \$7.25 | \$5.80 | \$2,117.00 |
| Subtotal: | | | | | | \$6,234.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,234.00 |

Bowling Green McCoy Acad 4211 Turnbridge Dr, Sacramento, CA 95823

Total Building Enrollment: 795, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|-------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 795 | \$7.25 | \$5.80 | \$4,611.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 795 | \$7.25 | \$5.80 | \$4,611.00 |
| Subtotal: | | | | | | \$11,222.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$11,222.00 |

Bret Harte ES 2751 9th Ave, Sacramento, CA 95818

Total Building Enrollment: 196, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 196 | \$7.25 | \$5.80 | \$1,136.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 196 | \$7.25 | \$5.80 | \$1,136.80 |
| Subtotal: | | | | | | \$4,273.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,273.60 |

C K McClatchy HS 3066 Freeport Blvd, Sacramento, CA 95818

Total Building Enrollment: 2305, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|------|------------|------------|-------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 2305 | \$7.25 | \$4.00 | \$9,220.00 |
| Subtotal: | | | | | | \$11,220.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$11,220.00 |

CA Mont Project Capitol 2635 Chestnut Hill Dr, Sacramento, CA 95826

Total Building Enrollment: 332, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 332 | \$7.25 | \$5.80 | \$1,925.60 |
| Subtotal: | | | | | | \$3,925.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,925.60 |

Caleb Greenwood School 5457 Carlson Dr, Sacramento, CA 95819

Total Building Enrollment: 350, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 350 | \$7.25 | \$5.80 | \$2,030.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 350 | \$7.25 | \$5.80 | \$2,030.00 |
| Subtotal: | | | | | | \$6,060.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,060.00 |

California MS 1600 Vallejo Way, Sacramento, CA 95818

Total Building Enrollment: 921, Grade Range: 7 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 921 | \$7.25 | \$5.80 | \$5,341.80 |
| Subtotal: | | | | | | \$7,341.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,341.80 |

Camellia Basic ES 6600 Cougar Dr, Sacramento, CA 95828

Total Building Enrollment: 436, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 436 | \$7.25 | \$5.80 | \$2,528.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 436 | \$7.25 | \$5.80 | \$2,528.80 |
| Subtotal: | | | | | | \$7,057.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,057.60 |

Capital City School 7222 24th St, Sacramento, CA 95822

Total Building Enrollment: 207, Grade Range: K - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 140 | \$7.25 | \$5.80 | \$812.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 67 | \$7.25 | \$4.00 | \$268.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 140 | \$7.25 | \$5.80 | \$812.00 |
| Subtotal: | | | | | | \$3,892.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,892.00 |

Capitol Collegiate Academy 2118 Meadowview Rd, Sacramento, CA 95832

Total Building Enrollment: 405, Grade Range: PK - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 405 | \$7.25 | \$5.80 | \$2,349.00 |
| Subtotal: | | | | | | \$4,349.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,349.00 |

Caroline Wenzel ES 6870 Greenhaven Dr, Sacramento, CA 95831

Total Building Enrollment: 315, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 315 | \$7.25 | \$5.80 | \$1,827.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 315 | \$7.25 | \$5.80 | \$1,827.00 |
| Subtotal: | | | | | | \$5,654.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,654.00 |

Cesar Chavez Intermediate Sch 7500 32nd St, Sacramento, CA 95822

Total Building Enrollment: 357, Grade Range: 4 - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 357 | \$7.25 | \$5.80 | \$2,070.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 357 | \$7.25 | \$5.80 | \$2,070.60 |
| Subtotal: | | | | | | \$6,141.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,141.20 |

Crocker Riverside ES 2970 Riverside Blvd, Sacramento, CA 95818

Total Building Enrollment: 665, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 665 | \$7.25 | \$5.80 | \$3,857.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 665 | \$7.25 | \$5.80 | \$3,857.00 |
| Subtotal: | | | | | | \$9,714.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$9,714.00 |

David Lubin ES 3535 M St, Sacramento, CA 95816

Total Building Enrollment: 530, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 530 | \$7.25 | \$5.80 | \$3,074.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 530 | \$7.25 | \$5.80 | \$3,074.00 |
| Subtotal: | | | | | | \$8,148.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,148.00 |

Earl Warren ES 5420 Lowell St, Sacramento, CA 95820

Total Building Enrollment: 420, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 420 | \$7.25 | \$5.80 | \$2,436.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 420 | \$7.25 | \$5.80 | \$2,436.00 |
| Subtotal: | | | | | | \$6,872.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,872.00 |

Edward Kemble ES 7495 29th St, Sacramento, CA 95822

Total Building Enrollment: 521, Grade Range: K - 3

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 521 | \$7.25 | \$5.80 | \$3,021.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 521 | \$7.25 | \$5.80 | \$3,021.80 |
| Subtotal: | | | | | | \$8,043.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,043.60 |

Elder Creek ES 7934 Lemon Hill Ave, Sacramento, CA 95824

Total Building Enrollment: 803, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|-------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 803 | \$7.25 | \$5.80 | \$4,657.40 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 803 | \$7.25 | \$5.80 | \$4,657.40 |
| Subtotal: | | | | | | \$11,314.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$11,314.80 |

Ethel I Baker ES 5717 Laurine Way, Sacramento, CA 95824

Total Building Enrollment: 581, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 581 | \$7.25 | \$5.80 | \$3,369.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 581 | \$7.25 | \$5.80 | \$3,369.80 |
| Subtotal: | | | | | | \$8,739.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,739.60 |

Ethel Phillips ES 2930 21st Ave, Sacramento, CA 95820

Total Building Enrollment: 455, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 455 | \$7.25 | \$5.80 | \$2,639.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 455 | \$7.25 | \$5.80 | \$2,639.00 |
| Subtotal: | | | | | | \$7,278.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,278.00 |

Fern Bacon MS 4140 Cuny Ave, Sacramento, CA 95823

Total Building Enrollment: 701, Grade Range: 7 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 701 | \$7.25 | \$5.80 | \$4,065.80 |
| Subtotal: | | | | | | \$6,065.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,065.80 |

FR Keith B Kenny ES 3525 Milk Jr Blvd, Sacramento, CA 95817

Total Building Enrollment: 304, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 304 | \$7.25 | \$5.80 | \$1,763.20 |
| Subtotal: | | | | | | \$3,763.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,763.20 |

G W Carver Sch of Arts+Sci 10101 Systems Pkwy, Sacramento, CA 95827

Total Building Enrollment: 238, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 238 | \$7.25 | \$4.00 | \$952.00 |
| Subtotal: | | | | | | \$2,952.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,952.00 |

Genevieve F Didion ES 6490 Harmon Dr, Sacramento, CA 95831

Total Building Enrollment: 452, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 452 | \$7.25 | \$5.80 | \$2,621.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 452 | \$7.25 | \$5.80 | \$2,621.60 |
| Subtotal: | | | | | | \$7,243.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,243.20 |

Golden Empire ES 9045 Canberra Dr, Sacramento, CA 95826

Total Building Enrollment: 601, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 601 | \$7.25 | \$5.80 | \$3,485.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 601 | \$7.25 | \$5.80 | \$3,485.80 |
| Subtotal: | | | | | | \$8,971.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,971.60 |

Growth Public School 9320 Tech Center Dr, Sacramento, CA 95826

Total Building Enrollment: 243, Grade Range: K - 4

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 243 | \$7.25 | \$5.80 | \$1,409.40 |
| Subtotal: | | | | | | \$3,409.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,409.40 |

H W Harkness ES 2147 54th Ave, Sacramento, CA 95822

Total Building Enrollment: 294, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 294 | \$7.25 | \$5.80 | \$1,705.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 294 | \$7.25 | \$5.80 | \$1,705.20 |
| Subtotal: | | | | | | \$5,410.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,410.40 |

Hiram W Johnson HS 6879 14th Ave, Sacramento, CA 95820

Total Building Enrollment: 1879, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|------|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 1879 | \$7.25 | \$4.00 | \$7,516.00 |
| Subtotal: | | | | | | \$9,516.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$9,516.00 |

Hollywood Park ES 4915 Harte Way, Sacramento, CA 95822

Total Building Enrollment: 289, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 289 | \$7.25 | \$5.80 | \$1,676.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 289 | \$7.25 | \$5.80 | \$1,676.20 |
| Subtotal: | | | | | | \$5,352.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,352.40 |

Hubert H Bancroft ES 2929 Belmar St, Sacramento, CA 95826

Total Building Enrollment: 399, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| Subtotal: | | | | | | \$6,628.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,628.40 |

Isador Cohen ES 9025 Salmon Falls Dr, Sacramento, CA 95826

Total Building Enrollment: 263, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 263 | \$7.25 | \$5.80 | \$1,525.40 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 263 | \$7.25 | \$5.80 | \$1,525.40 |
| Subtotal: | | | | | | \$5,050.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,050.80 |

James W Marshall ES 9525 Goethe Rd, Sacramento, CA 95827

Total Building Enrollment: 388, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 388 | \$7.25 | \$5.80 | \$2,250.40 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 388 | \$7.25 | \$5.80 | \$2,250.40 |
| Subtotal: | | | | | | \$6,500.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,500.80 |

John Bidwell ES 1730 65th Ave, Sacramento, CA 95822

Total Building Enrollment: 266, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 266 | \$7.25 | \$5.80 | \$1,542.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 266 | \$7.25 | \$5.80 | \$1,542.80 |
| Subtotal: | | | | | | \$5,085.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,085.60 |

John Cabrillo ES 1141 Seamas Ave, Sacramento, CA 95822

Total Building Enrollment: 329, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 329 | \$7.25 | \$5.80 | \$1,908.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 329 | \$7.25 | \$5.80 | \$1,908.20 |
| Subtotal: | | | | | | \$5,816.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,816.40 |

John D Sloat ES 7525 Candlewood Way, Sacramento, CA 95822

Total Building Enrollment: 252, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 252 | \$7.25 | \$5.80 | \$1,461.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 252 | \$7.25 | \$5.80 | \$1,461.60 |
| Subtotal: | | | | | | \$4,923.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,923.20 |

John F Kennedy HS 6715 Gloria Dr, Sacramento, CA 95831

Total Building Enrollment: 2137, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|------|------------|------------|-------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 2137 | \$7.25 | \$4.00 | \$8,548.00 |
| Subtotal: | | | | | | \$10,548.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$10,548.00 |

John H Still School 2250 John Still Dr, Sacramento, CA 95832

Total Building Enrollment: 741, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|-------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 741 | \$7.25 | \$5.80 | \$4,297.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 741 | \$7.25 | \$5.80 | \$4,297.80 |
| Subtotal: | | | | | | \$10,595.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$10,595.60 |

John Morse Therapeutic Center 1901 60th Ave, Sacramento, CA 95822

Total Building Enrollment: 41, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| Subtotal: | | | | | | \$2,000.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,000.00 |

Kit Carson Intl Acad 5301 N St, Sacramento, CA 95819

Total Building Enrollment: 194, Grade Range: 7 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 194 | \$7.25 | \$4.00 | \$776.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 194 | \$7.25 | \$5.80 | \$1,125.20 |
| Subtotal: | | | | | | \$3,901.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,901.20 |

Language Academy Of Sacramento 2850 49th St, Sacramento, CA 95817

Total Building Enrollment: 610, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 610 | \$7.25 | \$5.80 | \$3,538.00 |
| Subtotal: | | | | | | \$5,538.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,538.00 |

Leataata Floyd ES 401 McClatchy Way, Sacramento, CA 95818

Total Building Enrollment: 319, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 319 | \$7.25 | \$5.80 | \$1,850.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 319 | \$7.25 | \$5.80 | \$1,850.20 |
| Subtotal: | | | | | | \$5,700.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,700.40 |

Leonardo Da Vinci School 4701 Joaquin Way, Sacramento, CA 95822

Total Building Enrollment: 676, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 676 | \$7.25 | \$5.80 | \$3,920.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 676 | \$7.25 | \$5.80 | \$3,920.80 |
| Subtotal: | | | | | | \$9,841.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$9,841.60 |

Luther Burbank HS 3500 Florin Rd, Sacramento, CA 95823

Total Building Enrollment: 1699, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|------|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 1699 | \$7.25 | \$4.00 | \$6,796.00 |
| Subtotal: | | | | | | \$8,796.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,796.00 |

Mark Twain ES 4914 58th St, Sacramento, CA 95820

Total Building Enrollment: 257, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 257 | \$7.25 | \$5.80 | \$1,490.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 257 | \$7.25 | \$5.80 | \$1,490.60 |
| Subtotal: | | | | | | \$4,981.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,981.20 |

Martin Luther King JR K-8 Sch 480 Little River Way, Sacramento, CA 95831

Total Building Enrollment: 316, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 316 | \$7.25 | \$5.80 | \$1,832.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 316 | \$7.25 | \$5.80 | \$1,832.80 |
| Subtotal: | | | | | | \$5,665.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,665.60 |

Matsuyama ES 7680 Windbridge Dr, Sacramento, CA 95831

Total Building Enrollment: 531, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 531 | \$7.25 | \$5.80 | \$3,079.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 531 | \$7.25 | \$5.80 | \$3,079.80 |
| Subtotal: | | | | | | \$8,159.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,159.60 |

New Joseph Bonnheim Cmty CS 7300 Marin Ave, Sacramento, CA 95820

Total Building Enrollment: 250, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 250 | \$7.25 | \$5.80 | \$1,450.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 250 | \$7.25 | \$5.80 | \$1,450.00 |
| Subtotal: | | | | | | \$4,900.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,900.00 |

New Technology HS 1400 Dickson St, Sacramento, CA 95822

Total Building Enrollment: 176, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 176 | \$7.25 | \$4.00 | \$704.00 |
| Subtotal: | | | | | | \$2,704.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,704.00 |

Nicholas ES 6601 Steiner Dr, Sacramento, CA 95823

Total Building Enrollment: 571, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 571 | \$7.25 | \$5.80 | \$3,311.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 571 | \$7.25 | \$5.80 | \$3,311.80 |
| Subtotal: | | | | | | \$8,623.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,623.60 |

O W Erlewine ES 2441 Stansberry Way, Sacramento, CA 95826

Total Building Enrollment: 266, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 266 | \$7.25 | \$5.80 | \$1,542.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 266 | \$7.25 | \$5.80 | \$1,542.80 |
| Subtotal: | | | | | | \$5,085.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,085.60 |

Oak Ridge ES 4501 Mlk Jr Blvd, Sacramento, CA 95820

Total Building Enrollment: 462, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 462 | \$7.25 | \$5.80 | \$2,679.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 462 | \$7.25 | \$5.80 | \$2,679.60 |
| Subtotal: | | | | | | \$7,359.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,359.20 |

Pacific ES 6201 41st St, Sacramento, CA 95824

Total Building Enrollment: 679, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 679 | \$7.25 | \$5.80 | \$3,938.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 679 | \$7.25 | \$5.80 | \$3,938.20 |
| Subtotal: | | | | | | \$9,876.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$9,876.40 |

Parkway ES 4720 Forest Pkwy, Sacramento, CA 95823

Total Building Enrollment: 497, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 497 | \$7.25 | \$5.80 | \$2,882.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 497 | \$7.25 | \$5.80 | \$2,882.60 |
| Subtotal: | | | | | | \$7,765.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,765.20 |

Peter Burnett ES 6032 36th Ave, Sacramento, CA 95824

Total Building Enrollment: 441, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 441 | \$7.25 | \$5.80 | \$2,557.80 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 441 | \$7.25 | \$5.80 | \$2,557.80 |
| Subtotal: | | | | | | \$7,115.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,115.60 |

Phoebe A Hearst ES 1410 60th St, Sacramento, CA 95819

Total Building Enrollment: 678, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 678 | \$7.25 | \$5.80 | \$3,932.40 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 678 | \$7.25 | \$5.80 | \$3,932.40 |
| Subtotal: | | | | | | \$9,864.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$9,864.80 |

Pony Express ES 1250 56th Ave, Sacramento, CA 95831

Total Building Enrollment: 399, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| Subtotal: | | | | | | \$6,628.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,628.40 |

Rosa Parks ES 2250 68th Ave, Sacramento, CA 95822

Total Building Enrollment: 618, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 618 | \$7.25 | \$5.80 | \$3,584.40 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 618 | \$7.25 | \$5.80 | \$3,584.40 |
| Subtotal: | | | | | | \$9,168.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$9,168.80 |

Rosemont HS 9594 Kiefer Blvd, Sacramento, CA 95827

Total Building Enrollment: 1437, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|------|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 1437 | \$7.25 | \$4.00 | \$5,748.00 |
| Subtotal: | | | | | | \$7,748.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,748.00 |

Sac High 2315 34th St, Sacramento, CA 95817

Total Building Enrollment: 418, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 418 | \$7.25 | \$4.00 | \$1,672.00 |
| Subtotal: | | | | | | \$3,672.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,672.00 |

Sacramento Accelerated Academy 5601 47th Ave, Sacramento, CA 95824

Total Building Enrollment: 300, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 300 | \$7.25 | \$4.00 | \$1,200.00 |
| Subtotal: | | | | | | \$3,200.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,200.00 |

Sam Brannan MS 5301 Elmer Way, Sacramento, CA 95822

Total Building Enrollment: 365, Grade Range: 7 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 365 | \$7.25 | \$5.80 | \$2,117.00 |
| Subtotal: | | | | | | \$4,117.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,117.00 |

Sava-Cnty Impact Academy 815 South St, Sacramento, CA 95811

Total Building Enrollment: 135, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 135 | \$7.25 | \$4.00 | \$540.00 |
| Subtotal: | | | | | | \$2,540.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,540.00 |

Sava-Natomas 1214 N Market Blvd, Sacramento, CA 95834

Total Building Enrollment: 135, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 135 | \$7.25 | \$4.00 | \$540.00 |
| Subtotal: | | | | | | \$2,540.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,540.00 |

Sava-Sim Center 6207 Logan St Ste 900, Sacramento, CA 95824

Total Building Enrollment: 135, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 135 | \$7.25 | \$4.00 | \$540.00 |
| Subtotal: | | | | | | \$2,540.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,540.00 |

School of Engineering+Science 7345 Gloria Dr, Sacramento, CA 95831

Total Building Enrollment: 192, Grade Range: 7 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 192 | \$7.25 | \$4.00 | \$768.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 192 | \$7.25 | \$5.80 | \$1,113.60 |
| Subtotal: | | | | | | \$3,881.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,881.60 |

Sequoia ES 3333 Rosemont Dr, Sacramento, CA 95826

Total Building Enrollment: 378, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 378 | \$7.25 | \$5.80 | \$2,192.40 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 378 | \$7.25 | \$5.80 | \$2,192.40 |
| Subtotal: | | | | | | \$6,384.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,384.80 |

Sol Aureus College Prep 6620 Gloria Dr, Sacramento, CA 95831

Total Building Enrollment: 392, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 392 | \$7.25 | \$5.80 | \$2,273.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 392 | \$7.25 | \$5.80 | \$2,273.60 |
| Subtotal: | | | | | | \$6,547.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,547.20 |

St Hope PS 7 ES 5201 Strawberry Ln, Sacramento, CA 95820

Total Building Enrollment: 356, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 356 | \$7.25 | \$5.80 | \$2,064.80 |
| Subtotal: | | | | | | \$4,064.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,064.80 |

St Hope PS 7 MS 2315 34th St, Sacramento, CA 95817

Total Building Enrollment: 250, Grade Range: 6 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 250 | \$7.25 | \$5.80 | \$1,450.00 |
| Subtotal: | | | | | | \$3,450.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,450.00 |

Success Academy 5601 47th Ave, Sacramento, CA 95824

Total Building Enrollment: 23, Grade Range: 4 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 23 | \$7.25 | \$5.80 | \$133.40 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 23 | \$7.25 | \$5.80 | \$133.40 |
| Subtotal: | | | | | | \$2,266.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,266.80 |

Susan B Anthony ES 7864 Detroit Blvd, Sacramento, CA 95832

Total Building Enrollment: 327, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 327 | \$7.25 | \$5.80 | \$1,896.60 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 327 | \$7.25 | \$5.80 | \$1,896.60 |
| Subtotal: | | | | | | \$5,793.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,793.20 |

Sutter MS 3150 I St, Sacramento, CA 95816

Total Building Enrollment: 1150, Grade Range: 7 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|------|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 1150 | \$7.25 | \$5.80 | \$6,670.00 |
| Subtotal: | | | | | | \$8,670.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,670.00 |

Sutterville ES 4967 Monterey Way, Sacramento, CA 95822

Total Building Enrollment: 455, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 455 | \$7.25 | \$5.80 | \$2,639.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 455 | \$7.25 | \$5.80 | \$2,639.00 |
| Subtotal: | | | | | | \$7,278.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$7,278.00 |

Tahoe ES 3110 60th St, Sacramento, CA 95820

Total Building Enrollment: 319, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 319 | \$7.25 | \$5.80 | \$1,850.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 319 | \$7.25 | \$5.80 | \$1,850.20 |
| Subtotal: | | | | | | \$5,700.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,700.40 |

The Met Sacramento HS 810 V St, Sacramento, CA 95818

Total Building Enrollment: 240, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 240 | \$7.25 | \$4.00 | \$960.00 |
| Subtotal: | | | | | | \$2,960.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$2,960.00 |

Theodore Judah ES 3919 McKinley Blvd, Sacramento, CA 95819

Total Building Enrollment: 529, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 529 | \$7.25 | \$5.80 | \$3,068.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 529 | \$7.25 | \$5.80 | \$3,068.20 |
| Subtotal: | | | | | | \$8,136.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$8,136.40 |

Washington ES 520 18th St, Sacramento, CA 95811

Total Building Enrollment: 234, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 234 | \$7.25 | \$5.80 | \$1,357.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 234 | \$7.25 | \$5.80 | \$1,357.20 |
| Subtotal: | | | | | | \$4,714.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,714.40 |

West Campus HS 5022 58th St, Sacramento, CA 95820

Total Building Enrollment: 829, Grade Range: 9 - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | 9-12 | 14936.0 | 829 | \$7.25 | \$4.00 | \$3,316.00 |
| Subtotal: | | | | | | \$5,316.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,316.00 |

Will C Wood MS 6201 Lemon Hill Ave, Sacramento, CA 95824

Total Building Enrollment: 708, Grade Range: 7 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 708 | \$7.25 | \$5.80 | \$4,106.40 |
| Subtotal: | | | | | | \$6,106.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,106.40 |

William Land ES 2120 12th St, Sacramento, CA 95818

Total Building Enrollment: 399, Grade Range: PK - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 399 | \$7.25 | \$5.80 | \$2,314.20 |
| Subtotal: | | | | | | \$6,628.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,628.40 |

Woodbine ES 2500 52nd Ave, Sacramento, CA 95822

Total Building Enrollment: 299, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 299 | \$7.25 | \$5.80 | \$1,734.20 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 299 | \$7.25 | \$5.80 | \$1,734.20 |
| Subtotal: | | | | | | \$5,468.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,468.40 |

Yav Pem Suab Academy 7555 S Land Park Dr, Sacramento, CA 95831

Total Building Enrollment: 465, Grade Range: K - 6

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$600.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Advanced User Package - One Advanced User Session | Multiple | 19989.0 | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 465 | \$7.25 | \$5.80 | \$2,697.00 |
| Subtotal: | | | | | | \$4,697.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,697.00 |

Sacramento City USD 5735 47th Ave, Sacramento, CA 95824

Total Building Enrollment: 31194, Grade Range: PK - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|--------|
| Professional Development i-Ready Assessment Add on Leadership Session | Multiple | 19990.0 | 8 | \$0.00 | \$0.00 | \$0.00 |
| Subtotal: | | | | | | \$0.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$0.00 |

Total

| | |
|---------------------|---------------------|
| List Total: | \$711,360.00 |
| Savings: | \$172,742.60 |
| Merchandise Total: | \$538,617.40 |
| Voucher/Credit: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Estimated Shipping: | \$0.00 |
| Total: | \$538,617.40 |

Special Notes

All i-Ready purchases require professional development.
20% discount applied to i-Ready based on scope of quote.
For budgeting purposes only, final quote needed with updated quantities

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

This quote is for budgeting/estimate purposes only - cannot be used to purchase

Y89

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

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If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

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| Order Amount | Freight Amount |
|-----------------------|-----------------------|
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| \$1,000 to \$4,999.99 | 10% of order |

| Order Amount | Freight Amount |
|---------------------------|----------------|
| \$5,000.00 to \$99,999.99 | 9% of order |
| \$100,000 and more | 7% of order |

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The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

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Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at <https://www.curriculumassociates.com/PDTOS>.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Name of organization and EIN: Heart Core Consulting, 93-1778601

Points of Contact:

Programmatic –

Martha Merchant, PsyD | Co-Founder
415-547-0838 | docmartha@heartcoreconsulting.com

Administrative –

Stephanie Guinosso, PhD, MPH | Co-Founder
530-559-5221 | sguinosso@heartcoreconsulting.com

Description of Heart Core Consulting

Heart Core Consulting partners with school communities and school-based health professionals to create more trauma-informed, racially just, safe and supportive school environments. Our multidisciplinary team of mental health, education, and public health professionals offer tailored professional development, individual and group consultation, and learning-centered evaluation services to guide our partners towards sustained individual and organizational change.

Our professional development and consultation draws upon the HEARTS (Healthy Environments and Response to Trauma in Schools) model, developed by Dr. Joyce Dorado. HEARTS is a whole-school prevention and intervention approach that addresses trauma and chronic stress at the student, staff, caregiver, and school organizational levels. HEARTS is guided by six core trauma-informed principles that are grounded in extensive research on trauma-interventions and trauma-informed systems, modified for educational settings. HEARTS builds the capacity of school leadership and staff to integrate the HEARTS principles into school-wide practices, procedures, and policies through a distributed learning model of ongoing professional development training and consultation. HEARTS integrates with school programs and initiatives to enhance feasibility, effectiveness, and sustainability.

Heart Core Consulting Team

Dr. Martha Merchant, Co-Founder Heart Core Consulting, has worked with children, youth, and families who have experienced trauma for the past 17 years. doc Martha is a biracial Korean/white, non-binary person and abolitionist, working to empower others and to change the systems of oppression that exist all around us. She works with people often viewed as being on the downside of power, including children, people of color, poly families as well as LGBTQ folk. She is also committed to working with interns/postdocs and educators, who are also systematically undervalued. She earned her colonial credentials (M.A. in Marriage and Family

Therapy and her Psy.D. in Clinical Psychology) at the Minnesota School of Professional Psychology. She came to San Francisco to train and work with Dr. Joyce Dorado, Ph.D., co-founder of HEARTS (Healthy Environments and Response to Trauma in Schools), at the University of California, San Francisco. doc Martha provides training and consultation in order to create more trauma informed, racially just, safe and supportive school environments. doc Martha will lead all programmatic efforts (i.e., training and consultation) for this contract.

Dr. Stephanie Guinosso (she/her), Co-Founder Heart Core Consulting, is a “pracademic” focused on the development and implementation of programs and systems change efforts that promote resiliency and flourishing with youth, families, and communities. She has served as PI or Co-PI on 6 research and evaluation studies focused on integrating trauma-informed practices and approaches into schools, school-based health centers, and youth programming, including the HEARTS Professional Learning Institute in partnership with Dr. Joyce Dorado. Her research has influenced national, state, and local policy and funding streams to advance more trauma-informed and healing-centered systems for children, youth, and families. Dr. Guinosso has also led national training and technical assistance efforts with the Johns Hopkins University and ETR Associates, including the NIH-funded Connect to Protect, the Family and Youth Services Bureau’s Personal Responsibility and Education Project (PREP), and CDC’s Division of Adolescent and School Health. She brings a wealth of experience in program development, research translation, and distributive learning professional development to the Heart Core Consulting team. Dr. Guinosso will oversee all administrative needs and support training and consultation development for this contract.

Rani Lacs Marcos (they/siya), is a Mental Health Clinician and a Public Education Consultant for HEARTS since 2018. Their work with HEARTS was embedded at Bessie Carmichael Schools/Filipino Education Center within San Francisco Unified School District (SFUSD). During that time they provided direct clinical services, as well as training and consultation, to school communities around co-creating a trauma-informed, healing-centered, culturally-affirming and restorative learning environment. Since completing their 3 year term, Rani has expanded their work as a HEARTS Consultant with UC Berkeley, and began working with public schools associated with HEARTS Professional Learning Institute. There, Rani was responsible for co-leading trainings, content development, and facilitating consultancy groups with teachers and staff; they also led youth listening sessions with students of the global majority (Black and Indigenous students of color). Rani's approach is guided by their ancestral roots in Bicol, Pampanga and Cagayan Valley, as well as their bakla immigrant framework developed in Sacramento Valley and the San Francisco Bay Area. They have worked as a community organizer, creative facilitator, substance use counselor, educator, and therapist for children, youth, families, and im/migrants from black and brown nations; they have also focused on serving LGBTQ folks, artists, and other communities marginalized by systems of oppression. Rani

received their Masters Degree in Counseling Psychology with a concentration in Drama Therapy from the California Institute of Integral Studies, and served as a core member of the Filipino Mental Health Initiative - San Francisco.

Project Activities and Corresponding Budget

| Project Activities | Timeline | Budget |
|--|------------------------------------|------------------|
| <p>Project Management, Planning and Coordination</p> <ul style="list-style-type: none"> Attend weekly, 90-minute meetings with C&I team and partners to plan and coordinate professional development and consultation on trauma-informed (TI) principles; one in-person meeting per month, others virtual Provide overall project management and oversight | Ongoing Aug 2023 - June 2024 | \$92,000 |
| <p>Trainings and Consultation</p> <p>Site and Department Leaders</p> <ul style="list-style-type: none"> Lead in-person training July 31 - Aug 2, 2023 for Site and Department Leaders (Central Office Leaders, Principals, APs, SICs, TSs) to build foundational knowledge on TI principles, support Site and Department Leaders in their role as Anti-Racist/Trauma-Informed (AR/TI) leaders, and prepare Site and Department Leaders for AR/TI 30-day launch Lead in-person monthly professional development for Site and Department Leaders (Department Leads, Principals, APs, SICs, TSs) to deepen knowledge and skills on TI principles and apply TI Principles to their respective leadership roles; HCC and EPOCH will attend all monthly sessions and alternate months for leading sessions Lead virtual monthly consultation for Site and Department Leaders (Department Leads, Principals, APs, SICs, TSs) during which Site and Department leads will present current issues or challenges and receive peer-to-peer support and expert consultation; led by HCC and attended by EPOCH <p>TOTCs</p> <ul style="list-style-type: none"> Lead in-person monthly professional development for TOTCs to deepen knowledge and skills on TI principles and deliver TI consultation; led by HCC and attended by EPOCH | Ongoing Aug 2023 - June 2024 | \$317,000 |

HEART CORE CONSULTING

| | | |
|---|--|------------------|
| <ul style="list-style-type: none"> ● Lead virtual monthly consultation for TOTCs during which TOTCs will present current issues or challenges and receive peer-to-peer support and expert consultation; led by HCC and attended by EPOCH <p>Certificated Staff</p> <ul style="list-style-type: none"> ● Lead in-person training August 28-29, 2023 for certificated staff to build foundational knowledge on TI principles ● Lead a virtual professional development series for certificated staff to build foundational knowledge and skills of trauma-informed principles and approaches; the series will consist of 4 PD sessions, and each series will be delivered twice over the course of the year <p>Classified Staff</p> <ul style="list-style-type: none"> ● Lead a virtual professional development series for classified staff to build foundational knowledge and skills of trauma-informed principles and approaches; the series will consist of 4 PD sessions, and each series will be delivered twice over the course of the year | | |
| <p>HEARTS Professional Learning Institute (PLI)</p> <ul style="list-style-type: none"> ● Co-facilitate in-person training August 17-18, 2023 for the HEARTS PLI to build foundational knowledge on TI principles for the three participating HEARTS PLI schools ● Provide in-person site consultation for the three participating HEARTS PLI schools once/month for each school ● Facilitate in-person listening sessions for youth and caregivers at each participating HEARTS PLI school, including incentives for participating youth and caregivers | | \$83,000 |
| <p>Other Costs</p> <ul style="list-style-type: none"> ● Other costs include supplemental materials for all trainings and access for all training participants to the Heart Core Communities collaborative networking site and HEARTS toolkit | | \$8000 |
| TOTAL BUDGET | | \$500,000 |

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement") is made and entered into effective February 15, 2021 by and between the Sacramento City Unified School District ("District") and Sata Collaborates, LLC ("Consultant"), and is continuously in effect and amended on July 1, 2023.

1. Consulting Services. Consultant agrees to provide District consulting services regarding the District's Capital Bond Program, Monitor/Compliance, Green Initiatives and other facilities-related projects as assigned. Consultant's services are limited to his role as an advisor to the District. Consultant follows his own methods in rendering advisory services. Evaluation of staff will remain with the District. The parties anticipate that Consultant will provide these services for no more than two workdays per week.
2. Consultant Qualifications. Consultant represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
3. Term. This Agreement shall begin on February 15, 2021 and terminate on the amended date of December 31, 2024. There shall be no extension of the Agreement without express written consent of all parties.
4. Compensation. Consultant shall be compensated at an amended daily rate of \$1,800 per day, not to exceed two days a week (and \$15,000 per month, excluding incidental expenses), through the term of this Agreement pursuant to paragraph three above. A day will be considered an eight-hour period, inclusive of meals, breaks, travel, etc. Consultant will not exceed two days of work per week. If more than two (2) days in a week are requested by the District, a new monthly rate will be negotiated. Consultant will not receive fringe benefits except that he will be reimbursed at the rate of per diem meals and for mileage in accordance with the District's reimbursement policy in connection with his scope of work. Consultant may adjust billing rates once per year.
5. Payment. Checks will be made payable to Sata Collaborates, LLC (or by electronic deposit to an account provided by Consultant). District agrees to pay Consultant within thirty (30) days of receipt of invoice.
6. Incidental Expense. Consultant shall be reimbursed for lodging, travel, and per diem expenses. Receipts will be provided for lodging costs only. Personal car reimbursement will be at the IRS allowable rate (currently \$0.625 per mile) and meals will be reimbursed at a per diem rate of \$60 for each day on site. No reimbursements will be made for off-site work.
7. California Residency. Consultant shall complete and attach IRS Form W-9.
8. Conflict of Interest. Consultant does not have, or anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Consultant or his spouse with personal financial gain as a result of any recommendation, advice or any other action taken by Consultant during the rendition of services under this Agreement.

9. Termination of Agreement. Either District or Consultant may terminate this Agreement at any time for any reason upon 30-day written notice. In the event of early termination, Consultant shall be paid for work performed up to the date of termination. The District may then proceed with the work in any manner the District deems appropriate.
10. Indemnity. The Consultant and District shall mutually defend, indemnify, and hold each other harmless, including the Consultant and the District and its agents, employees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (included, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of the contract (including, but not limited to) the Consultant's use of the site; the Consultant's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, members of the Board of Trustees, for any willful act, omission, negligence, or willful misconduct of the Consultant or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Consultant's liability is limited to fees paid in the current calendar year of the contract.
11. Worker's Compensation Insurance. Consultant agrees to provide all necessary workers' compensation insurance of Consultant's employees, if any, at Consultant's own cost and expense.
12. Taxes. Consultant agrees that Consultant has no entitlement or any future work from the District or to any employment or fringe benefits from the District. Payments to the Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.
13. Assignment. The Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
15. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court of California.

17. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.
18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives notice.

District:
Sacramento City Unified School District
Rose Ramos, Chief Business Officer
5735 47th Avenue
Sacramento, CA 95824

Consultant:
Dr. Leigh T. Sata, AIA
Sata Collaborates, LLC
333 Beale Street, Unit 8i
San Francisco, CA 94105

19. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Consultant's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Consultant agrees to comply with applicable federal and California laws.
20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do so shall constitute material breach.
21. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, not explained or supplemented by evidence of consistent additional terms.
22. Execution of Other Documents. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

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

Executed at Sacramento, California and San Francisco, CA, on the date and year first written above.

DISTRICT:

Jesse Castillo
Assistant Superintendent

Date

CONSULTANT:



Sata Collaborates, LLC

7/15/23

Date



Contract for Services - Sacramento City USD Facilities Department

Prepared for 2023-24

▼ General Provisions

1. This Contract is entered into this June 14, 2023 between **Sacramento City USD Facilities Department** (hereinafter referred to as “CLIENT”) and **Epoch Education, Inc.** (hereinafter referred to as “COMPANY”) for the purpose of providing services to CLIENT as outlined in this Contract.

2. **Compliance with Laws, Statutes, Regulations, CLIENT Policies and Procedures**

During the term of this contract unless otherwise agreed, COMPANY shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. COMPANY shall also comply with all CLIENT policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to COMPANY.

3. **Term and Conditions of Contract**

The term (“Term”) of this CONTRACT shall **commence on** July 1, 2023, and shall **end on** June 30, 2024.

Client shall be truthful with COMPANY, cooperate with COMPANY in its provision of services under this Contract, keep COMPANY informed of key developments impacting the provision of services under this Contract, perform the obligations it has agreed to perform under this Contract and pay COMPANY bills in a timely manner.

4. **Exclusive Contract**

This Contract is the entire agreement between COMPANY and CLIENT.

5. Modifying the Contract

This Contract may be modified by a writing signed by both parties or as provided for in Article 12. If COMPANY also signs an Independent Contractor Agreement (“ICA”) provided by CLIENT, the provisions in #7 – Ownership of Material and #13 – Termination, of this Contract shall supersede any conflicting provisions in CLIENT’S ICA.

6. Headings

The headings used in this Contract are for convenience only and shall not be used to limit or construe the contents of this Contract.

7. Ownership of Materials

The COMPANY shall retain the creative rights to all original materials, data and similar items, produced by the COMPANY hereunder in connection with the Services under this Contract. All services and software used by the COMPANY shall at all times be the sole property of the COMPANY and under no circumstances shall CLIENT have any interest in or rights to the title to such materials, or software. CLIENT acknowledges that the COMPANY may use and modify existing materials for CLIENT’S benefit and that CLIENT holds no rights to such materials.

▼ Administration of Contract

8. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to CLIENT shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to COMPANY shall be addressed as indicated on Notice page of this Contract.

9. Severability Clause

If any provision of this Contract shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract, the remaining provisions of this Contract shall remain in full force and effect.

10. Successors in Interest

This Contract binds COMPANY's successors and assignees.

11. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract.

12. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the CLIENT to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The CLIENT shall provide the COMPANY thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. The COMPANY and CLIENT may otherwise amend or modify this Contract by mutually agreeing to such amendment or modification in a written agreement signed by both parties at any time.

13. Termination

Either party may terminate this Contract on or after the thirtieth (30th) day after such party gives the other party written notice by mail or email of a material breach by other party, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

This Contract may be terminated without cause by CLIENT upon fourteen (14) days written notice to the COMPANY. In the event of a termination without cause, the CLIENT shall pay COMPANY for all services performed and all expenses incurred under this Contract supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. The COMPANY will provide CLIENT with documentary evidence of charges incurred up until the date of termination within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such documentary evidence is provided.

Under no circumstances will the COMPANY give refunds of monies paid for any Services provided, as defined in Article 21 of this Contract. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right to pursue the options for relief explained in Article 15 of this Contract. The CLIENT's termination of the Contract shall in no way affect either party's obligation to hold harmless and indemnify the other party in accordance with Article 18 of this Contract.

14. Handling of Disputes.

Any disputes or disagreements between COMPANY and CLIENT regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section and section 15 below of the Contract. The provision in this section of the Contract and section 15 below shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non- monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CLIENT is the party claiming injury, CLIENT shall notify COMPANY'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If COMPANY is the party claiming injury, COMPANY shall notify the CLIENT'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

The Parties further agree that any dispute regarding this Contract, and any claim made by CLIENT for return of monies paid to the COMPANY, shall be handled in accordance with applicable State and Federal laws. CLIENT agrees that it is liable to pay the COMPANY for the work already performed as of the time of the cancellation request, as indicated in Article 20 of this Contract. The COMPANY will provide CLIENT with an itemization of days spent within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such itemization is provided. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right pursue the options for relief explained in Article 15 of this Contract.

15. Arbitration

If a dispute arises under this Contract that cannot be resolved informally, the parties agree to resolve the dispute with the help of a mutually agreed-upon mediator in the Greater San Francisco Bay Area, California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves

impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the Greater San Francisco Bay Area, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

16. Insurance

COMPANY shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by COMPANY, its agents, representatives, or employees.

- COMPANY shall maintain limits of insurance no less than:
Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
- Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the CLIENT.

If CLIENT or COMPANY determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17. Independent Company

It is expressly understood and agreed to by both parties that COMPANY, while carrying out and complying with any of the terms and conditions of this Contract, is an independent COMPANY and is not an employee of the Client. At times, it may be necessary for COMPANY to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of COMPANY.

18. Indemnification and Hold Harmless

COMPANY shall indemnify and hold CLIENT and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("CLIENT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of COMPANY, including,

without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, CLIENT and CLIENT Indemnities).

CLIENT shall indemnify and hold COMPANY and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("COMPANY Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CLIENT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding COMPANY and/or any COMPANY Indemnities).

19. Non-Discrimination

COMPANY shall not unlawfully discriminate on the basis of any characteristic protected under the laws of the State of California, including, but not limited to, race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

▼ Compensation

20. Rates

Consultation and Technical Assistance: CLIENT shall pay COMPANY a total amount of **\$140,000** for services provided under this Contract.

CLIENT agrees to reimburse COMPANY for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage and facsimile transmittals. CLIENT agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of CLIENT or by emergency conditions, which occasionally arise.

COMPANY shall invoice CLIENT **\$35,000** upon execution, and the remainder as follows:

\$35,000 on October 1, 2023

\$35,000 on January 1, 2024

\$35,000 on March 1, 2024


Total Contract Amount: Not to exceed **\$140,000**

▼ Work to be Performed

21. Services to be rendered to CLIENT by the COMPANY as described below:

▼ **Equity Learning In Action Series (ELIAS)**

Participants will develop a collective equity lens, self-reflective practices, and compassionate communication skills by applying the RIR Protocol™ – a framework for Compassionate Dialogue – to identify and discuss how foundational topics such as Implicit Bias, Identity, Systemic Racism, Marginalization, Privilege and Belonging impact their organization.



- Facilities Department (300 people)
- 4 x 2-hour sessions (for up to 50 participants)
- 6 cohorts
- 1 facilitator

Cost: \$140,000 (\$25,000/cohort - \$10,000 Returning Client Discount)

▼ **Signature**

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.



| | |
|--|---|
| Epoch Education | Sacramento City USD Facilities Department |
| Signed by: Susan Callender, Operations Officer | Signed by: |
| Date: June 14, 2023 | Date: |

▼ **Notices**

| Notices to COMPANY shall be addressed to: | Notices to CLIENT shall be addressed to: |
|--|---|
| Epoch Education | Sacramento City USD Facilities Department |
| Susan Callender, Operating Officer | |
| 5627 Telegraph Ave. #220 Oakland, CA 94609 | 5735 47th Ave Sacramento, CA 95824 |
| susan@epocheducation.com | |



SAN JOAQUIN COUNTY OFFICE OF EDUCATION SEIS BILLING SERVICES AGREEMENT

This Agreement made and entered this August 1, 2023 between **Sacramento City Unified School District, a California public school district** hereinafter referred to as “**CLIENT**”, having an address at 5735 47th Avenue, Sacramento, California 95824 and **San Joaquin County Office of Education, a California County Office of Education**, hereinafter referred to as “**SJCOE**” having an address at 2922 Transworld Drive, Stockton, California 95206.

The parties hereto agree that **SJCOE** will provide Local Education Agency (LEA) Medi-Cal Billing Option Claiming Services outlined in the California State Plan under Title XIX of the Social Security Act. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION, EVERGREEN CLAUSE AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing on August 1, 2023, for preparing LEA Medi-Cal Billing Option claims for **CLIENT**. Claims will be submitted on a monthly basis for such claims **SJCOE** receives from **CLIENT**.

This Agreement shall automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

CLIENT may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

2. SEIS BILLING INPUT DATA

CLIENT shall be responsible for the input of all electronic entries into the Special Education Information System (SEIS) (IEP & Non-IEP) Billing, which **SJCOE** will process claims. Accurate, complete, and correct data necessary for **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** will however make every reasonable effort to verify the completeness and accuracy of information underlying the claims it submits on the **CLIENT**'s behalf. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **CLIENT** to electronically enter such data, shall be the sole responsibility of **CLIENT** and every reasonable effort shall be made to correct such data by **CLIENT**. **CLIENT** shall notify **SJCOE** of any incorrect data and in the event **CLIENT** requests **SJCOE** to

complete the necessary Claim Inquiry Form (CIF) to retract and resubmit such claims **SJCOE** will charge **CLIENT** a processing fee of \$45.00 per hour.

Claim Submission and LEA claims must be received by the Department of Health Care Services (DHCS) Fiscal Intermediary (FI) Twelve-Month Billing Limit within (12) months following the month in which services were rendered. **SJCOE** will make every reasonable effort to submit each Medi-Cal claim within thirty (30) days of the claim input by **CLIENT**. **SJCOE** will also make every reasonable effort to bill any necessary retroactive claims in order to minimize revenue lost due to Medi-Cal's one (1) year billing limit. **CLIENT** acknowledges that in the event Medi-Cal denies reimbursement of a claim, such denials are common and **SJCOE** will randomly monitor these denials and make every attempt to re-bill for reconsideration of reimbursement by Medi-Cal.

3. **CLIENT PAPER LOGS**

If **CLIENT** elects to submit paper billing logs for the documentation of medically necessary services (excluding transportation trip logs), **SJCOE** will charge **CLIENT** an additional 5% for submission time, secured storage and processing. The additional 5% fee will apply only to the total amount reimbursed in specialized nursing services. **CLIENT** is ultimately responsible for the accuracy and completeness of paper logs submitted based on the minimum standards set forth by the Department of Health Care Services (DHCS). **CLIENT** agrees to provide **SJCOE**, on a timely basis, all forms and documentation in a manner prescribed by **SJCOE** and as required for the successful preparation and submission of claims.

4. **COST AND REIMBURSEMENT COMPARISON SCHEDULE SERVICES**

The Cost and Reimbursement Comparison Schedule (CRCS) is a mandatory requirement for participation in the LEA Medi-Cal Billing Option Program (LEA Program). The LEA Program requires that LEAs annually certify that the public funds expended for LEA services provided are eligible for federal financial participation, in accordance with 42 CFR 433.51 **CLIENT** ensures that only employees and/or contractors providing direct health services (mental health, speech, nursing, occupational, physical therapy, etc.) whom are listed on the Time Study Participant (TSP) cost pool 1 in a given quarter, may be included on the CRCS for that quarter. **SJCOE** will prepare the required bridging document template required by DHCS to include the eligible participants per quarter and provide to **CLIENT** for fiscal data completion. Upon receiving the fiscal information from **CLIENT**, **SJCOE** will prepare the CRCS report on behalf of **CLIENT**. **CLIENT** will certify the CRCS for accuracy prior to **SJCOE**'s submission to DHCS. The submission of the CRCS is ultimately the responsibility of the **CLIENT**. Under DHCS' guidelines, failure to submit the CRCS may put the LEA at risk of future withholds of reimbursement and/or termination in the LEA BOP Program.

5. OPERATING PROCEDURES

SJCOE shall be responsible for the processing of all claims for services rendered by **CLIENT** and its employees, which have been electronically submitted to **SJCOE** for processing. **SJCOE** will obtain and store pupil's Medi-Cal beneficiary eligibility in accordance with a signed Department of Health Care Services, Agreement for Disclosure and Use of Medi-Cal Data (hereinafter "Data Use Agreement" or "DUA") between the **CLIENT**, **SJCOE** and DHCS, attached hereto as Exhibit "A" and hereby incorporated by reference.

SJCOE agrees to:

- a. Provide training and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims for interim reimbursement.
- b. Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program, School-Based Medi-Cal Administrative Activities and the Random Moment Time Survey Process. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to the provision of services under this Agreement.
- c. Establish and maintain procedures for the timely preparation of claims to the DHCS Fiscal Intermediary. This includes setting time schedules that must be adhered to by **CLIENT**'s staff.
- d. Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit monthly claims to the DHCS Fiscal Intermediary for payment.
- e. **SJCOE** will provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. **SJCOE** will provide program support to **CLIENT** and will direct other resources to **CLIENT** as required. **SJCOE** will coordinate training and on-site support activities with the **CLIENT**.
- f. The Department of Health Care Services Audits and Investigations unit (A&I) conducts multiple levels of audits ranging from random claims audits, CRCS audits (most common) to field audits. In the event of any of these audits, **SJCOE** will act as the liaison between the **CLIENT** and the auditor via email, phone, and virtual meetings to support the **CLIENT** in the audit process. Upon receiving an audit entrance letter from the DHCS, **CLIENT** agrees to notify and send **SJCOE** the entrance letter within 72 hours of receipt. Upon **SJCOE**'s receipt of the audit entrance letter from **CLIENT**, within 72 hours or less than, **SJCOE** will provide **CLIENT** the requested documentation to include production logs showing all processed claims for the audit year. Potential fees owed by, or returned, to the district will be based upon the specific final audit findings and circumstances.

CLIENT agrees to:

- a. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000. **CLIENT** will ensure that all qualified practitioners' licensure and credentials are current and in good standing with the respective licensing agent. **CLIENT** will notify **SJCOE** in writing of any changes in staffing both of employed and contracted practitioners.
- b. As of July 1, 2021 in order to be eligible to receive interim reimbursement under the LEA Medi-Cal Billing Option Program, **CLIENT** shall follow all guidelines set forth by CMS and DHCS in participation and cooperation in School-Based Medi-Cal Administrative Activities (SMAA) Random Moment Time Study (RMTS) unless otherwise acting as a model 2 SJCOE contracting out for ALL direct health service practitioners. **CLIENT** agrees to ensure that claims and costs are necessary for the proper and efficient administration of LEA Medi-Cal Billing Option Services. **CLIENT** agrees to ensure that individuals submitting claims for LEA Medi-Cal Billing Option Program are also included on the quarterly SMAA Cost Pool as a direct service provider (Cost Pool 1) and participates in the SMAA program in accordance with DHCS and CMS guidelines.
- c. **SJCOE** recommends **CLIENT** implement a compliance plan in accordance with the Centers for Medicaid Services (CMS) and the Affordable Care Act. The Compliance plan is intended to assist Local Education Agencies (LEA) in developing and implementing effective compliance programs that promote, adherence to, and allow for, the efficient monitoring of compliance with all applicable statutory, regulatory and Medicaid program requirements. An effective compliance plan should both articulate and demonstrate the LEAs commitment to ethical and legal business conduct and create a culture of compliance Federal Register / Vol. 63, No. 243 /. **CLIENT** agrees to adhere to all Policy and Procedure letters (PPL) relating to the LEA Medi-Cal Billing Option Program, School-Based Medi-Cal Administrative Activities and Targeted Case Management. **CLIENT** agrees to share the SMAA Quarterly Time Survey Participant lists with **SJCOE** Compliance staff to ensure accurate billing claims.
- d. Provide a contact person(s) who shall serve as coordinator(s) for all **CLIENT** activities (LEA BOP and SMAA). These person(s) will work directly with **SJCOE's** management and support staff to ensure program compliance and authenticity.
- e. Arrange for **CLIENT** staff to attend training sessions related to the electronic data input of SEIS billing and form/documentation completion. **CLIENT** will assume

the responsibility of overseeing the participation of electronic entries and/or paper forms submitted to **SJCOE**.

- f. In accordance with Title 42 of the Code of Federal Regulations (CFR), Sections 455.410 & 455.440, **CLIENT** agrees to include the National Provider Identifier (NPI) number of the Ordering Referring and Prescribing (ORP) practitioner on claims for treatment health care services. **CLIENT** also agrees that all practitioners who order, refer or prescribe treatment services must be individually enrolled as a Medi-Cal ORP provider.

6. **FEE SCHEDULE**

CLIENT shall pay **SJCOE** by the number of processing and administrative hours worked. In accordance with regulations 42 CFR §447.10 and 22 CCR § 51502.1, **SJCOE** will validate the number of hours worked on the project by assuming approximately 20% of the LEA Coordinator's time at \$84.00/hour and 80% of the LEA Project Liaison's time at \$51/hour. For **CLIENT** convenience, this typically amounts in and around to 12.0 percent charged to the LEA, however a percentage charge is prohibited by Federal regulations.

SJCOE anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within sixty (60) days of the date of invoice. A \$75 late fee will be applied to each monthly invoice where **SJCOE** has not received payment within the ninety (90) days of the date of invoice.

7. **OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF DATA**

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

CLIENT will abide by all Recitals as set forth in **CLIENT'S** (SEIS) Technology Agreement specific to AB 1584.

WHEREAS, **SJCOE** provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, CLIENT is a “local educational agency” under California Education Code Section 49073.1(3), which defines “local educational agency” as including “school districts, county offices of education, and charter schools;”

WHEREAS, SJCOE is a “third party” under California Education Code Section 49073.1(6), which defines “third party” as a **SJCOE** of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, California Education Code Section 49073.1 requires that any contract for the provision of services entered into between **SJCOE** and **CLIENT** contain provisions specified in sections (b)(1) through (b)(9) of California Education Code Section 49073.1;

WHEREAS, SJCOE and **CLIENT** desire to amend the terms of the Agreement to satisfy the requirements of California Education Code section 49073.1; and now therefore, **SJCOE** and **CLIENT** agree to the terms in compliance with California Education Code Section 49073.1:

- I. Definitions: As used herein the following terms are defined as follows:
 - a. “Adult Pupil” means a Pupil who has reached 18 years of age.
 - b. “De-identified Information” means information that cannot be used to identify an individual pupil.
 - c. “Parent” means a natural parent, an adopted parent or legal guardian of a Pupil.
 - d. “Pupil” or “Pupils” means a student or students of **CLIENT**.
 - e. “Personally Identifiable Information” includes: 1) the Pupil’s name, 2) the name of the Pupil’s parent or other family members, 3) the address of the Pupil or Pupil’s family, 4) a personal identifier, such as a Pupil’s social security number, Pupil’s number, or biometric record, 5) other indirect identifiers, such as the Pupil’s date of birth, place of birth, and mother’s maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.
 - f. “Pupil Records” means both of the following: 1) any information directly related to a Pupil that is maintained by **SJCOE**, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to

the Pupil by a teacher or other **CLIENT** employee. “Pupil Records” does not mean aggregated de-identified Information used by **SJCOE** for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the effectiveness of **SJCOE**’s products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

- II. Ownership and Control of Client Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of **CLIENT** and **CLIENT** retains exclusive rights, ownership and control thereto.
- III. Use of Pupil Records. **SJCOE** shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.
- IV. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by **SJCOE** by making a request in writing to **CLIENT** for access to the subject Pupil Records. Subject to **CLIENT** verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, **CLIENT** will direct **SJCOE** to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the **SJCOE**’s software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil Records retained, stored, hosted, accessed or used by **SJCOE** to **CLIENT**. **CLIENT** shall have exclusive authority over **SJCOE** with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.
- V. A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to **CLIENT**. Subject to **CLIENT**’s verification of identity and approval of such a request to correct the erroneous information, **CLIENT** shall notify **SJCOE** of the approved request and direct **SJCOE** to correct the erroneous information. **SJCOE** will not make any modification to Pupil Records unless specifically directed to do so by **CLIENT**. **SJCOE** shall direct all requests to review and/or correct erroneous information to **CLIENT**.
- VI. Targeted Advertising Prohibited. **SJCOE** shall not use any **CLIENT** Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.

VII. Security and Confidentiality of Pupil Records. **SJCOE** will do the following to ensure the security and confidentiality of Pupil Records:

- a. Designate an employee responsible for the training and compliance of all **SJCOE** employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.
- b. **SJCOE** will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect **CLIENT** Data from any and all unauthorized access and disclosures.
- c. **SJCOE** has designated an individual responsible for training **SJCOE** employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.
- d. **SJCOE** shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.
- e. **SJCOE** shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of **CLIENT** and/or Pupils.
- f. **SJCOE** warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by **SJCOE**, if any, to execute the terms of this Agreement.
- g. **SJCOE** warrants that all Pupil Records will be encrypted in transmission and storage.
- h. **SJCOE** will use appropriate and reliable storage media, which shall include weekly backup of all input provided by **CLIENT** and offsite storage of backup material for a 30-day period.

VIII. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

- a. Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, **CLIENT** and **SJCOE** agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.
- b. Parent or Adult Pupil will be immediately notified of:

- i. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
- ii. The specific Pupil Records that were used or disclosed without authorization;
- iii. What **SJCOE** and **CLIENT** have done or will do to mitigate any effects of the unauthorized use or disclosure; and
- iv. What corrective action **SJCOE** and **CLIENT** have taken or will take to prevent future occurrences.

Except as otherwise required by law, **SJCOE** will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from **CLIENT**.

IX. Compliance with Applicable Laws. **CLIENT** Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). **SJCOE** recognizes that as a county office of education and public entity, **SJCOE** is considered a “School Official” (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to **CLIENT** through this Agreement. The Parties agree that the services provided to **CLIENT** through this Agreement serve a “legitimate educational interest,” as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code Section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

- a. **SJCOE** and **CLIENT** warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code Section 49060 et. seq., and have designated an individual responsible for ensuring compliance therewith.
- b. **SJCOE** and **CLIENT** shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

By the signature of its authorized representative or agent below, **SJCOE** hereby acknowledges that **CLIENT** has provided notice under California Education Code Section 49075(a) and 34 C.F.R. section 99.33(d) that **SJCOE** is strictly prohibited from disclosing Pupil Records from **CLIENT**

to any third party without the prior written consent and direction to authorize disclosure by **CLIENT**.

- X. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, **SJCOE** warrants that it will securely transmit all **CLIENT** Data, including Pupil Records, to **CLIENT** in ASCII delimited file format or other mutually agreed format, without retaining any copies of **CLIENT** Data. In the alternative, and subject to a written request from **CLIENT**, **SJCOE** will securely destroy all **CLIENT** Data, including Pupil Records, upon termination of this Agreement. **SJCOE** will then provide verification to **CLIENT** that the **CLIENT** Data not otherwise returned to **CLIENT** was destroyed subject to **CLIENT**'s written request, the date of destruction and the method of destruction.

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party. Both parties agree to utilize a SFTP secure network to exchange all sensitive information.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

8. **HIPAA OBLIGATIONS:**

The parties agree that some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the Final Omnibus Rule, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws as required by the Data Use Agreement.

9. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

SJCOE SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS OR FAILURES IN PERFORMANCE OR NON-PERFORMANCE OR INTERRUPTION OF SERVICE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF SJCOE. SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

10. **GENERAL**

- a. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- b. **SUCCESSORS** – This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third-party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- c. **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall pay their own attorney's fees.
- d. **SEVERABILITY** – In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- e. **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail or via docu-sign to the parties at their respective addresses.
- f. **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.
- g. **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.

- h. **ANTI-FRAUD AND ABUSE** – Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly herein or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- i. **DESCRIPTIVE HEADINGS** - The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. EQUAL EMPLOYMENT OPPORTUNITY

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, age, ethnicity, nationality, national origin, ancestry, medical condition, marital status, veteran or disability status. It is **SJCOE**'s policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

SJCOE MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Further, client's signature below affirms he/she is an authorized representative for the **CLIENT**.

San Joaquin County Office of Education

Sacramento Unified City School District

BY: _____

BY: _____

NAME: Warren Sun

NAME: Jesse Castillo

TITLE: Division Director, Operations

TITLE: Assistant Superintendent



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Innovative Construction Services

Matsuyama Campus Renewal Project

Dated: August 17, 2023

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of August 17, 2023, 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 Matsuyama Campus Renewal 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-Built"):** 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 December 31, 2024.

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: TBD
 - Project Manager: Dave Fukui
 - Asst, Construction Manager: Nick Valentine
- 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 Hundred Twenty-Three Thousand One Hundred Ten Dollars (\$223,110)** 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: _____
Jesse Castillo
Interim Chief Business Officer

By:  _____
Meredith Collins
CFO

Date: _____

Date:  _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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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]



Project & Construction Management Services Proposal

July 21, 2023

Mr. Chris Ralston, Director III
Facilities Management, Maintenance & Operations, and Resource Management
Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA. 95824

Innovative Construction Services (ICS) is pleased to submit the following Project and Construction Management proposal for the **Matsuyama ES Campus Renewal project**. Initial scope to include **flooring and carpet, painting at interior and exterior, sitewide furniture, coordinate moving, field renewal, and interior campus concrete and landscape**. The duration of this proposal is for **design development through DSA close-out, from August 2023 – December 2024**. The estimated **total project budget is \$8M; Construction \$6M**. ICS' proposal includes the following services:

Project manager to assist the AE team during drawing development and DSA submittal; Site visits for confirmation of scope and site logistics; Coordinate site investigations; Constructability reviews; Design coordination meetings as needed; Bid & award assistance with SCUUSD contracts department; Pre-construction meeting; and Availability during construction for resolution to any scope or contract concerns. Programming / Bid-Award is from August 2023 – February 2024.

15 hours per week for 27 weeks at \$145/hour = \$58,725

Construction – Closeout is from May 2024 – December 2024

145 hours at \$145/hour = \$21,025

\$79,750 (1% of the total project budget)

Construction manager and Assistant CM to coordinate and provide over-sight on day-to-day activities during construction to include construction status meetings; submittal distribution; RFI distribution; review and processing potential change orders; review and approval of payment applications; punch-list monitoring; close-out document coordination; and DSA close-out.

Construction/Punchlist tentatively is from May 2024 – Sept 2024

CM – 12 hours per week for 22 weeks at \$140/hour = \$36,960

Assistant CM – 35 hours per week for 32 weeks* at \$95/hour = \$106,400

*The Assistant CM fees account for 10 extra hours per week for site visits and document processing in-office; and 10 extra weeks for time associated with closeout.

\$143,360 (2.4% of the construction budget)

Total Fee for Services is Two hundred Twenty-three thousand One hundred ten dollars (\$223,110.00). (2.8% of the total project budget)

Thank you for the opportunity to submit our proposal and please don't hesitate to contact me if you have any questions.

Respectfully,

Meredith Collins

Meredith Collins
CFO/Project Manager
Innovative Construction Services, Inc.

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.: 0242-468 between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the Matsuyama Campus Renewal 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: Dave Fukui
Title: PM/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: Jesse Castillo, Interim 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: 8/21/2023



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Innovative Construction Services

Alice Birney Campus Renewal Project

Dated: August 17, 2023

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EXHIBITS "A" – "E"

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of August 17, 2023, 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 Alice Birney Campus Renewal 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-Built"):** 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 December 31, 2024.

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: TBD
 - Project Manager: Dave Fukui
 - Asst, Construction Manager: Nick Valentine
- 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 **One Hundred Fifty-Five Thousand Eight Hundred Five Dollars (\$155,805)** 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: _____
Jesse Castillo
Interim Chief Business Officer

By:  _____
Meredith Collins
CFO

Date: _____

Date: 8/21/2023

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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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.

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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]

EXHIBIT C



Project & Construction Management Services Proposal

July 21, 2023

Mr. Chris Ralston, Director III
Facilities Management, Maintenance & Operations, and Resource Management
Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA. 95824

Innovative Construction Services (ICS) is pleased to submit the following Project and Construction Management proposal for the **Alice Birney K-8 Campus Renewal project**. Initial scope to include **flooring and carpet, painting at interior and exterior, sitewide furniture, coordinate moving, and minor hardscape**. The duration of this proposal is for **design development through close-out, from August 2023 – December 2024**. The estimated **total project budget is \$4M; Construction \$3.2M**. ICS' proposal includes the following services:

Project manager to assist the AE team during drawing development; Site visits for confirmation of scope and site logistics; Coordinate site investigations; Constructability reviews; Design coordination meetings as needed; Bid & award assistance with SCUSD contracts department; Pre-construction meeting; and Availability during construction for resolution to any scope or contract concerns.

Programming / Bid-Award is from August 2023 – February 2024.

8 hours per week for 27 weeks at \$145/hour = \$31,320.00

Construction – Closeout is from May 2024 – December 2024

145 hours at \$145/hour = \$21,025.00

\$52,345 (1.3% of the total project budget)

Construction manager and Assistant CM to coordinate and provide over-sight on day-to-day activities during construction to include construction status meetings; submittal distribution; RFI distribution; review and processing potential change orders; review and approval of payment applications; punch-list monitoring; close-out document coordination; and DSA close-out.

Construction/Punchlist tentatively is from May 2024 – Sept 2024

CM – 12 hours per week for 22 weeks at \$140/hour = \$36,960

Assistant CM – 20 hours per week for 35 weeks* at \$95/hour = \$66,500

*The Assistant CM fees account for 10 extra hours per week for site visits and document processing in-office; and 10 extra weeks for time associated with closeout.

\$103,460 (3.2% of the construction budget)

Total Fee for Services is One hundred Fifty-five thousand Eight hundred five dollars (\$155,805.00). (3.9% of the total project budget)

Thank you for the opportunity to submit our proposal and please don't hesitate to contact me if you have any questions.

Respectfully,

Meredith Collins

Meredith Collins
CFO/Project Manager
Innovative Construction Services, Inc.

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.: 0004-468 between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the Alice Birney Campus Renewal 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: DAVE FUKUI
Title: PM / 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: Jesse Castillo, Interim 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: 8/2/2003



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Innovative Construction Services

**West Campus HS Softball/Baseball
Field Improvements Project**

Dated: August 17, 2023

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EXHIBITS "A" – "E"

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of August 17, 2023, 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 West Campus HS Softball/Baseball Field Improvements 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 January 31, 2025.

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: Meredith Collins /
Paul Borcharding
 - Project Manager: Paul Borcharding
 - Asst. Construction Manager: Nick Valentine
- 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 **One Hundred Fifty-Six Thousand Eight Hundred Fifty Dollars (\$156,850)** 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: _____
Jesse Castillo
Interim Chief Business Officer

By:  _____
Meredith Collins
CFO

Date: _____

Date: 8/9/2023

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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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.

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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]

EXHIBIT C



Project & Construction Management Services Proposal

July 21, 2023

Mr. Chris Ralston, Director III
Facilities Management, Maintenance & Operations, and Resource Management
Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA. 95824

Innovative Construction Services (ICS) is pleased to submit the following Project and Construction Management proposal for the **West Campus HS Field project**. Initial scope to include **baseball and softball fields, concrete for bleachers at soccer field, and 2-3 single occupancy modular restrooms**. The duration of this proposal is for **design development through DSA close-out, from August 2023 – January 2025**. The estimated **total project budget is \$6M; Construction \$5M**. ICS' proposal includes the following services:

Project manager to assist the AE team during drawing development and submittal to DSA; Site visits for confirmation of scope and site logistics; Coordinate site investigations; Constructability reviews; Design coordination meetings as needed; Bid & award assistance with SCUUSD contracts department; Pre-construction meeting; and Availability during construction for resolution to any scope or contract concerns. Programming / Bid-Award is from August 2023 – March 2024.

5 hours per week for 35 weeks at \$145/hour = \$25,375.00

Construction – Closeout is from May 2024 – January 2025

35 hours at \$145/hour = \$5,075.00

\$30,450 (.5% of the total project budget)

Construction manager and Assistant CM to coordinate and provide over-sight on day-to-day activities during construction to include construction status meetings; submittal distribution; RFI distribution; review and processing potential change orders; review and approval of payment applications; punch-list monitoring; close-out document coordination; and DSA close-out.

Construction/Punchlist tentatively is from May 2024 – January 2025

CM – 12 hours per week for 30 weeks at \$140/hour = \$50,400

Assistant CM – 20 hours per week for 40 weeks* at \$95/hour = \$76,000

*The Assistant CM fees account for 10 extra hours per week for site visits and document processing in-office; and 10 extra weeks for time associated with closeout.

\$126,400 (2.5% of the construction budget)

**Total Fee for Services is One hundred Fifty-six thousand Eight hundred fifty dollars (\$156,850.00).
(2.6% of the total project budget)**

Thank you for the opportunity to submit our proposal and please don't hesitate to contact me if you have any questions.

Respectfully,

Meredith Collins

Meredith Collins
CFO/Project Manager
Innovative Construction Services, Inc.

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.: 0521-470 between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the West Campus HS Softball / Baseball Field Improvements 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: Paul Borchering / Meredith Collins
Title: CM / CFO / AM

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: Jesse Castillo, Interim 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: 8/19/2003



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Innovative Construction Services

**John F. Kennedy HS Softball/Baseball Field
Improvements Project**

Dated: August 17, 2023

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EXHIBITS "A" – "E"

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of August 17, 2023, 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 John F. Kennedy HS Softball/Baseball Field Improvements 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 January 31, 2025.

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: Meredith Collins /
Paul Borcharding
 - Project Manager: Paul Borcharding
 - Asst, Construction Manager: Nick Valentine
- 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 **One Hundred Fifty-Six Thousand Eight Hundred Fifty Dollars (\$156,850)** 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: _____
Jesse Castillo
Interim Chief Business Officer

By:  _____
Meredith Collins
CFO

Date: _____

Date: 8/9/2023

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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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]

EXHIBIT C



Project & Construction Management Services Proposal

July 20, 2023

Mr. Chris Ralston, Director III
Facilities Management, Maintenance & Operations, and Resource Management
Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA. 95824

Innovative Construction Services (ICS) is pleased to submit the following Project and Construction Management proposal for the **John F. Kennedy HS Field project**. Initial scope to include **baseball and softball fields, tennis court re-surfacing, and 2 single occupancy modular restrooms**. The duration of this proposal is for **design development through DSA close-out**, from **August 2023 – January 2025**. The estimated **total project budget is \$6M; Construction \$5M**. ICS' proposal includes the following services:

Project manager to assist the AE team during drawing development and submittal to DSA; Site visits for confirmation of scope and site logistics; Coordinate site investigations; Constructability reviews; Design coordination meetings as needed; Bid & award assistance with SCUSD contracts department; Pre-construction meeting; and Availability during construction for resolution to any scope or contract concerns.

Programming / Bid-Award is from August 2023 – March 2024.

5 hours per week for 35 weeks at \$145/hour = \$25,375.00

Construction – Closeout is from May 2024 – January 2025

35 hours at \$145/hour = \$5,075.00

\$30,450 (.5% of the total project budget)

Construction manager and Assistant CM to coordinate and provide over-sight on day-to-day activities during construction to include construction status meetings; submittal distribution; RFI distribution; review and processing potential change orders; review and approval of payment applications; punch-list monitoring; close-out document coordination; and DSA close-out.

Construction/Punchlist tentatively is from May 2024 – January 2025

CM – 12 hours per week for 30 weeks at \$140/hour = \$50,400

Assistant CM – 20 hours per week for 40 weeks* at \$95/hour = \$76,000

*The Assistant CM fees account for 10 extra hours per week for site visits and document processing in-office; and 10 extra weeks for time associated with closeout.

\$126,400 (2.5% of the construction budget)

**Total Fee for Services is One hundred Fifty-six thousand Eight hundred fifty dollars (\$156,850.00).
(2.6% of the total project budget)**

Thank you for the opportunity to submit our proposal and please don't hesitate to contact me if you have any questions.

Respectfully,

Meredith Collins

Meredith Collins
CFO/Project Manager
Innovative Construction Services, Inc.

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.: 0525-470 between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the John F. Kennedy HS Softball / Baseball Field Improvements 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: _____

Title: _____

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: Jesse Castillo, Interim 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: 8/19/2003

Job Number: 22-0578
Job: Elder Creek
Quote Name: Quote-22-0578-ElderCreek_001
Quote Number: Q-03140



Prepared by:
 KarlManiglia
 karl@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$162,175.80
Freight: \$7,359.00
Estimated Tax: \$9,279.74
Total: \$178,814.54

Miracle

| Product Code | Description | Qty | Rate | Total | Estimated Tax (if applicable) |
|--------------|--|-----|-------------|-------------|--------------------------------|
| MREC EQUIP | Provide Miracle Recreation Playground Equipment per Plan View 22_0578_001 (Model 714-S514) | 1 | \$79,716.00 | \$75,730.20 | \$6,626.39 |

Installation Services

| Product Code | Description | Qty | Rate | Total | Estimated Tax (if applicable) |
|--------------|--|-----|-------------|-------------|--------------------------------|
| B13 | Offload/Transport Play Equipment as Needed | 1 | \$1,080.00 | \$1,080.00 | \$0.00 |
| B15 | Installation of New Play Equipment per Plan View 22_0578_001 to Specification by Certified Miracle Equipment Installer | 1 | \$34,818.00 | \$34,818.00 | \$0.00 |

Rubber/Turf Surfacing

| Product Code | Description | Qty | Rate | Total | Estimated Tax (if applicable) |
|--------------|--|-------|---------|-------------|--------------------------------|
| C6 | Provide Poured-in-Place Rubber Safety Surfacing Materials; Critical Fall Height = 7'-0"; Color Blend to be 50% Black, 50% Standard Color (Red, Blue, Green or Beige) | 2,280 | \$13.30 | \$30,324.00 | \$2,653.35 |
| C1 | Installation of Poured-in-Place Rubber Safety Surfacing; No Graphics are Included; Installation to be Over Prepared Area by Others; Includes Concrete Curbs and Base Rock or Concrete Sub Base Prepared to Specification | 2,280 | \$8.87 | \$20,223.60 | \$0.00 |

Sub Total: \$162,175.80
Total Freight: \$7,359.00
Total Estimated Tax: \$9,279.74
Grand Total: \$178,814.54

Company: _____

Signature: _____

Name: _____

Date: _____

Sourcewell Contract # 010521-LTS

| Qty | Model | Description |
|-----|------------|--|
| 6 | 7145029 | DECK |
| 1 | 7146386 | GROOVE II SLIDE |
| 1 | 71471516 | ELECTRONIC PIANO PANEL |
| 3 | 714816W | WAVE BARRIER |
| 1 | 71472312W9 | WIDE 12' BURMA BRIDGE |
| 1 | 7147613 | GEAR |
| 1 | 7147716S | DUPLI-GATOR SLIDE |
| 1 | 71499349 | ADA STAIRS 1'6" RISE |
| 1 | 7146615 | DNA CLIMBER |
| 1 | 714796P1 | BELL |
| 1 | 7147155 | JUMP PANEL, 5' DECK |
| 1 | 714872H12 | 12' HIP CRAWL TUBE |
| 1 | 7146835 | HURRICANE CLIMBER |
| 1 | 71495949 | ADA STAIRS 2' RISE |
| 1 | 714700 | SIDE-BY-SIDE SLIDE |
| 1 | 714994 | FUN FONE |
| 1 | 714994Z | FUN FONE |
| 1 | 7147146 | PILOT W/WINDOW |
| 1 | 71497049 | ARCH BRIDGE |
| 1 | 7149071 | L-SLIDE |
| 1 | 71485139 | TRANSFER POINT |
| 3 | 7148614 | SQUARE ROOF |
| 1 | 714633 | HOW TALL RU PANEL |
| 8 | 714552 | 5" OD X 136" POST 552 ..(3'-5' DECK) |
| 4 | 7145493 | 5" OD X 112" POST 549-3 ..(3' DECK) |
| 8 | 714574 | 5" OD X 186" ROOF 574 ..(5'6"-6'6" DECK) |
| 4 | 714572 | 5" OD X 144" ROOF 572 ..(<= 3' DECK) |

Elder Creek

MIRACLE PLAYSYSTEMS, INC. - PO BOX 263, ALAMO, CA 94507 - (800) 879-7730 - (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) - DIR: 1000015853

Page 3 of 5

Please confirm or edit order information below.

End User Company:

Sacramento City Unified School District

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

7934 Lemon Hill Ave Sacramento
CA 95824

Site Address:

7934 Lemon Hill Avenue
Sacramento

Bill To Email:

Bill To:

Sacramento City Unified School District,
425 1st Street,
Sacramento, Ca,
95818

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.

Elder Creek

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

Page 4 of 5

- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Job Number: 23-2556
Job: Elder Creek Playfield C/O
Quote Name: Quote-23-2556-Elder Creek Playfield C/O Option 1 Cushion
Quote Number: Q-05660



Prepared by:
 KarlManiglia
 karl@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$12,699.00
Freight: \$0.00
Estimated Tax: \$1,111.17
Total: \$13,810.17

Rubber Surfacing- Prevailing Wages Applied

| Product Code | Description | Qty | Rate | Total | Estimated Tax (if applicable) |
|--------------|---|-------|--------|-------------|--------------------------------|
| C2 | Add 1" Cushion to System 4.5" System Depth. Quote includes 2,740 sf of 1" cushion layer to entire system for a total depth of 4.5", to meet a 10' critical fall height. | 2,740 | \$4.35 | \$11,919.00 | \$1,042.92 |

Other Equipment

| Product Code | Description | Qty | Rate | Total | Estimated Tax (if applicable) |
|--------------|---------------------------|-----|----------|----------|--------------------------------|
| A2 | 84 LF of security fencing | 1 | \$780.00 | \$780.00 | \$68.25 |

Sub Total: \$12,699.00
Total Freight: \$0.00
Total Estimated Tax: \$1,111.17
Grand Total: \$13,810.17

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

End User Company:

Sacramento City Unified School District

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

7934 Lemon Hill Ave Sacramento
CA 95824

Site Address:

7934 Lemon Hill Avenue
Sacramento

Bill To Email:

Bill To:

,
,
,,

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

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- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings

Elder Creek Playfield C/O

MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

- Installation of equipment or other site amenities
- Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer’s acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
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- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

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- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Job Number: 23-2604
Job: Elder Creek Additional PIP SF
Quote Name: Quote-23-2604-Elder Creek Additional PIP SF
Quote Number: Q-05754



Prepared by:
 KarlManiglia
 karl@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$10,198.20
Freight: \$0.00
Estimated Tax: \$535.33
Total: \$10,733.53

Rubber Surfacing

| Product Code | Description | Qty | Rate | Total | Estimated Tax (if applicable) |
|--------------|---|-----|---------|------------|--------------------------------|
| C7 | 460 sf of FlexGround Standard with a color mix of 50% Black and 50% Standard Blue with AROMATIC urethane binder to accommodate for larger play box. | 460 | \$13.30 | \$6,118.00 | \$535.33 |
| C1 | Installation of additional square footage to accommodate larger play box. | 460 | \$8.87 | \$4,080.20 | \$0.00 |

Sub Total: \$10,198.20
Total Freight: \$0.00
Total Estimated Tax: \$535.33
Grand Total: \$10,733.53

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

| | |
|---|------------------------------|
| End User Company: Sacramento City Unified School District | Bill To Email: |
| End User Contact: | Bill To: |
| End User Email: | , |
| | , |
| Delivery Contact: | ,, |
| Delivery Email: | |
| Delivery Phone: | Customer Reference #: |
| Delivery Address: | |
| Site Address: 7934 Lemon Hill Avenue Sacramento | |

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

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 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment

Elder Creek Additional PIP SF
MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

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- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____





Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**C.K. McClatchy High School Server Modernization
Project**

Commitment Number: SA24-00217

Dated: April 1, 2023

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of April 1, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

New school design and construction on the property of C.K. McClatchy High School .

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**: C.K. McClatchy High School Served Modernization project at 3066 Freeport Blvd., 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 ("Standard 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: | Capital Engineering |
| Mechanical/Fire Sprinkler: | Capital Engineering |
| Structural: | Lionakis |
| Interior Design: | Lionakis |
| Cost Estimating: | Cumming |
| Food Service: | AMD |
| Door Hardware: | |

- 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 \$236,680.00. The fee is based on a percentage (%) of the proposed construction value of \$1,800,000 million. At the completion of Design Development 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 \$10,000. 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 "H" 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

[NAME OF ARCHITECT]

Date: _____, 20__

Date: July 19, 2023

By: _____

By:  _____

Title: Jesse Castillo, Interim Chief Business Officer

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: C.K. McClatchy High School Servery Modernization Project

Construction Cost Budget: \$1,800,000 (Construction budget)

This project will consist of a modernized servery at C.K. McClatchy High School as generally graphically described in the Scoping and Cost analysis prepared by Lionakis in 2022.

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").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. PRE-DESIGN AND START-UP SERVICES Not Applicable to this Project.

D. SCHEMATIC DESIGN PHASE Not Applicable to this Project.

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** – Not applicable
- a.

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 – 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.

Civil – Not applicable

e. **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.

f. **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.

g. 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.

h. 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.

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 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;

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 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 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 |
| Assistant Project Manager: | \$200 |
| 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. 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 Design Development Phase within approximately **60 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **90 calendar days (3 months)** 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 **90 calendar days**
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, 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 |
| Design Development Phase | <u>27%</u> |
| Construction Documents Phase-Submittal to DSA | <u>47%</u> |
| Approval by DSA | 6% |
| Bidding Phase | <u>2%</u> |
| Construction Contract Administration Phase | <u>16%</u> |
| Close Out Phase | <u>2%</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 \$10,000.

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 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.

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 Employment Practices Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

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

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

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

END OF EXHIBIT

EXHIBIT "G"

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

PROJECT/CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Lionakis ("Consultant") ("Contract" or "Project").

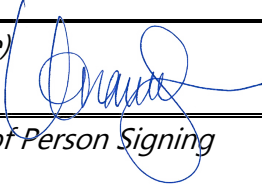
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

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

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

CERTIFICATION:

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

| | |
|---|---|
| <i>Vendor Name/Financial Institution (Printed)</i> Lionakis | <i>Federal ID Number (or n/a)</i> 68-0397596 |
| <i>By (Authorized Signature)</i>  | |
| <i>Printed Name and Title of Person Signing</i> Laura Knauss | <i>Date Executed</i> July 19, 2023 |

END OF DOCUMENT

EXHIBIT "H"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name: _____ Lionakis _____

Pursuant to the provision of the State Public Health Officer Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 19th day of July, 2023 at Sacramento, California.

By: Laura Knauss

Signature: 

Title: Principal

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**C.K. McClatchy High School HVAC, Unit Ventilators &
Chiller Replacement Project**

Commitment Number: SA24-00218

Dated: April 1, 2023

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of April 1, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

New school design and construction on the property of C.K. McClatchy High School.

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:** C.K. McClatchy High School HVAC Replacements Project at 3066 Freeport Blvd, 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 ("Standard 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 Engineering: Capital Engineering
Mechanical/Plumbing : Capital Engineering
Structural: Lionakis
Specifications: Lionakis
Landscape:
Cost Estimating: Cumming
Door Hardware:
Food Service:

- 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 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 \$272,960. The fee represents 6% of the proposed construction value of \$4,500,000 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 \$2,000. 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.
- 25.4.

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 "H"** 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

[NAME OF ARCHITECT]

Date: _____, 20__

Date: July 19, 2023

By: _____

By:  _____

Title: Jesse Castillo, Interim Chief Business Officer

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: C.K. McClatchy High School HVAC, Unit Ventilators & Chiller Replacement Project.

Construction Cost Budget: \$4,500,000 (Construction budget)

- Replace the (2) existing roof mounted air-cooled chillers and associated pumps with new, at existing locations. Existing chilled water distribution piping to remain in place for re-use.
- Replace the existing 4-pipe unit ventilators in classrooms with new, at existing locations. Existing unit ventilator ductwork to remain in place, for re-use. Existing heating hot water equipment and distribution piping to remain in place, for re-use.
- Replace (3) existing roof mounted chilled water cooling / gas fired heating air handling units that serve the first floor administration and counseling areas with (2) new multi-zone dx cooling / gas fired heating "CME" units and (1) new packaged dx cooling /gas fired heating air conditioning unit, at existing locations. Existing air-handling units' chilled water branch piping to be demolished back to main distribution piping system, and capped. Existing air handling unit ductwork to remain in-place, for re-use.
- Add a new heat pump split system at the existing Kitchen. New DDC controls will be provided for all new multi-zone units, packaged air conditioning units, heat pump split systems, unit ventilators, chillers and pumps. New DDC controls shall match the existing campus EMS (Johnson Controls).
- Install (65) New Unit Ventilators with electronic controls and new electrical power disconnect switches.
- Update New Control Components along with CO2 sensors to meet SCUSD control standards (Johnson Controls)
- Due to the weights of the chillers and the replacement of the unit ventilators in the Classrooms the project will need to be submitted to DSA for review and approval.

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").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. PRE-DESIGN AND START-UP SERVICES Not Applicable to this Project.

D. SCHEMATIC DESIGN PHASE Not Applicable to this Project.

E. DESIGN DEVELOPMENT PHASE Not Applicable to this Project.

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 – 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) Site utility plans completed.
- (v) Fixed equipment details and identification completed.
- (vi) 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. **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.

f. **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.

g. 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.

h. 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.

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 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;

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 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 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 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 |
| Assistant Project Manager: | \$200 |
| Architect: | \$175-\$200 |
| Contract Administrator: | |
| Other | |

- 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 Construction Documents Phase within **90 calendar days (3 months)** 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 **90 calendar days** (May 1, 2023 – July 31, 2023)
- C. 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 |
| Construction Documents Phase-Submittal to DSA | <u>65%</u> |
| DSA Backcheck | 7% |
| Bidding Phase | <u>3%</u> |
| Construction Contract Administration Phase | <u>25%</u> |
| | |
| TOTAL BASE COMPENSATION | 100% |

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 \$2,000.

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 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.

b. 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.

c. 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.

d. 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

EXHIBIT "G"

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

PROJECT/CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Lionakis ("Consultant") ("Contract" or "Project").

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


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

OPTION 1. Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION 2. Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

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

| | |
|---|---|
| <i>Vendor Name/Financial Institution (Printed)</i> Lionakis | <i>Federal ID Number (or n/a)</i> 68-0397596 |
| <i>By (Authorized Signature)</i>  | |
| <i>Printed Name and Title of Person Signing</i> Laura Knauss | <i>Date Executed</i> July 19, 2023 |

END OF DOCUMENT

EXHIBIT "H"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name: _____ Lionakis _____

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 19th day of July, 2023 at Sacramento, California.

By: Laura Knauss

Signature: 

Title: Principal

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Jordan Knighton Architects Inc.

dba JK Architecture Engineering

California MS Renewal Project, Part 2

Dated: July 21, 2023

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of July 21, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Jordan Knighton Architects Inc. dba JK Architecture Engineering ("Architect") (collectively "Parties"), for the following project ("Project"):

California Middle School Campus Renewal, Part 2 located at 1600 Vallejo Way, 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-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 California MS Renewal, Phase 2 Project at 1600 Vallejo Way, 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 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: Derek Labrecque, AOR
Project Director: _____
Project Architect(s): Andrew Todd
Project Architect(s): _____
Other: Trish Dawson

Major Consultants:

| | |
|------------------|-----------------------------|
| Electrical: | TEE Electrical |
| Mechanical: | Capital Engineering |
| Structural: | Degenkolb Engineers |
| Civil: | Warren Consulting Engineers |
| Low Voltage: | KMM Designs |
| Landscape: | Yamasaki Landscape |
| Food Service: | AMD Foodservice Design |
| Cost Estimating: | Cumming |

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

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District’s established Construction Cost Budget and Project scope. In accordance with **Exhibit “A,”** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.

- 5.2. Architect shall complete all Services as described in **Exhibit “A,”** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District’s written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.

 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months’ time of receipt of bids (exclusive of District and other agencies’ review time) at no additional cost to the District.

 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

 - 5.3.4. Within three (3) months’ time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

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

An amount not to exceed **Nine Hundred Sixty-Eight Thousand Dollars (\$968,000)** based on the rates set forth in **Exhibit "D."**
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as

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

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of

Service”), which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect’s knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect’s full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

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

plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

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

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include:

asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

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

Article 14. Nondiscrimination

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

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

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

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as

may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

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

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect

under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

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

District:

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

Architect:

JK Architecture Engineering
11661 Blocker Drive, Suite 220
Auburn CA 95603
ATTN: Derek Labrecque
EMAIL: derek@jkaedesign.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 "H" 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

JK ARCHITECTURE ENGINEERING

Date: _____, 20__

Date: AUGUST 9, 2023

By: Jesse Castillo

By: 

Title: Interim Chief Business Officer

Title: PARTNER

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: California MS Renewal, Phase 2 project

Construction Cost Budget: \$12-12.5 MILLION

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.

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D. SCHEMATIC DESIGN PHASE

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

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

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

5. **Mechanical**

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

6. **Electrical**

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

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

7. **Civil**

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

8. **Specifications**

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

9. **Construction Cost Budget**

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

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

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

10. Deliverables and Numbers of Copies

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

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

11. Presentation

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

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

12. Meetings

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

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E. DESIGN DEVELOPMENT PHASE

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

1. Architectural

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

2. **Structural**

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

3. **Mechanical**

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

4. **Electrical**

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

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

5. **Civil**

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

6. **Bid Documents**

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

7. **Construction Cost Budget**

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

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

8. Deliverables and Numbers of Copies

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

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

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

9. Meetings

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

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F. CONSTRUCTION DOCUMENTS PHASE

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

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

a. General

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

b. Architectural

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

c. Structural

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

d. **Mechanical**

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

e. **Electrical**

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

f. **Civil**

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

g. **Construction Cost Budget**

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

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

h. Specifications

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

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

i. Deliverables and Numbers of Copies

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

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

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

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

a. **Architectural**

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

b. **Structural**

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

c. **Mechanical**

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

d. **Electrical**

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

e. **Civil**

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

f. **Construction Cost Budget**

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

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

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

h. Constructability Review

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

i. Deliverables and Numbers of Copies

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

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

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

3. Construction Documents Final Back-Check Stage:

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

4. Meetings

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

G. BIDDING PHASE

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

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

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

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

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

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

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

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

3. Change Orders

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

4. Submittals

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

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

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

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

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

12. **Deliverables and Number of Copies**

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

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

13. **Meetings**

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

[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.

| Job Title | Hourly Rate |
|----------------------|--------------------|
| Principal In Charge: | \$250 |
| Associate Principal: | \$235 |
| Project Manager: | \$195 |
| Designer III: | \$150 |
| Designer II: | \$130 |

| | |
|-------------|-------|
| Designer I: | \$115 |
| Other | |
| Other | |

- 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 ___ **calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within ___ **calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within ___ **calendar days** after receipt of a written authorization from District to proceed.
- E. Architect shall complete Services required under Construction Documents Phase within ___ **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 **Preliminary Plans: September 2023**
 2. 100% Submittal Package **Construction Documents (DSA Submittal):
November 2023**
- F. The durations stated above include the review periods of 10 **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>%</u> |
| Schematic Design Phase | | <u>14%</u> |
| Design Development Phase | | <u>14%</u> |
| Construction Documents Phase-Submittal to DSA | | <u>35%</u> |
| Approval by DSA | | <u>10%</u> |
| Bidding Phase | | <u>5%</u> |
| Construction Contract Administration Phase | | <u>20%</u> |
| Close Out Phase | | <u>2%</u> |
| Generate Punch List | 0.5% | |
| Sign Off On Punch List | 0.5% | |
| Receive and Review All M & O Documents | 0.5% | |
| Filing All DSA Required Close Out Documents | 0% | (incl in Receive & Review) |
| Receiving DSA Close Out, including DSA approval of the final set of Record Drawings | 0.5% | |
| TOTAL BASE COMPENSATION | | <u>100%</u> |

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.** 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 Employment Practices 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 sub consultants 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 sub consultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require sub consultants 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

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 12 DAY OF July, 2023, by and between the Sacramento City Unified School District ("District") and K S Telecom Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Crocker Riverside ES Telecenter Upgrades 0300-464

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Low Voltage Consultant for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **One hundred fifty (150)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. This includes construction, punch list and project acceptance, and completion of closeout in coordination with the schedule provided at bid time.
- 5. Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand and No/100 dollars (\$1,000)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

- 8. Limitation Of District Liability:** District's financial obligations under this

Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Low Voltage Consultant, Project Inspector, and DSA:**
Contractor hereby acknowledges that the Low Voltage Consultant(s), the Project Inspector(s), and the Division of the State Low Voltage Consultant ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **A, B, C-7 or C-10** Contractor license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

16. Labor Compliance Monitoring and Enforcement: This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

17. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two Hundred Nineteen Thousand Eight Hundred Thirty-Five Dollars

(\$ 219,835),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

18. No Representations: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

19. Entire Agreement: The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

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

21. Authority of Signatories: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of

the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]
K S Telecom Inc.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



DocuSigned by:

24F99AFCB8594F4... 07/18/2023

By: Ian Vander Linden

By: Jesse Castillo

Title: CEO

Title: Assistant Superintendent

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 26 DAY OF July, 2023, by and between the Sacramento City Unified School District ("District") and K S Telecom Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Joseph Bonnheim ES Telecenter Upgrades 0183-464

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Low Voltage Consultant for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Two hundred and nine (209)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. This includes construction, punch list and project acceptance, and completion of closeout in coordination with the schedule provided at bid time.
- 5. Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand and No/100 dollars (\$1,000)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

- 8. Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Low Voltage Consultant, Project Inspector, and DSA:** Contractor hereby acknowledges that the Low Voltage Consultant(s), the Project Inspector(s), and the Division of the State Low Voltage Consultant ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **A, B, C-7 or C-10** Contractor license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

16. Labor Compliance Monitoring and Enforcement: This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

17. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two Hundred Forty-Two Thousand Dollars
(\$ 242,000),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

18. No Representations: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

19. Entire Agreement: The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

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

21. Authority of Signatories: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of

the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

KS TELECOM, INC.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



By: Ian Vander Linden

By: Jesse Castillo

Title: CEO

Title: Assistant Superintendent

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

**AMENDMENT NO. 2 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
CORE WEST, INC.**

This Amendment No. 2 to the Facilities Lease ("Second Amendment") is made and entered into this 17th day of August 2023 ("Effective Date") by and between the Sacramento City Unified School District ("District") and Core West, Inc. ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated January 19, 2023, pertaining to the Nicholas Elementary School New Construction & Modernization ("Project") at Nicholas Elementary School, located at 6601 Steiner Drive Sacramento, CA 95823, ("Project Site"); and

NOW, THEREFORE, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment "1" hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

2. **The Construction Schedule**, which is attached hereto as **Attachment "2"** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.

3. **The Schedule of Values**, which is attached hereto as **Attachment "3"** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.

4. **Increment 1 DSA Approved Drawing Sheets**, which is attached hereto as **Attachment "4"** and incorporated herein by this reference is hereby approved by the District and is hereby added to the Facilities Lease. (Represented here by Plan Sheet G0.10.1 Cover Sheet and G0.12.1 Sheet Index. Actual Plan Set is 66 Total Pages).

5. **Increment 1 DSA Specifications**, which is attached hereto as **Attachment "5"** and incorporated herein by this reference, is hereby approved by the District and is hereby added to the Facilities Lease. (Represented here by Increment 1 Cover Sheets and Table Contents. Actual Project Manual is 238 Pages.).

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

Dated: _____, 2023

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

CORE WEST, INC.

By: _____

By: _____

Name: Jesse Castillo

Name: Seth Maurer

Title: Interim Chief Business Officer

Title: President

EXHIBIT "1"

EXHIBIT C

**GUARANTEED MAXIMUM PRICE AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

EXHIBIT "1"

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer.

EXHIBIT "1"

Cost for items previously used by Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 This section intentionally blank.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

| Task/Work | Allowance Amount |
|---|-------------------------|
| Bid Package 1 and Increment 1 have no allowances. | |
| | |
| | |
| Total Allowance Amount | 0.00 |

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

EXHIBIT "1"

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

EXHIBIT "1"

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Three Point One Five percent (3.15%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One Point Five percent (1.5%) of the Cost of the Work for insurance and Point Six Eight percent (.68%) of the Cost of the Work for payment and performance bonds.

EXHIBIT "1"

2.1.9 Owner Contingency and Developer Contingency

2.1.9.1 The Guaranteed Maximum Price includes Owner and Developer Contingencies of three percent (3.0%) for the Owner Contingency and three percent (3.0%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

2.1.9.2 Developer Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingencies shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance

EXHIBIT "1"

with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention/lease payment of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

EXHIBIT "1"

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of

EXHIBIT "1"

Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

APPENDIX C-3
Allowable General Condition Costs
Construction Phase Scope Detail

| Project (On Site Jobsite Staff) | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|--|---|--------------------------------|---------------------------|----------------------------|-------------------------|
| Bid Package 1 | | | | | |
| 1 | Operations Manager | | Inc. | | |
| 2 | Project Manager | | Inc. | | |
| 3 | Project Superintendent | | Inc. | | |
| 4 | Project Engineer | | Inc. | | |
| 5 | Home Office Engineer | | Inc. | | |
| 6 | Scheduling Engineer | | X | | |
| 7 | Field Engineer | | X | | |
| 8 | Draftsman/Detailer | | X | | |
| 9 | Record Drawings | | X | | |
| 10 | Field Accountant | | Inc. | | |
| 11 | Time Keeper/Checker | | X | | |
| 12 | Secretarial/Clerk Typist | | Inc. | | |
| 13 | Independent Surveyor | X | | | |
| 14 | Safety & E.E.O. officer | | X | | |
| 15 | Runner/Water Boy | | X | | |
| 16 | Vacation Time/Job Site Staff | | X | | |
| 17 | Sick Leave/Job Site Staff | | X | | |
| 18 | Bonuses/Job Site Staff | | | X | |
| 19 | Quality Control Program | | X | | |
| 20 | Qualified SWPPP Practitioner (QSP) | X | | | |
| 21 | SWPPP Creation, Approval, Notifications | X | | | |

| Temporary Utilities | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|----------------------------|---|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Telephone Installation | | X | | |
| 2 | Telephone Monthly Charges | | Inc. | | |
| 3 | Elect Power Installation | X | | | |
| 4 | Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction | X | | | |
| 5 | Elect Power Monthly Charges | | | | X |
| 6 | Water Service for construction | X | | | |
| 7 | Heating & Cooling Costs for | X | | | |
| 8 | Light Bulbs & Misc. Supplies for | X | | | |
| 9 | Clean-Up-Periodical | X | | | |
| 10 | Clean-Up-Final | X | | | |
| 11 | Dump Permits and Fees | X | | | |
| 12 | Recycling/Trash Dumpster | X | | | |
| 13 | Flagger/Traffic Control | X | | | |
| 14 | Dust Control | X | | | |
| 15 | Temporary Road and Maintenance if | X | | | |
| 16 | Trash Chute & Hopper (if applicable) | X | | | |

| Direct Job Costs | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|------------------|-----------------------------------|--------------------|--------------------|---------------------|------------------|
| 1 | Wages of Construction Labor | X | | | |
| 2 | Labor/Fringe Benefits & Burden | X | | | |
| 3 | Subcontract Costs | X | | | |
| 4 | Material & Equipment/Included | | X | | |
| | a. Contractor Owned Equip, trucks | | Inc. | | |
| | b. Small Tools - Purchase | | X | | |
| | c. Small Tools - Rental | | X | | |
| 5 | Warranty Work & Coordination | | | X | |

| Temporary Facilities | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|----------------------|---|--------------------|--------------------|---------------------|------------------|
| 1 | Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet | X | | | |
| 2 | Storage Trailer & Tool Shed Rental | X | | | |
| 3 | Office Furniture/Equip/computers | X | | | |
| 4 | Xerox Copies/Misc Printing | X | | | |
| 5 | Postage/UPS/FedEx | X | | | |
| 6 | Project Photographs | X | | | |
| 7 | Temporary Toilets | X | | | |
| 8 | Project Sign | X | | | |
| 9 | Temporary Fencing/Enclosures | X | | | |
| 10 | Covered Walkways if required | X | | | |
| 11 | Barricades | X | | | |
| 12 | Temporary Stairs | X | | | |
| 13 | Opening Protection | X | | | |
| 14 | Safety Railing & Nets | X | | | |
| 15 | Drinking Water/Cooler/Cup | | X | | |
| 16 | Safety/First Aid Supplies | | Inc. | | |
| 17 | Fire Fighting Equipment | | Inc. | | |
| 18 | Security Guards | | X | | |
| 19 | Watchman Service | | X | | |
| 20 | Phone lines, cell phones, WiFi/Hardline Internet | | X | | |
| 21 | Temporary "Swing space" portables to house teachers and students as required for phasing | | | | X |
| 22 | Utility connections and civil work needed for temporary "swing space" portables as required for phasing | X | | | |

| Miscellaneous Project Costs | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|------------------------------------|-------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Performance and Payment Bonds | X | | | |
| 2 | Developer-provided insurance | | | | |
| 3 | Printing - Drwgs & Specs | X | | | |
| 4 | Initial Soils Investigation | | | | X |
| 5 | Testing and Inspection | | | | X |
| 6 | Maintenance After Occupancy | | | | X |
| 7 | Facility Operator/Training | X | | | |
| 8 | Fees | | | | X |

| Hoisting | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|-----------------|------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Hoist & Tower Rental | X | | | |
| 2 | Hoist Landing & Fronts | X | | | |
| 3 | Hoist Operator | X | | | |
| 4 | Hoist Safety Inspections | X | | | |
| 5 | Hoist Material Skips/Hoppers | X | | | |
| 6 | Erect & Dismantle Hoists | X | | | |
| 7 | Crane Rental | X | | | |
| 8 | Crane Operators | X | | | |
| 9 | Crane Safety Inspections | X | | | |
| 1 | Erect & Dismantle Crane | X | | | |
| 1 | Fuel, Repairs, Maintenance | X | | | |
| 1 | Crane Raising/Jumping Costs | X | | | |
| 1 | Safety Inspections | X | | | |
| 1 | Forklift Rental | X | | | |
| 1 | Forklift Operator | X | | | |
| 1 | Forklift Safety Inspections | X | | | |
| 1 | Fuel, Repairs, Maintenance | X | | | |

| Contractor's Main Office Staff | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---------------------------------------|--------------------------------|-------------------------------------|----------------------------|-------------------------|
| 1 | Corporate Executives | | | X | |
| 2 | Principal in Charge | | | X | |
| 3 | Estimating Cost Engineering | | | X | |
| 4 | Value Engineering | | | X | |
| 5 | Scheduling | | | X | |
| 6 | Drafting and Detailing | | | X | |
| 7 | Purchasing & Contracts | | | X | |
| 8 | Accounting & Bookkeeping | | | X | |
| 9 | Safety & E.E.O Officer | | | X | |
| 10 | Secretarial | | | X | |
| 11 | Clerk/Typist | | | X | |
| 12 | Computer/Data Processing | | | X | |
| 13 | Legal (General Services/Pertaining to | | | X | |
| 14 | Travel & Subsistence | | | X | |
| 15 | Fringe Benefits & Burden | | | X | |
| 16 | Vacation Time/Main Office | | | X | |
| 17 | Bonuses/Main Office | | | X | |
| General Conditions Total Cost transfer to Fee Proposal | | | \$400,000 Total \$80,000 / Month | | |

**APPENDIX C-3
Allowable General Condition Costs
Construction Phase Scope Detail**

| Project (On Site Jobsite Staff) | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|--|---|--------------------------------|---------------------------|----------------------------|-------------------------|
| Increment 1 | | | | | |
| 1 | Operations Manager | | Inc. | | |
| 2 | Project Manager | | Inc. | | |
| 3 | Project Superintendent | | Inc. | | |
| 4 | Project Engineer | | Inc. | | |
| 5 | Home Office Engineer | | Inc. | | |
| 6 | Scheduling Engineer | | X | | |
| 7 | Field Engineer | | X | | |
| 8 | Draftsman/Detailer | | X | | |
| 9 | Record Drawings | | X | | |
| 10 | Field Accountant | | Inc. | | |
| 11 | Time Keeper/Checker | | X | | |
| 12 | Secretarial/Clerk Typist | | Inc. | | |
| 13 | Independent Surveyor | X | | | |
| 14 | Safety &. E.E.O. officer | | X | | |
| 15 | Runner/Water Boy | | X | | |
| 16 | Vacation Time/Job Site Staff | | X | | |
| 17 | Sick Leave/Job Site Staff | | X | | |
| 18 | Bonuses/Job Site Staff | | | X | |
| 19 | Quality Control Program | | X | | |
| 20 | Qualified SWPPP Practitioner (QSP) | X | | | |
| 21 | SWPPP Creation, Approval, Notifications | X | | | |

| Temporary Utilities | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|----------------------------|---|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Telephone Installation | | X | | |
| 2 | Telephone Monthly Charges | | Inc. | | |
| 3 | Elect Power Installation | X | | | |
| 4 | Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction | X | | | |
| 5 | Elect Power Monthly Charges | | | | X |
| 6 | Water Service for construction | X | | | |
| 7 | Heating & Cooling Costs for | X | | | |
| 8 | Light Bulbs & Misc. Supplies for | X | | | |
| 9 | Clean-Up-Periodical | X | | | |
| 10 | Clean-Up-Final | X | | | |
| 11 | Dump Permits and Fees | X | | | |
| 12 | Recycling/Trash Dumpster | X | | | |
| 13 | Flagger/Traffic Control | X | | | |
| 14 | Dust Control | X | | | |
| 15 | Temporary Road and Maintenance if | X | | | |
| 16 | Trash Chute & Hopper (if applicable) | X | | | |

| Direct Job Costs | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|-------------------------|-----------------------------------|---------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Wages of Construction Labor | X | | | |
| 2 | Labor/Fringe Benefits & Burden | X | | | |
| 3 | Subcontract Costs | X | | | |
| 4 | Material & Equipment/Included | | X | | |
| | a. Contractor Owned Equip, trucks | | Inc. | | |
| | b. Small Tools - Purchase | | X | | |
| | c. Small Tools - Rental | | X | | |
| 5 | Warranty Work & Coordination | | | X | |

| Temporary Facilities | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|-----------------------------|---|---------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet | X | | | |
| 2 | Storage Trailer & Tool Shed Rental | X | | | |
| 3 | Office Furniture/Equip/computers | X | | | |
| 4 | Xerox Copies/Misc Printing | X | | | |
| 5 | Postage/UPS/FedEx | X | | | |
| 6 | Project Photographs | X | | | |
| 7 | Temporary Toilets | X | | | |
| 8 | Project Sign | X | | | |
| 9 | Temporary Fencing/Enclosures | X | | | |
| 10 | Covered Walkways if required | X | | | |
| 11 | Barricades | X | | | |
| 12 | Temporary Stairs | X | | | |
| 13 | Opening Protection | X | | | |
| 14 | Safety Railing & Nets | X | | | |
| 15 | Drinking Water/Cooler/Cup | | X | | |
| 16 | Safety/First Aid Supplies | | X | | |
| 17 | Fire Fighting Equipment | | X | | |
| 18 | Security Guards | | X | | |
| 19 | Watchman Service | | X | | |
| 20 | Phone lines, cell phones, WiFi/Hardline Internet | | X | | |
| 21 | Temporary "Swing space" portables to house teachers and students as required for phasing | | | | X |
| 22 | Utility connections and civil work needed for temporary "swing space" portables as required for phasing | X | | | |

| Miscellaneous Project Costs | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|------------------------------------|-------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Performance and Payment Bonds | X | | | |
| 2 | Developer-provided insurance | | | | |
| 3 | Printing - Drwgs & Specs | X | | | |
| 4 | Initial Soils Investigation | | | | X |
| 5 | Testing and Inspection | | | | X |
| 6 | Maintenance After Occupancy | | | | X |
| 7 | Facility Operator/Training | X | | | |
| 8 | Fees | | | | X |

| Hoisting | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|-----------------|------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Hoist & Tower Rental | X | | | |
| 2 | Hoist Landing & Fronts | X | | | |
| 3 | Hoist Operator | X | | | |
| 4 | Hoist Safety Inspections | X | | | |
| 5 | Hoist Material Skips/Hoppers | X | | | |
| 6 | Erect & Dismantle Hoists | X | | | |
| 7 | Crane Rental | X | | | |
| 8 | Crane Operators | X | | | |
| 9 | Crane Safety Inspections | X | | | |
| 1 | Erect & Dismantle Crane | X | | | |
| 1 | Fuel, Repairs, Maintenance | X | | | |
| 1 | Crane Raising/Jumping Costs | X | | | |
| 1 | Safety Inspections | X | | | |
| 1 | Forklift Rental | X | | | |
| 1 | Forklift Operator | X | | | |
| 1 | Forklift Safety Inspections | X | | | |
| 1 | Fuel, Repairs, Maintenance | X | | | |

| Contractor's Main Office Staff | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---------------------------------------|--------------------------------|-------------------------------------|----------------------------|-------------------------|
| 1 | Corporate Executives | | | X | |
| 2 | Principal in Charge | | | X | |
| 3 | Estimating Cost Engineering | | | X | |
| 4 | Value Engineering | | | X | |
| 5 | Scheduling | | | X | |
| 6 | Drafting and Detailing | | | X | |
| 7 | Purchasing & Contracts | | | X | |
| 8 | Accounting & Bookkeeping | | | X | |
| 9 | Safety & E.E.O Officer | | | X | |
| 10 | Secretarial | | | X | |
| 11 | Clerk/Typist | | | X | |
| 12 | Computer/Data Processing | | | X | |
| 13 | Legal (General Services/Pertaining to | | | X | |
| 14 | Travel & Subsistence | | | X | |
| 15 | Fringe Benefits & Burden | | | X | |
| 16 | Vacation Time/Main Office | | | X | |
| 17 | Bonuses/Main Office | | | X | |
| General Conditions Total Cost transfer to Fee Proposal | | | \$320,000 Total \$80,000 / Month | | |

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

| | |
|--|-----------------|
| Pre-Construction Fees: | \$ 70,000.00 |
| Amendment 1 Bid Package 1: | \$ 1,844,337.00 |
| Amendment 2 Increment 01: | \$14,889,593.00 |
| Total Adjusted GMP (Pre-Construction Fees + Amendments 1-2): | \$16,803,930.00 |

See the following page for supporting documents.



Nicholas Elementary School
New Construction & Modernization
 Sacramento City USD

GMP BP#1 Abatement & Demo

Prepared on: May 26, 2023

| # | Description | Base Price |
|------|---|------------------|
| | GENERAL | \$345,363 |
| GEN1 | Temporary Facilities | \$187,185 |
| GEN3 | Temporary Utilities | \$158,178 |
| | DEMOLITION / OFF-SITE INFRASTRUCTURE | \$692,000 |
| 3 | Selective Demolition & Hazardous Material Remediation | \$692,000 |
| | SITE WORK (ROUGH) | \$50,895 |
| 7 | Survey & Staking | \$25,000 |
| 10 | Qualified SWPPP Practitioner (QSP) | \$25,895 |
| | SITE WORK (FINISH) | \$0 |
| | STRUCTURE | \$0 |
| | ENCLOSURE | \$0 |
| | INTERIOR FINISHES | \$0 |
| | SPECIALTIES | \$0 |
| | EQUIPMENT | \$0 |
| | MEP SYSTEMS | \$164,465 |
| 103 | Misc. Electrical | \$164,465 |

| | | |
|---|--|--------------------|
| Construction Subtotal (Direct Costs) | | \$1,252,723 |
|---|--|--------------------|

| CONTINGENCIES & ALLOWANCES | | SUB TOTAL |
|---------------------------------------|-------------------------------------|------------------|
| 3.0% | Contractor Construction Contingency | \$37,582 |
| 3.0% | Owner Contingency | \$37,582 |

| | | |
|---|--|--------------------|
| Construction Subtotal w/ Contingency | | \$1,327,887 |
|---|--|--------------------|

| RATE | GENERAL CONDITIONS | SUB TOTAL |
|-------------|---------------------------|------------------|
| LS | General Conditions | \$400,000 |

| | | |
|--|--|--------------------|
| Construction Subtotal w/ General Conditions | | \$1,727,887 |
|--|--|--------------------|

| RATE | INSURANCE & BONDS | SUB TOTAL |
|-------------|---------------------------------|------------------|
| 1.50% | Project Insurance | \$27,666 |
| 1.50% | Subcontractor Default Insurance | \$19,919 |
| 0.68% | Payment and Performance Bond | \$12,542 |

| | | |
|---|--|--------------------|
| Construction Subtotal w/ Insurance & Bonds | | \$1,788,014 |
|---|--|--------------------|

| RATE | DEVELOPER'S FEE | SUB TOTAL |
|-------------|------------------------|------------------|
| 3.15% | Lease-Lease-Back Fee | \$56,323 |

| | | |
|-----------------------------------|--|--------------------|
| Total - Construction Costs | | \$1,844,337 |
|-----------------------------------|--|--------------------|

| |
|-------------------------|
| Total Base Price |
|-------------------------|

| | |
|---|--------------------|
| Total - Construction Costs Incl. Owner Contingency | \$1,844,337 |
|---|--------------------|



SCUSD Nicholas ES Modernization and New Construction
Awarded Subcontractors

| # | Description | Awarded Subcontractor |
|------------|---|-----------------------|
| | DEMOLITION / OFF-SITE INFRASTRUCTURE | |
| 3 | Selective Demolition & Hazardous Material Remediation | WC Maloney/PALS |
| | MEP SYSTEMS | |
| 103 | Electrical & Low Voltage Systems | Sac Valley Electric |



Selective Demolition & Hazardous Material Remediation

| | | | | | | | |
|--|---|---|---|---|---|---|---|
| Nicholas Elementary School <i>New Construction & Modernization</i> | .Cal Inc | WC Maloney/PALS | Central Valley Environmental | & Demolition Services Grading Inc | JIM Environmental, Inc | PARC Environmental | GGG |
| | Rene Vargas 707 689 7562 gessparza@cal-hi.com | Rob Kay 209 942 1129 rob@wcmaloney.com | Greg Paul 559 978 1053 gregp@cvescorp.com | Sarah Meyer 209 456 9741 smeyer@dsai.co | Jason Sagil 916 870 0686 jsagil@jmenrv.com | Mike Stoeckle 559 233 7156 mstoeckle@parcenvironmental.com | Rohan Desai 714 912 1369 rohan@gggademo.com |
| | INCOMPLETE | COMPLETE | COMPLETE | COMPLETE | COMPLETE | INCOMPLETE | COMPLETE |
| | INCOMPLETE | COMPLETE | COMPLETE | COMPLETE | COMPLETE | INCOMPLETE | COMPLETE |
| | INCOMPLETE | COMPLETE | COMPLETE | COMPLETE | COMPLETE | INCOMPLETE | COMPLETE |

| | | | | | | | |
|-------------------------|-------------------|------------------|------------------|------------------|------------------|-------------------|--------------------|
| BASE PRICE TOTAL | INCOMPLETE | \$692,000 | \$694,337 | \$700,399 | \$927,521 | INCOMPLETE | \$1,294,500 |
|-------------------------|-------------------|------------------|------------------|------------------|------------------|-------------------|--------------------|

BASE BID

| | | | | | | | | | |
|--|-----------|------------|------------|-----------|-----------|-----------|-------------|--|--|
| Best Value Scoring | | | | | | | | | |
| Base Bid Price - 50% | 45 | 40 | 38 | | | | | | |
| Completeness of Bid - 25% | 10 | 20 | 22 | | | | | | |
| Schedule Compliance - Pass/Fail | Fail | Pass | Pass | | | | | | |
| Interview - 25% | 10 | 25 | 23 | | | | | | |
| Total | 65 | 85 | 83 | | | | | | |
| Base Bid | \$458,134 | \$626,000 | \$642,387 | \$700,399 | \$927,521 | \$285,000 | \$1,294,500 | | |
| Temporary Tree Protection Measures | O | ✓ \$7,500 | ✓ \$20,850 | | | | | | |
| BMP Install, (Waddles, Rock Entrances, inlets) | O | ✓ \$50,000 | ✓ \$8,750 | | | | | | |
| Underground utility demo | O | ✓ | ✓ | | | | | | |
| Backfill & Compaction | O | ✓ | ✓ \$18,850 | | | | | | |
| Cut and cap of underground utilities | O | ✓ | ✓ | | | | | | |
| Hazmat and Demo of MPR Bldg | O | ✓ | ✓ | | | | | | |
| Freon Retention | O | ✓ \$3,500 | ✓ \$3,500 | | | | | | |
| Subcontract Compliance/Adherence | O | ✓ | ✓ | | | | | | |



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demo & Abatement

SUBCONTRACTOR

Subcontractor's Firm Name: W.C. Maloney, LLC
Address: PO Box 30326 Stockton CA 95213
Mailing Address City State Zip
4020 Newton Rd Stockton CA 95205
Physical Address (If Different) City State Zip
Telephone: 209-351-1716 Fax: 209-942-2579
Contact Name: Rob Kay Email: rob@wcmaloney.com
State Contractor's Board No. 718243 Class Type: A, C21

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE see Attached Quote

Base ("Bid") Proposal: 626,000.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Six hundred & Twenty Six Thousand dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2% P&P Bond Value: \$12,520.00

Words: Twelve thousand and Five hundred and Twenty dollars.

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/29/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: PALS Scope of Work: Abatement CSCB No.: 700658
 Name: Asta Scope of Work: Temp Water Work CSCB No.: 247178
 Name: _____ Scope of Work: _____ CSCB No.: _____
 Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 -

Description: Install 2- 3" Taps off of Irrigation line & Install hydrant

Add / Deduct (Circle One) (\$ 25,000.00)

Words: Twenty Five thousand dollars.



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/25, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: W.C. Maloney, LLC

By: (Signature): [Handwritten Signature]

(Typed Name): W. Coetts Maloney

As Its: (Position/Title): CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



W. C. MALONEY, LLC
 PO BOX 30326
 STOCKTON, CA 95213-0326
 (209) 942-1129 Fax: (209) 942-2579

QUOTE

Quote #: 88493
 Date entered: 04/27/23
 Bid Date: / /

| CUSTOMER INFORMATION | |
|-----------------------|-------------------------|
| Estimating Department | <u>Cust #</u> 000244 |
| Fax: | |
| Ordered By: | |
| Salesman: Rob Kay | |

| JOB SITE INFORMATION |
|--------------------------------|
| Nicholas ES 6601 Steiner Dr |
| Sacramento, CA |
| Foreman: |

| Item / Desc | Details | Qty | Unit Price | Extended |
|---|---------|-----|------------|----------|
| <p>WE ARE BIDDING ON THE FOLLOWING ITEMS: Page 1 of 2 Items not expressly included in this proposal shall be deemed excluded from subcontractors scope of work. Changes or deletions to this quote, bid item list or terms and conditions, must be done PRIOR to bid time only.</p> <p>**Remove and Dispose of items listed in demo notes 1-4, 6-23 as shown on sheets C1.1 to C1.3 (Demo from back of sidewalk into the property only)</p> <p>**Remove and Dispose of items listed in demo notes 41-44, 46, 47 as shown on sheets C1.4 to C1.6 (Demo from back of sidewalk into the property only)</p> <p>**Remove and Dispose of asbestos containing items as shown in the haz mat surveys</p> <p>**Scrape and encapsulate loose and flakey lead paint</p> <p>**Remove and Dispose of Refrigerant from AC units</p> <p>**Remove and Dispose of lights and ballasts</p> <p>Price - \$626,000.00</p> <p>***INCLUDED*** Dust Control Removal & Disposal Of Fluorescent Light Tubes & Ballasts Move-ins (1) Add for Each Extra Mobilization (\$3,500.00) Saw Cutting Asphalt Removal Is Assumed Free Of Petromat</p> <p>***EXCLUSIONS*** Permits Air Quality Demolition Release Fees Asbestos Survey Potholing of underground utilities Utilities Protection, Shoring/Bracing, Disconnect/Safe Off or Capping WCM will contact USA and obtain a ticket # for our work area. Any locating of utilities that falls outside of USA jurisdiction, will be the G.C./Owners responsibility to identify and layout. Base Rock Removal Traffic Control (Auto/Pedestrian)</p> | | | | |



W. C. MALONEY, LLC
PO BOX 30326
STOCKTON, CA 95213-0326
(209) 942-1129 Fax: (209) 942-2579

QUOTE

Quote #: 88493
Date entered: 04/27/23
Bid Date: / /

Barricades (Auto/Pedestrian)

Page 2 of 2

Temporary Fencing

Site Security

Any Unforeseen Objects Below Grade Unless Noted in Quote.

Temporary Shoring or Bracing

De-Watering

Backfill and Compaction

Installation And Maintenance Of (S.W.P.P.P.)

Street Sweeping

Protective Covering

Stripping of Grass

Relocate/Salvage i.e. Saving or Salvaging for Relocation or Reuse on Project or Owners Reuse

Excavation For Our Removal Only

Tree Removal Includes Root Picking During Clearing Operation Only. However More Root Picking Will be Needed During Grading Operation (NOT INCLUDED).

Performance & Payment Bond

REQUIREMENTS

Layout Of Work, i.e. Specific Markings In Paint Identifying Exact Removal Limits

Lane Closures

Access to Work Areas

Work to be Performed During Normal Hours.

Retention Due Upon Completion of Sub-Contract

All Salvage Material Becomes Property of W.C. Maloney Inc.

-AN ASBESTOS SURVEY WILL BE REQUIRED PRIOR TO DEMOLITION (NOT INCLUDED IN PRICE) PLEASE ALLOW FOR A 10 WORKING DAY NOTIFICATION IN YOUR SCHEDULE TO AIR QUALITY CONTROL PRIOR TO ANY DEMOLITION

-WE REQUIRE A COPY OF THE DEMOLITION PERMIT FOR OUR RECORDS, PRIOR TO STARTING ANY WORK.

W.C. MALONEY'S INDEMNITY OBLIGATIONS AND OTHER PAYMENT OBLIGATIONS UNDER THIS SUBCONTRACT ARE EXPRESSLY LIMITED TO AND SHALL NOT EXCEED OBLIGATIONS, LOSSES, DAMAGES, ETC., COVERED BY AND ACTUALLY PAID BY W.C.MALONEY'S INSURANCE AS REQUIRED IN THIS SUBCONTRACT.

-THIS QUOTE REPRESENTS MY FULL SCOPE OF WORK AND SHALL BE MADE PART OF THE SUBCONTRACT ALONG WITH THE "W.C. MALONEY TERMS AND CONDITIONS".

Contractors License #718243 Class A & C-21

D.I.R. #1000868882

We Are Signatory To The Laborers & Operating Engineers Unions.

Bond Rate 2% Premium Not Included

Jamie Kale

From: Rob Kay <rob@wcmaloney.com>
Sent: Friday, May 5, 2023 9:23 AM
To: Jamie Kale
Subject: Nicholas ES

See below for adds

Tree protection per sheet L0.10 - \$7,500.00

BMPs and SWPP plan (excludes inspections) includes 2 Temp rock entrances, straw waddles in locations shown on swppp plan, protecting storm drain boxes, etc - \$50,000.00

Added cost for unforeseen classroom contents – Base bid included 2 dumpsters of misc classroom contents – Add \$1500.00 per dumpster beyond two

Added cost for district to keep freon - \$3,500.00 (this is the cost to buy the containers and give to the district)

Pipe per FT for underground tsi pipe removal - \$60.00/LF (100 LF minimum)

Cost to cut and cap water, sewer, and storm drain - \$5,000.00

Rob Kay, P.E.

Estimator/Project Manager/Engineer

O: 209.942.2579

M: 209.351.1716



rob@wcmaloney.com

We make the future possible

PROPOSAL FOR CONTRACTING SERVICES



Client : Core Construction
Client Address: 11601 Blocker Dr. Ste 215
City, State & Zip: Auburn, CA 95603
Client Contact : Jamie Kale
Client Phone: (323) 369-9940
Client Email or Fax: jamiakale@coreconstruction.com

Core Construction-SCUSD Nicholas ES
Project Ref Name : Modernization
Site Address: 6601 Steiner dr
City, State, Zip: Sacramento
County: Sacramento
Bid Type: Lump sum
Mobilization: 10%
Client Provided Permits: DEMO Permit

Job #: 32608
Job Type: 01-02 Combination
DIR Determination N/A
Certified/SAD 140/ Davis Bacon: CERTIFIED & DAS 140- Prevailing
BID Expiration: 5/27/2023
Wage Type : Union - Combo

Bid Position: Subcontractor
CAL INC PM: Brandee Rakowski
CAL INC PM PH#: Brandee Rakowski 707-724-4021
CAL INC PM Email: brakowski@cal-inc.com
CAL INC Estimator: David Esparza
CAL INC Estimator PH#: David Esparza 707-689-7562
CAL INC Estimator Email: desparza@cal-inc.com
CAL INC Permits Required: AQMD- Asbestos

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: Core Construction

Date: 4/27/2023

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any **changes** to the scope or terms and conditions may result in price modifications.

GENERAL SCOPE OF WORK

CAL INC to provide labor, equipment, and materials to remove and dispose of items as identified on plan sheets: C1.1, C1.2, C1.3, C1.4, C1.5 (no other plans included). All disposal will be per regulations. Any recyclable material will be recycled. All disposal and recycling slips to be submitted. All services at the site to be disconnected prior to demolition (electrical, data, water, etc.).

Bid includes demolition of items. No new fill or prep work for new work included in bid.

CAL INC will transport and dispose/recycle materials per regulations. All materials in bins or trucks will become the property of CAL INC and we are responsible for the disposing and/or recycling materials as well as all costs and values associated with these materials.

Project Specific Inclusions, Assumptions, Exclusions:

1. Bid includes hazardous materials.
2. Bid limited to work identified on specific plan sheets or documents as noted in this proposal (does not include work on other plan sheets or documents not referenced in proposal).
3. Bid assumes one mobilization.
4. Bid does not include demolition or city/ county permits.
5. All protected items by others.

GENERAL DETAIL FOR SCOPE OF WORK

- *CAL INC is also a licensed hazardous waste hauler.
- *No other work on any other plan sheet or documents are included in this bid.
- *No patch, repair, relocation or new work included in bid.
- *Bid does not include shoring, or engineering services.
- *Bid based on M-F normal business hours.
- *Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

- * If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.
- *CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Price Detail on page 2

\$

458,134

Permitting Required

Page 1 of 4

Air Quality permits Required

AQMD- Asbestos

Other permits Required DEMO Permit



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK _____

SUBCONTRACTOR

Subcontractor's Firm Name: CAL INC

Address: 2040 Peabody Road Vacaville, CA 95687
Mailing Address City State Zip

Physical Address (if Different) City State Zip

Telephone: 707-446-7996 Fax: 707-446-4906

Contact Name: Tina Vargas Email: tvargas@cal-inc.com

State Contractor's Board No. 657754 Class Type: A, ASB, B, C13, C21, C22, C33, C39, HAZ

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$458,134
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Four hundred and fifty eight thousand, one hundred and thirty four dollars even.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 4% P&P Bond Value: _____

Words: Bond not added to bid. Can provide upon request

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | | | |
|----------------|-------------|--------------|----------------------|
| No. <u>N/A</u> | Date: _____ | No. <u>1</u> | Date: <u>4/11/23</u> |
| No. _____ | Date: _____ | No. <u>2</u> | Date: <u>4/24/23</u> |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

- Name: N/A Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: _____

By: (Signature):  _____

(Typed Name): David Esparza

As Its: (Position/Title): President

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

PROPOSAL PRICING

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.

*Includes: Labor, materials, equipment, and disposal costs.

*Includes the Following Insurance:

>General Liability = \$6M occurrence/\$7M aggregate

>Auto = \$1M

>WC = \$6M

>Professional liability = \$6M occurrence/\$7M aggregate

>Pollution liability = \$6M occurrence/\$7M aggregate

*If additional insurance coverage is needed outside our normal limits a change order may apply.

*Includes CAL/OSHA Notification

*Assumes Water and power are available or provided on site.

*Excludes anything not called out in scope of work.

*Excludes Perimeter Monitoring and/or Clearance Sampling.

*Excludes moving of any items prior to commencement of work.

*Excludes Patch, repair, or any new work.

*Excludes Bonds & Builders Risk Insurance.

*Excludes Permits, Excludes Shoring

*Excludes anything not called out in scope of work.

*Excludes PLA or any other union agreement outside our local 67 union agreement.

*Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.

*Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.

*This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.

*Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided

*Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.

*Once job commences, CAL INC will bill for the mobilization & permit fees

*CAL INC will provide weekly progress billings

*If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:

> For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.

> Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work-: CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.

>For Concrete Slabs -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.

>For Concrete Footings-Concrete Footings to be snapped up to 2 ½ feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.

> For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.

> Ladder/Equipment-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

ITEMIZED BREAK DOWN

| Description | Amount |
|--|-------------------|
| Building Demo & Disposal | \$ 118,646 |
| Concrete & Base Demolition & Disposal | \$ 65,281 |
| Fencing Demolition & Disposal | \$ 11,599 |
| Trees Removal & Disposal | \$ 35,870 |
| Site and Utility Demo & Disposal | \$ 27,283 |
| Asbestos Abatement per Survey & Disposal | \$ 78,485 |
| Lead Paint Stabilization & Disposal | \$ 13,723 |
| Asphalt Demolition & Disposal | \$ 107,247 |
| TOTAL ESTIMATED PROJECT COST | \$ 458,134 |

Terms and Conditions of Agreement

- 1 Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- 2 Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- 3 Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- 4 Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- 5 Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.
- 6 Price: The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
 - a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;

- b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - d) any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment:** The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
- 8 Extra or Additional Materials, Equipment or Services:** CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
- 9 Payment:** Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination:** Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement:** This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract.
- 12 Waiver of Consequential Damages, Liquidated Damages:** Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice:** Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation:** To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims:** All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies:** In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information:** Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
- a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - c) Assembly drawings will be charged out at \$55.00 per hour.
 - d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
- 18 Damage Limitation.** Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
- a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
 - b) Overloading or inappropriate use of material or equipment by Customer or any third party.
 - c) Damage to material or equipment by third parties.
 - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.
- 19 Indemnity:** To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws:** Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract:** The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.

- 22 Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.
- 23 Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
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Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

David Esparza

Estimator Print Name



Estimator Signature
CAL INC

Project Manager PH : Brandee Rakowski 707-724-4021
Project Manager Email: brakowski@cal-inc.com
Office: 707-446-7996
Fax: 707-446-4906
Estimator Phone: David Esparza 707-689-7562
Estimator Email: desparza@cal-inc.com

Brandee Rakowski
Project Manager

Project Manager Signature

32608
Job #

Accepted By Authorized Representative of Above Client/Company

Print Name

(Signature)

Address

Contractors License #:

Date of signature

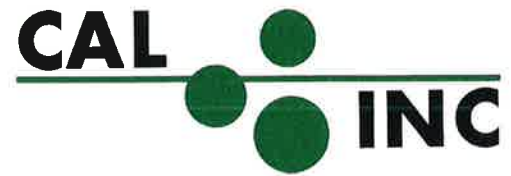
PO# if applicable

0

DIR WAGE Determination for all Prevailing wage work

\$ 458,133.81

Contract Value



EST. 1979

CAPABILITIES STATEMENT

CAL INC / CALINC Training, LLC.

CAL INC - CSLB License No. 657754

- A, B, C-13, C-21, C-22, C-33, C-39, ASB, HAZ

CAL INC - DOSH Registration No. 482

CALINC - EPA Lead-Safe Firm No. NAT-19569-2

CAL INC - SSPC Member ID No. 67930

- The Society for Protective Coatings
- Protective Coatings Inspector - Level 1 & 2 Certification

CAL INC - Minority Business Enterprise (MBE) Certified

CAL INC - Golden Shovel Certified

- PG&E Contractor Safety Program
- ISN Participation for Safety

CAL INC - Signatory to Local 67 Laborers Union

- Abatement Laborers Only

Service Areas

- Central and Northern California
- Select Projects in Southern California
- Call for a free estimate today! 707-446-7996

Types of Jobs We Work on:

Schools, Bridges, National Parks, Federal Government & Military Sites, Homeless Encampments, Private and Commercial Office Buildings, Residential Homes and Apartment Complexes, Manufacturing Plants and Facilities, etc.



TRAINING



ABATEMENT

ENVIRONMENTAL REMEDIATION

Asbestos Removal, Lead Paint, Stabilization
 Fire Debris Removal/Clean-up
 Pre-Demo Abatement, DOSH Demo
 Mold Remediation
 Hazardous Waste Disposal & Transportation

ENVIRONMENTAL & SAFETY TRAINING

Asbestos, Lead, HAZWOPER, OSHA,
 Confined Space, Mold & More!
 On-Site & Open Enrollment
 Virtual Training

ENVIRONMENTAL CONSULTING

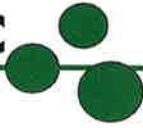
Asbestos Testing
 Lead Testing
 Mold Testing
 Storm Water (SWPPP) Compliance
 Phase I Environmental Site Assessments
 Phase II Environmental Site Assessments
 Clearance & Abatement Oversight/Monitoring

COMMERICAL & INDUSTRIAL COATINGS

Industrial Buildings
 Factories & Warehouses
 Pre-Fab Buildings Metal Walls & Roofs

CONTACT:

David Esparza, CEO
 707.446.7996
 desparza@cal-inc.com



PROPOSAL FOR CONTRACTING SERVICES

Your Solutions Provider for
Asbestos, Lead & Mold Abatement,
Hazardous Waste Remediation,
Demolition, Construction,
Painting and Coatings,
Training and Certifications

License & Certifications
Certified Minority Owned Business
(MBE)
CSLB 657754
(A, Asb, B, C-13, C-21, C-22, C-33, C-39, Haz)
DTSC Haz Waste Transporter #6424
DOT Haz Mat Registration #061519600004B
CA DMV Motor Carrier Permit #0471635
EPA #CAL000409258
CHP Haz Materials Transport #222386

SSPC Certified
DIR#: 1000003209

Client : Core Construction
Client Address: 11601 Blocker Dr. Ste 215
City, State & Zip: Auburn, CA 95603
Client Contact : Jamie Kale
Client Phone: (323) 369-9940
Client Email or Fax: jamiengkale@coreconstruction.com

Core Construction-SCUSD Nicholas
Project Ref Name : ES Modernization
Site Address: 6601 Steiner dr
City, State, Zip: Sacramento
County: Sacramento
Bid Type: Lump sum
Mobilization: 10%
Client Provided
Permits: DEMO Permit

Job #: 32608
Job Type: 01-02 Combination
DIR Determination N/A
Certified/SAD 140/ Davis Bacon: CERTIFIED & DAS 140- Prevailing
BID Expiration: 6/4/2023
Wage Type : 0

Bid Position: Subcontractor
CAL INC PM: Brandee Rakowski
CAL INC PM PH#: Brandee Rakowski 707-724-4021
CAL INC PM Email: brakowski@cal-inc.com
CAL INC Estimator: David Esparza
CAL INC Estimator PH#: David Esparza 707-689-7562
CAL INC Estimator Email: desparza@cal-inc.com
CAL INC Permits Required: AQMD- Asbestos

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: Core Construction

Date: 5/5/2023

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any **changes** to the scope or terms and conditions may result in price modifications.

GENERAL SCOPE OF WORK

CAL INC to provide labor, equipment, and materials to remove and dispose of items as identified on plan sheets: C1.1, C1.2, and C1.3 (no other plans included). All disposal will be per regulations. Any recyclable material will be recycled. All disposal and recycling slips to be submitted. All services at the site to be disconnected prior to demolition (electrical, data, water, etc.). Bid no longer includes C1.4, C1.5, C1.6 and homework items.

Bid includes demolition of items. No new fill or prep work for new work included in bid.

CAL INC will transport and dispose/recycle materials per regulations. All materials in bins or trucks will become the property of CAL INC and we are responsible for the disposing and/or recycling materials as well as all costs and values associated with these materials.

Project Specific Inclusions, Assumptions, Exclusions:

1. Bid includes hazardous materials.
2. Bid limited to work identified on specific plan sheets or documents as noted in this proposal (does not include work on other plan sheets or documents not referenced in proposal).
3. Bid assumes one mobilization.
4. Bid does not include demolition or city/ county permits.
5. All protected items by others.

CAL INC Acknowledges (2) Bid Clarifications.

GENERAL DETAIL FOR SCOPE OF WORK

- *CAL INC is also a licensed hazardous waste hauler.
- *No other work on any other plan sheet or documents are included in this bid.
- *No patch, repair, relocation or new work included in bid.
- *Bid does not include shoring, or engineering services.
- *Bid based on M-F normal business hours.
- *Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

- * If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.
- *CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Price Detail on page 2

\$

553,301

Permitting Required

Air Quality permits Required

AQMD- Asbestos

Other permits Required DEMO Permit

PROPOSAL PRICING

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.

*Includes: Labor, materials, equipment, and disposal costs.

*Includes the Following Insurance:
 >General Liability = \$6M occurrence/\$7M aggregate
 >Auto = \$1M
 >WC = \$6M
 >Professional liability = \$6M occurrence/\$7M aggregate
 >Pollution liability = \$6M occurrence/\$7M aggregate

*If additional insurance coverage is needed outside our normal limits a change order may apply.

*Includes CAL/OSHA Notification

*Assumes Water and power are available or provided on site.

*Excludes anything not called out in scope of work.

*Excludes Perimeter Monitoring and/or Clearance Sampling.

*Excludes moving of any items prior to commencement of work.

*Excludes Patch, repair, or any new work.

*Excludes Bonds & Builders Risk Insurance.

*Excludes Permits, Excludes Shoring

*Excludes anything not called out in scope of work.

*Excludes PLA or any other union agreement outside our local 67 union agreement.

*Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.

*Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.

*This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.

*Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided

*Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.

*Once job commences, CAL INC will bill for the mobilization & permit fees

*CAL INC will provide weekly progress billings

*If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:

> For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.

> Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work-: CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.

>For Concrete Slabs -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.

>For Concrete Footings-Concrete Footings to be snapped up to 2 1/2 feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.

> For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.

> Ladder/Equipment-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

ITEMIZED BREAK DOWN

| Description | Amount |
|-------------------------------------|-------------------|
| C1.1 | \$ 203,516 |
| c1.1 asphalt | \$ 34,482 |
| c1.1 concrete | \$ 18,439 |
| C1.1 Site work | \$ 40,654 |
| C1.2 Asphalt | \$ 22,810 |
| C1.2 concrete | \$ 4,314 |
| C1.2 site work | \$ 29,469 |
| C1.3 Asphalt | \$ 6,616 |
| C1.3 Building | \$ 63,666 |
| C1.3 Site work | \$ 38,474 |
| Asbestos | \$ 77,880 |
| Lead | \$ 12,980 |
| TOTAL ESTIMATED PROJECT COST | \$ 553,301 |

Terms and Conditions of Agreement


- Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from payment, unless expressly required by law.

- 6 Price:** The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
- any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;
 - any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment:** The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
- 8 Extra or Additional Materials, Equipment or Services:** CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
- 9 Payment:** Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination:** Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement:** This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract
- 12 Waiver of Consequential Damages, Liquidated Damages:** Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice:** Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation:** To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims:** All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies:** In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information:** Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
- Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - Assembly drawings will be charged out at \$55.00 per hour.
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 - Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.

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Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

| | |
|---|--|
| <p style="text-align: center;">Respectfully Submitted,</p> <p style="text-align: center;"><u>David Esparza</u> Estimator Print Name</p> <p style="text-align: center;"> Estimator Signature</p> <p style="text-align: center;">CAL INC</p> <p>Project Manager PH : Brandee Rakowski 707-724-4021 Project Manager Email: brakowski@cal-inc.com Office: 707-446-7996 Fax: 707-446-4906 Estimator Phone: David Esparza 707-689-7562 Estimator Email: desparza@cal-inc.com</p> <p style="text-align: center;"><u>Brandee Rakowski</u> Project Manager</p> <p style="text-align: center;"><u>Project Manager Signature</u></p> <p style="text-align: center;"><u>32608</u> Job #</p> | <p style="text-align: center;">Accepted By Authorized Representative of Above Client/Company</p> <p style="text-align: center;"><u>Print Name</u></p> <p style="text-align: center;"><u>(Signature)</u></p> <p style="text-align: center;"><u>Address</u></p> <p style="text-align: center;"><u>Contractors License #:</u></p> <p style="text-align: center;"><u>Date of signature</u></p> <p style="text-align: center;"><u>PO# if applicable</u></p> <p style="text-align: center;"><u>0</u></p> <p style="text-align: center;">DIR WAGE Determination for all Prevailing wage work Page 4 of 4 \$ 553,300.94</p> <p style="text-align: center;"><u>Contract Value</u></p> |
|---|--|



CENTRAL VALLEY ENVIRONMENTAL

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San Diego-5575 Magnatron Blvd, Suite G, San Diego, CA. 92111-Ph: (619) 838-4035

CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#100001553

PROPOSAL – CVE # 23392- GP

April 27, 2023

Core Construction

Central Valley Environmental is pleased to provide the following proposal to furnish supervision, labor, and materials to perform the following scope of work at:

Nicholas Elementary School
6601 Steiner Dr
Sacramento, CA 95823

Scope of Work: Demolition

1. Mobilization of Crew and equipment.
2. Per Sheet C1.1, C1.2, C1.3, Includes keynote #1, Remove existing concrete paving and aggregate base.
3. Per Sheet C1.1, C1.2, C1.3, Includes keynote #2, Remove existing asphalt paving and aggregate base.
4. Per Sheet C1.1, C1.2, C1.3, Includes keynote #3, Remove existing chain link fence, gates, posts, and associated footings.
5. Per Sheet C1.1, C1.2, C1.3, Includes keynote #4, Remove existing bush, stump, tree, trunk and associated roots.
6. Per Sheet C1.1, C1.2, C1.3, Includes keynote #6, Remove existing building in its entirety. Including all structural footing/foundations, utility connections, etc.
7. Per Sheet C1.1, C1.2, C1.3, Includes keynote #7, Remove existing storage containers.
8. Per Sheet C1.1, C1.2, C1.3, Includes keynote #8, Remove existing shed.
9. Per Sheet C1.1, C1.2, C1.3, Includes keynote #9, Remove existing concrete curb.
10. Per Sheet C1.1, C1.2, C1.3, Includes keynote #10, Remove existing apparatus, bark, and curb.
11. Per Sheet C1.1, C1.2, C1.3, Includes keynote #11, Remove existing basketball back boards posts and footings.
12. Per Sheet C1.1, C1.2, C1.3, Includes keynote #12, Remove existing light pole and footing.
13. Per Sheet C1.1, C1.2, C1.3, Includes keynote #13, Remove existing concrete wheel stops.
14. Per Sheet C1.1, C1.2, C1.3, Includes keynote #14, Remove existing bench and footings.
15. Per Sheet C1.1, C1.2, C1.3, Includes keynote #15, Remove existing picnic table.
16. Per Sheet C1.1, C1.2, C1.3, Includes keynote #16, Remove existing wall and footing.
17. Per Sheet C1.1, C1.2, C1.3, Includes keynote #17, Remove existing sign and footing.
18. Per Sheet C1.1, C1.2, C1.3, Includes keynote #18, Remove existing post hole.
19. Per Sheet C1.1, C1.2, C1.3, Includes keynote #19, Remove existing volleyball pole.
20. Per Sheet C1.1, C1.2, C1.3, Includes keynote #20, Remove existing light pole.
21. Per Sheet C1.1, C1.2, C1.3, Includes keynote #21, Remove existing backstop and footing.
22. Per Sheet C1.1, C1.2, C1.3, Includes keynote #22, Remove existing handrail.



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DIR Reg#100001553

PROPOSAL – CVE # 23392- GP

23. Per Sheet C1.1, C1.2, C1.3, Includes keynote #23, Remove existing ramp.
24. Per Sheet C1.4, C1.5, C1.6, Includes keynote #41, Remove existing storm drain.
25. Per Sheet C1.4, C1.5, C1.6, Includes keynote #42, Remove existing drainage inlet/manhole.
26. Per Sheet C1.4, C1.5, C1.6, Includes keynote #43, Remove existing sewer pipe/cleanout.
27. Per Sheet C1.4, C1.5, C1.6, Includes keynote #44, Remove existing water pipe/valve.
28. Per Sheet C1.4, C1.5, C1.6, Includes keynote #46, Remove existing apparatus, bark, and curb.
29. Per Sheet C1.4, C1.5, C1.6, Includes keynote #47, Remove existing gas pipe, valve, and riser.
30. Includes add/alt for backfill utilities trenches after demo in 1 FT lifts, compaction, and compaction testing.

Hazardous Material Remediation

Admin/MPR/Kindergarten

31. Mobilization of Crew and equipment.
32. Remove and dispose of approximately 2,150 SF of asbestos VCT/Mastic at administration area, central hallway and teachers' lounge.
33. Remove and dispose of approximately 100 SF of asbestos sheet vinyl at kitchen floor.
34. Remove and dispose of approximately 1000 SF of asbestos carpet mastic at administration floor.
35. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K1.
36. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K2.
37. Remove and dispose of approximately 3,800 SF of asbestos brown/tan VFT/mastic at MPR and kitchen.

NAL Building 2 Rooms 3-7

38. Remove and dispose of approximately 1,800 SF of asbestos VFT/mastic at classrooms 5 and 6.
39. Remove and dispose of approximately 2,700 SF of asbestos VFT/Mastic at classrooms 3,4 and 7.

NAL Building 2 Rooms 8-12

40. Remove and dispose of approximately 1,800 SF of asbestos VFT/Mastic at classrooms 9 and 10.
41. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classrooms 12.
42. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classroom 11.

Includes removal and disposal of all light tubes and ballast.

Includes stabilizing paint loose and flakey paint in preparation for demolition.

All asbestos material point counted lower than 1% will be demoed in place.

All freon and fluorocarbons will be removed prior to demolition.

All lead components will be sampled using TTLC/STLC to establish proper disposal prior to demolition.

*All Asbestos work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees



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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Exclusions/Clarifications:

1. Any other asbestos abatement not noted in this proposal.
2. Includes local air quality air district notification and fee.

| | |
|---------------------------------------|---------------------|
| Total | \$642,387.00 |
| Add/Alt (backfill/compaction): | \$18,850.00 |

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.



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PROPOSAL – CVE # 23392- GP

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2023

CUSTOMER SIGNATURE: _____

PRINT NAME: _____



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PROPOSAL – CVE # 23392- GP

DATE: _____

**** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com**

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to ValerieO@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email ValerieO@cvecorp.com
You may also call 559-222-1122 with any questions or concerns.

Project Name _____

- What type of project is this? (circle one) Private Public Federal
- If a public or federal project, is there a payment bond? (Circle one) Yes No
- If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____



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PROPOSAL – CVE # 23392- GP

General Contractor _____

Construction Lender _____

Other (If any) _____

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.

Owner's Name:

Contact Name (First & Last) _____

Owner's mailing address: _____

Owner's Telephone _____

Owner's Tax ID Number: _____

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)



CENTRAL VALLEY ENVIRONMENTAL

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PROPOSAL – CVE # 23392- GP

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Selective Demo and Hazardous Material Remediation

SUBCONTRACTOR

Subcontractor's Firm Name: CVE Contracting Group Inc. DBA Central Valley Environmental

Address: 4263 N Selland Fresno, CA 93722
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 559-978-1053 Fax: 559-222-1174

Contact Name: Greg Paul Email: GREGP@CVECORP.COM

State Contractor's Board No. 913083 Class Type: A,B,C22,C21,C39

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$642,387.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Six Hundred Forty Two Thousand Three Hundred Eighty Seven Dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1%-.85% P&P Bond Value: %100

Words: Six Hundred Forty Two Thousand Three Hundred Eighty Seven Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/26/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: C&H Trucking Scope of Work: Haz Hauler CSCB No.: 844479

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

5 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April, 27, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: CVE Contracting Group Inc. DBA Central Valley Environmental

By: (Signature): 

(Typed Name): Tim Williamson

As Its: (Position/Title): CEO/President

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



CENTRAL VALLEY ENVIRONMENTAL

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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

May 8, 2023

Core Construction

PROJECT: Nicholas Elementary School

Scope of Work: Demolition

1. Mobilization of Crew and equipment.
2. Per Sheet C1.1, C1.2, C1.3, Includes keynote #1, Remove existing concrete paving and aggregate base.
3. Per Sheet C1.1, C1.2, C1.3, Includes keynote #2, Remove existing asphalt paving and aggregate base.
4. Per Sheet C1.1, C1.2, C1.3, Includes keynote #3, Remove existing chain link fence, gates, posts, and associated footings.
5. Per Sheet C1.1, C1.2, C1.3, Includes keynote #4, Remove existing bush, stump, tree, trunk and associated roots.
6. Per Sheet C1.1, C1.2, C1.3, Includes keynote #6, Remove existing building in its entirety. Including all structural footing/foundations, utility connections, etc.
7. Per Sheet C1.1, C1.2, C1.3, Includes keynote #7, Remove existing storage containers.
8. Per Sheet C1.1, C1.2, C1.3, Includes keynote #8, Remove existing shed.
9. Per Sheet C1.1, C1.2, C1.3, Includes keynote #9, Remove existing concrete curb.
10. Per Sheet C1.1, C1.2, C1.3, Includes keynote #10, Remove existing apparatus, bark, and curb.
11. Per Sheet C1.1, C1.2, C1.3, Includes keynote #11, Remove existing basketball back boards posts and footings.
12. Per Sheet C1.1, C1.2, C1.3, Includes keynote #12, Remove existing light pole and footing.
13. Per Sheet C1.1, C1.2, C1.3, Includes keynote #13, Remove existing concrete wheel stops.
14. Per Sheet C1.1, C1.2, C1.3, Includes keynote #14, Remove existing bench and footings.
15. Per Sheet C1.1, C1.2, C1.3, Includes keynote #15, Remove existing picnic table.
16. Per Sheet C1.1, C1.2, C1.3, Includes keynote #16, Remove existing wall and footing.
17. Per Sheet C1.1, C1.2, C1.3, Includes keynote #17, Remove existing sign and footing.
18. Per Sheet C1.1, C1.2, C1.3, Includes keynote #18, Remove existing post hole.
19. Per Sheet C1.1, C1.2, C1.3, Includes keynote #19, Remove existing volleyball pole.
20. Per Sheet C1.1, C1.2, C1.3, Includes keynote #20, Remove existing light pole.
21. Per Sheet C1.1, C1.2, C1.3, Includes keynote #21, Remove existing backstop and footing.
22. Per Sheet C1.1, C1.2, C1.3, Includes keynote #22, Remove existing handrail.
23. Per Sheet C1.1, C1.2, C1.3, Includes keynote #23, Remove existing ramp.
24. Per Sheet C1.4, C1.5, C1.6, Includes keynote #41, Remove existing storm drain.
25. Per Sheet C1.4, C1.5, C1.6, Includes keynote #42, Remove existing drainage inlet/manhole.
26. Per Sheet C1.4, C1.5, C1.6, Includes keynote #43, Remove existing sewer pipe/cleanout.
27. Per Sheet C1.4, C1.5, C1.6, Includes keynote #44, Remove existing water pipe/valve.
28. Per Sheet C1.4, C1.5, C1.6, Includes keynote #46, Remove existing apparatus, bark, and curb.
29. Per Sheet C1.4, C1.5, C1.6, Includes keynote #47, Remove existing gas pipe, valve, and riser.
30. Includes add/alt for backfill utilities trenches after demo in 1 FT lifts, compaction, and compaction testing.
31. Includes cost for tree protection fencing and mulch per sheet L0.10
32. Includes cost for district to retain possession of freon, must provide cylinders for freon.
33. Includes cost for initial install of SWPPP/BMP's, to be maintained by others after demo completion.



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Hazardous Material Remediation

Admin/MPR/Kindergarten

34. Mobilization of Crew and equipment.
35. Remove and dispose of approximately 2,150 SF of asbestos VCT/Mastic at administration area, central hallway and teachers' lounge.
36. Remove and dispose of approximately 100 SF of asbestos sheet vinyl at kitchen floor.
37. Remove and dispose of approximately 1000 SF of asbestos carpet mastic at administration floor.
38. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K1.
39. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K2.
40. Remove and dispose of approximately 3,800 SF of asbestos brown/tan VFT/mastic at MPR and kitchen.

NAL Building 2 Rooms 3-7

41. Remove and dispose of approximately 1,800 SF of asbestos VFT/mastic at classrooms 5 and 6.
42. Remove and dispose of approximately 2,700 SF of asbestos VFT/Mastic at classrooms 3,4 and 7.

NAL Building 2 Rooms 8-12

43. Remove and dispose of approximately 1,800 SF of asbestos VFT/Mastic at classrooms 9 and 10.
44. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classrooms 12.
45. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classroom 11.

Includes removal and disposal of all light tubes and ballast.

Includes stabilizing paint loose and flakey paint in preparation for demolition.

All asbestos material point counted lower than 1% will be demoed in place.

All freon and fluorocarbons will be removed prior to demolition.

All lead components will be sampled using TTLC/STLC to establish proper disposal prior to demolition.

*All Asbestos work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees

Exclusions/Clarifications:

1. Any other asbestos abatement not noted in this proposal.
2. Includes local air quality air district notification and fee.

| | |
|---------------------------------------|---------------------|
| Total: | \$642,387.00 |
| Add/Alt (backfill/compaction): | \$18,850.00 |
| Freon Cost: | \$3,500.00 |
| Tree Protection Cost: | \$20,850.00 |
| SWPPP and BMP Install Cost: | \$8,750.00 |



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DIR Reg#100001553

PROPOSAL – CVE # 23392- GP

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.



CENTRAL VALLEY ENVIRONMENTAL

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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2023

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

DATE: _____

**** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com**

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL



CENTRAL VALLEY ENVIRONMENTAL

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CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to

ValerieO@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email ValerieO@cvecorp.com
You may also call 559-222-1122 with any questions or concerns.

Project Name _____

- What type of project is this? (circle one) Private Public Federal
- If a public or federal project, is there a payment bond? (Circle one) Yes No
- If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____

General Contractor _____

Construction Lender _____

Other (if any) _____

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Owner's Name:

Contact Name (First & Last)

Owner's mailing address:

Owner's Telephone

Owner's Tax ID Number:

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)

Demolition Services & Grading Inc.

CSL #1015534 – A, B, C12 & C21

DIR #1000039367

dsgi.co

April 27, 2023

**RE: Nicholas Elementary
6601 Steiner Street
Sacramento, CA 95823**

Our bid includes removal & legal disposal of items within the site & project limits, as **“specifically”** detailed herein.

LUMP SUM: - \$700,399
Abatement, Site & Building Demolition

BIDDING DOCUMENTS:

- Specifications: Demolition & Abatement
- Drawings: by WCE Sheets C1.1, C1.2, C1.3, C1.4, C1.5, C1.6
- Clarifications: 1 & 2
- Project Schedule: To mutually be agreed upon

INCLUSIONS:

“This proposal” & its listed clarifications, conditions & exclusions will be included as part of any mutually agreed upon contract generated from the offer. Said scope of work attached herein will be provided to our field for clarity of work to be performed.

General Conditions

- DSGI carries general liability insurance at a limit of \$1M per occurrence, \$2M aggregate.
- Automobile liability insurance is carried at a limit of \$1M & Contractors Pollution liability insurance is carried at a \$1M per occurrence, \$2M aggregate **(all others insurance, waivers or types are excluded – contact us for pricing if required)**

Main Office
281 Generations Court - Manteca
209 740 0081

- Signatory to Operators, Masons & Labor Unions (all wages are in today's dollars – refer to date of proposal)
- Prevailing Wage & Certified Payrolls (DIR # 1000039367)
- Work to be performed between 7am and 4pm +/- (Monday – Friday)
- Based on one mobilization & continuous operation.
 - Additional equipment moves will be charged at \$2,500 per occurrence
- To be performed by use of heavy mechanical track equipment & supported by labor forces & associated hand tools
 - Equipment projected to be utilized is a 80,000 pound unit
- Adequate staging & parking shall be provided for the performance of this work, inclusive of
 - Foreman's vehicle
 - 5 Axel vehicles entering & exiting
 - Debris Boxes
- Obtain BAAQMD 10 day waiting period notification
- Notify Underground Service Alert (USA)

Abatement, Site & Building Demolition

- DSGI retains title to salvaged material present at the time of walk & is entitled to sell such materials at its discretion and retain the proceeds of any such sales.
- Asbestos abatement as per report dated 4/18/23 & prepared by Entek Consulting Group Inc.
 - The report is assumed to be accurate as provided to us.
 - GC or owner to ensure power & water is available for crews
 - All loose items to be removed by others prior to abatement
 - Final clearances by others
- Roof mounted mechanical units, sleepers, conduits & hardware
 - Includes recovery of freon & oils
 - Pressure treated wood sleepers to be handled, hauled & disposed of by others
- Buildings (47,000 SF +/-)
 - Building is assumed to be empty of old tenants or owners' belongings
- Slab on grade
 - Assumed to be 6" thick & free of fabrics at underside or linings such as a vapor barrier in earth
- Perimeter structure foundations.
 - Assumed to be 3' square feet of volume per linear foot.

- Concrete flatwork (26,600 SF +/-) not to exceed 6” inches thick or contain fabrics at underside or linings / vapor barriers in earth
- Curbs, parking bumpers & valley gutters
- Retaining walls & associated footings
- Asphalt paving (92,000 SF +/-) not to exceed 3” thick or contain petro-mat at underside
 - Thickness was confirmed through Geotech report & boring logs dated 12/16/22 & prepared by MP Engineering
- Chain link fencing, posts & footings.
- Shed & Enclosures
- Play apparatus, basketball hoops, benches, etc.
- Parking lot light poles & foundations
 - Safe off by others
- Trees, stumps, & vegetation within school area
 - Excludes clearing and grubbing of green or dead grass / sod
 - Excludes fine chasing or plucking of visible roots 6” inches or less
 - Earthwork contractor should expect encountering materials as such in their process
- Catch basins & or drain inlets
- Underground wet utilities. Assumed to be at a depth of 4’ or less from adjacent grade
 - Excludes handling or exporting of transite materials
- Traffic & pedestrian control & signs as required for our portion of work
- Temporary power & water access to be provided by general contractor or owner
- Dust control efforts such as; (water to be provided by owner or prime contractor)
 - Water misting
 - Labor with hose
- Debris to be landfilled
- Concrete, asphalt & metals to be hauled away to a legal recycling location with documentation provided after completion of project.
 - Hauling, fuel & dump fees are in today’s dollars – refer to date of proposal
 - Materials leaving site will be taken to our known economical legal recyclers or landfills.
 - Any high costing municipality agreements with other recyclers or trash services are unknown to us & not included.

- Voids created by demolition activities will be hastily rough graded with use of existing on-site native materials, raked in with bucket & teeth and track walk compacted

EXCLUSIONS:

1. Permits, fees, deposits, or bonds (bonds available at 3.0%)
2. Pressure treated, creosote wood & or ties
3. Base rock removal
4. Utility Work such as;
 - a. Identifying
 - b. Tracing,
 - c. Relocating
 - d. Rerouting
 - e. Installing
 - f. Probing
 - g. X-raying
 - h. Protecting
 - i. Maintaining
 - j. Supporting
 - k. GC to clearly mark what utilities are to remain **PRIOR** to commencement of demolition
 - l. GC may incur standby time & related costs if our work is impacted by the activity being incomplete.
5. Temporary Utilities such as;
 - a. Lights
 - b. Power,
 - c. Dust Control Water
 - d. Sanitary Facilities
6. Temporary items such as:
 - a. Fencing,
 - b. Barricades,
 - c. Arrow Boards,
 - d. Site Security or Guard Services.
7. Salvaging for owner or tenant

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8. Offsite demolition such as;
 - a. City sidewalks
 - b. City streets
 - c. City trees
 - d. Utility poles
 - e. Underground utilities
 - f. Etc.
9. SWPPP Plans or Erosion Controls measures of any kind.
10. Cutting, digging, trenching, or backfilling for other trades
11. Removal of Spoils Generated by Others.
12. Removal of hidden or unknown conditions, such as but not limited to;
 - a. Bank vaults
 - b. Grade beams
 - c. Basements
 - d. Tunnels or tanks
 - e. Etc.
13. Laying out, any kind of testing, all inspections, engineering, or surveying
14. Grading of building pads, walks or parking lots
15. Buying, handling, importing, or exporting of beddings, base rock, pea gravel or soils
16. Backfilling & compacting of any kind for this project.
17. Vibration, subsidence, or nuisance prevention
18. Overtime work hours or shifts such as nights, graveyard, or weekends
19. Fine chising & or plucking of roots, irrigation, or sod (green or dead grass)
20. Builders or All Risk insurance coverage or policy
21. Crushing, hauling & disposal of slabs or paving containing fabrics at underside
22. Stand by time beyond the control of DSGI.
23. Perform any work on T&M basis on all public works projects.
 - a. DSGI will provide pricing with breakdown for change order for extra work. GC or Owner may elect to accept or decline COR.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS.

Sincerely,

Sarah Meyer
smeyer@dsgi.co (not com)
209-456-9741



Main Office
281 Generations Court - Manteca
209 740 0081



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demolition & Abatement

SUBCONTRACTOR

Subcontractor's Firm Name: Demolition Services & Grading Inc.

Address: 281 Generations Ct Manteca CA 95337

Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 209-456-9741 Fax: _____

Contact Name: Sarah Meyer Email: smeyer@dsji.co

State Contractor's Board No. 1015534 Class Type: A, B, C12, C21

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$700,399

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Seven hundred thousand three hundred ninety-nine.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 3% P&P Bond Value: 21,011.96

Words: Twenty-one thousand and eleven dollars and ninety-Six cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/24/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: PALS Scope of Work: Abatement CSCB No.: 700658

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Demolition Services & Grading Inc.

By: (Signature): _____

(Typed Name): Chris Chicarino

As its: (Position/Title): President

* Provide Letter of Authorization if the person signing is not an officer of the company *

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



JM Environmental, Inc.
Lic. #693564 DOSH #578

**ABATEMENT &
HEAVY DEMOLITION**
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

| | |
|-----------|------------|
| Date | Proposal # |
| 4/27/2023 | E28168 |

| |
|--|
| To: |
| Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com |

| |
|--|
| Job Site: |
| SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823 |

| Claim #/P.O. # | Terms | PM | Loss | Project |
|---|--------|----|--------------|----------------|
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |
| Scope of Work: | | | | Total |
| <p>Remove and dispose of ACBM (Asbestos Containing Building Material) and LCBM (Lead Containing Building Material), in preparation for demolition. Complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) down to clean dirt grade. Tasks as follows:</p> <p>*Note 1: Includes all associated footings / foundations.</p> <p>Note 2: Includes all flatwork (concrete slabs, sidewalks, asphalt, etc.) throughout site.</p> <p>Note 3: Identified oak on site to be protected during the duration of abatement and demolition.</p> <p>WORK AREAS: School Structure and Portable Buildings (Footprint approx. 42,000 SF) - Interior / Exterior.</p> <p>1. Mobilize manpower and equipment to complete the project in a professional and timely manner complying with all Local, State and Federal regulations adhering to OSHA, EPA and Air Quality Management District guidelines.</p> <p>2. Supply personal protection equipment (respirators, suits, goggles, gloves, etc.) for CDPH certified supervisor and cross trained and certified employees throughout the duration of the project.</p> | | | | |
| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | | | Total | |
| Proposal accepted by: | | | Date: | |



JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

| | |
|-----------|------------|
| Date | Proposal # |
| 4/27/2023 | E28168 |

To:

Core Construction
11601 Blocker Dr., #215
Auburn, CA 95603
Attn: Jamie Kale - 323-369-9940
jamiekale@coreconstruction.com

Job Site:

SCUSD
Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

| Claim #/P.O. # | Terms | PM | Loss | Project |
|----------------|--------|----|------|----------------|
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
|--|--------------|
| <p>3. Contents located within the work area to be removed by others and stored outside of the work area prior to JM Environmental, Inc. mobilization as to provide room for competent containment design and build, in addition to preventing any dust/cross contamination.</p> <p>*Note: Remaining contents within structures will be reviewed for proper disposal as needed.</p> <p>4. Install critical barriers/engineering controls to isolate work areas: interior and exterior type-site control, cones, barriers, negative pressure enclosure, signage, caution tape, ground drops, etc.</p> <p>5. Install HEPA filtered negative air machines as needed using flex tube venting; achieve negative air, run throughout project, maintain as needed.</p> <p>6. Install three stage decontamination chamber entry/exit / waste load-out.</p> <p>SELECT DEMOLITION:</p> <p>JM Environmental, Inc. will perform the following selective demolition procedures.</p> <p>7. In preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total), JM Environmental, Inc. will perform the following.</p> | |
| <p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p> | Total |

Proposal accepted by: _____ Date: _____



JM Environmental, Inc.
Lic. #693564 DOSH #578

**ABATEMENT &
HEAVY DEMOLITION**
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

| | |
|-----------|------------|
| Date | Proposal # |
| 4/27/2023 | E28168 |

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| To: |
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| Claim #/P.O. # | Terms | PM | Loss | Project |
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

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| Scope of Work: | Total |
| <p>A) Remove all tires, batteries, oils, aerosols, chemicals throughout site. JM Environmental, Inc. to generate waste stream and manifest, documenting disposal of materials.</p> <p>B) Collect and properly package, transport and dispose of all fluorescent light tubing, mercury switches, mercury light bulbs fluorescent light fixture ballast.</p> <p>C) Capture and recycle Freon from HVAC system prior to removal of equipment as applicable.</p> <p>*Note: During job walk it was mentioned that all HVAC systems will be drained. If this is not performed prior to JM Environmental, Inc. mobilization, line item 7.C. will apply.</p> <p>D) All effluent materials/debris generated will be captured and packaged in 6 mil poly bags prior to leaving work area(s), as to prevent cross contamination.</p> <p>ASBESTOS ABATEMENT:</p> <p>JM Environmental, Inc. will perform the following asbestos abatement procedures.</p> <p>8. Selective demolition as needed to access ACBM (Asbestos Containing Building Material), as applicable.</p> | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
|---|--------------|
| <p>9. Layout and remove ACBM (Asbestos Containing Building Material), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p> <p>A) Asbestos related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and asbestos containing material.</p> <p>B) Asbestos related materials identified in Entek Consulting Group, Inc. survey report finding dated April 18, 2023 - see report for locations and asbestos containing material.</p> <p>Note: This project will include in-place management of asbestos related material where/as applicable.</p> <p>10. Package all waste in 6 mil poly bags double bag goose neck technique per regulations prior to leaving negative pressure containment preventing cross contamination outside of containment work areas.</p> <p>11. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>12. Sanitize all vertical and horizontal surfaces throughout work areas with mild detergent, using sanding and wire brushing method.</p> | |
| <p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p> | Total |

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| Claim #/P.O. # | Terms | PM | Loss | Project |
|--|--------|----|--------------|----------------|
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |
| Scope of Work: | | | | Total |
| 13. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas. 14. Apply sprayed encapsulant to all abated surfaces throughout work areas as applicable. 15. Package, load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations. 16. Cal-OSHA, EPA, DTSC and Air Quality Management District notifications and coordination included as applicable. JM Environmental, Inc. to sign as Agent for Owner. | | | | |
| LEAD ABATEMENT: JM Environmental, Inc. will perform the following lead abatement procedures. | | | | |
| 17. Selective demolition as needed to access LCBM (Lead Containing Building Material), as applicable. 18. Layout and remove LCBM (Lead Containing Building Material), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows. | | | | |
| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | | | Total | |
| Proposal accepted by: | | | Date: | |



JM Environmental, Inc.
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| Claim #/P.O. # | Terms | PM | Loss | Project |
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

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| Scope of Work: | Total |
| <p>A) Lead related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and lead containing material.</p> <p>B) Lead related materials identified in Entek Consulting Group, Inc. survey report finding dated April 18, 2023 - see report for locations and lead containing material.</p> <p>19. JM Environmental, Inc. field technicians to remove by hand scrape and wet method all visible chipping and peeling LCP / LBP (Lead Containing Paint / Lead-Based Paint), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p> <p>A)Lead related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and lead containing material.</p> <p>20. Package all waste in 6 mil poly bags per regulations prior to leaving work area preventing cross contamination outside of containment work area, then place bagged material in hazardous waste drums/barrels for final manifesting and disposal.</p> <p>21. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>22. Apply sprayed bridging encapsulant to all abated surfaces throughout work area(s) as needed.</p> | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
|---|-------|
| <p>23. Load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>24. JM Environmental, Inc. to adhere to governing regulations as follows:</p> <p>A. Code of Federal Regulations (CFR):</p> <ul style="list-style-type: none"> i. 29 CFR 1926, Construction Services ii. 29 CFR 1910.94, Ventilation iii. 29 CFR 1910.134, Respiratory Protection iv. 29 CFR 1910.1200, Hazard Communication v. 40 CFR Parts 260, 261, 262, 263, 264, 265 and 268, Hazard Waste Management vi. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation <p>B. California Code of Regulations:</p> <ul style="list-style-type: none"> i. 8 CCR Division 1, Chapter 4, Subchapter 4, Construction Safety Orders ii. 8 CCR 5144, Respiratory Protection iii. 26 CCR Division 22, Hazardous Waste | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
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| Scope of Work: | | | | Total |
| <p>25. LEAD IN CONSTRUCTION REGULATORY COMPLIANCE: Personnel impacting paints with detectable lead must have lead training that meets the requirements of Cal/OSHA, 8 CCR 1532.1 The worker must use lead safe-work practices when handling paints with detectable amount of lead as required by CCR 1532.1. To comply with California Department of Public Health (CDPH) requirements, a containment area must be used to prevent the buildup of lead dust on surfaces to remain in place. To comply with the California Department of Toxic Substances Control and Title 22 requirements, all waste streams created as part of the project must be profiled or characterized prior to disposal and packaged as applicable.</p> <p>THIRD PARTY CLEARANCE:</p> <p>26. Third-party clearance to be coordinated by JM Environmental, Inc, and performed by others. Third party to bill client directly. This proposal does NOT include third-party clearance testing, report and fees.</p> <p>HEAVY DEMOLITION:</p> <p>JM Environmental, Inc. will perform the following demolition procedures.</p> <p>27. Demolition will be performed using JM Environmental, Inc. crews, excavators, bobcats, dump trucks, water buggy/truck and additional equipment as needed to complete scope of work.</p> <p>28. JM Environmental, Inc. to perform complete demolition of the following.</p> | | | | |
| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | | | Total | |
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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |
| Scope of Work: | | | | Total |
| A) Eighteen (18) portable buildings *Note: Includes all associated foundations, footings, piers, and slabs. B) One (1) Multipurpose Room/Kitchen building. *Note: Includes all associated foundations, footings, piers, and slabs. C) Three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total). *Note: Includes all associated foundations, footings, piers, and slabs. D) Asphalt - approx. 76,295 SF. E) Concrete - 37,989 SF. *Note 1: Approximate total does not include associated building / structural foundations, footings, slabs, etc. *Note 2: Concrete sidewalks adjacent to Steiner Drive are to remain in place. F) Trees - approx. 28. *Note: Includes root balls and grubbing where applicable. | | | | |
| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | | | Total | |
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| Scope of Work: | Total |
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| <p>G) Underground Utilities</p> <p>29. TCLP sample acquisition, packaging and laboratory coordination and results complying with EPA waste profiling.</p> <p>30. Load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>31. Load, transport and dispose of debris to an accredited waste facility adhering to local recycling criteria.</p> <p>32. Cap sewer 18" below grade with expandable plugs, install Christy box, identify location with flag and fluorescent markings for future identification as applicable.</p> <p>33. Cap water as needed, identify location with flag and fluorescent markings for future identification as applicable.</p> <p>34. Blade scrape and magnet sweep site for final detail.</p> <p>35. Storm Water Pollution Prevention Plan and Practices: JM Environmental, Inc. to install straw wattle, silt fence, rock bags, drain filters, etc. as applicable complying with County requirements.</p> | |
| <p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p> | Total |

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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |
| Scope of Work: | | | | Total |
| ADDITIONAL INFORMATION: 36. JM Environmental, Inc. to perform this project with zero emissions, complying with all applicable Local, State and Federal regulations. 37. JM Environmental, Inc. to provide good housekeeping practices throughout project, keep site free of trash, debris, etc. 38. JM Environmental, Inc. to utilize power and water on site as needed. *Note: If power outage occurs, JM Environmental, Inc. will provide power to maintain negative pressure within containment during asbestos abatement procedures as needed. 39. JM Environmental, Inc. to utilize sanitary facilities onsite as needed. 40. Fire prevention / fire watch, extinguishers, etc. throughout project – business hours only. 41. Proposal includes all applicable fees, OSHA notifications, labor, supplies, etc. necessary to complete this project. 42. All work done in accordance with applicable Local, State, and Federal Regulations. 43. Demolition permit excluded and to be completed during rebuild permitting process as applicable. | | | | |
| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | | | Total | |
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| Scope of Work: | Total |
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| <p>44. JM Environmental, Inc. shall not be responsible for damages due to necessary abatement procedures. JM Environmental, Inc. shall make all reasonable effort to prevent such damage.</p> <p>45. Repair or replacement of impacted structural, architectural, mechanical, or electrical items is excluded.</p> <p>46. Utility disconnects to be done by others as applicable. Owner to provide letter of disconnect from gas and electric utilities to JM Environmental, Inc. prior to demolition.</p> <p>47. JM Environmental, Inc. is licensed and insured for this project as follows: (A-General Engineering), (B-General Building), (C21-Demolition), (C22-Selective Demolition), (ASB-Asbestos), (HAZ-Hazardous Materials). Contractor's License Number: 693564.</p> <p>48. Proposal includes General Liability Insurance (coverage up to \$5,000,000.00), Workman's Compensation Insurance, Auto Insurance, mobilization, demobilization, equipment decontamination fees, equipment wear and tear, warehousing, and administration fees.</p> | |

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| Scope of Work: | Total |
| INCLUSIONS: A) Tasks as described above. B) Traffic control for own work. C) Non-working full-time onsite safety manager throughout abatement and selective demolition. ACKNOWLEDGMENTS: A) This is a PLA project. B) This is a prevailing wage project to be accompanied by certified payroll. EXCLUSIONS: A) Additional Asbestos Abatement not mentioned within this proposal. B) Additional Lead Abatement not mentioned within this proposal. C) Mold Remediation. D) Additional ORM (Other Regulated Material) not mentioned within this proposal. E) Site Security. F) Security Fencing. G) Third party environmental clearance (asbestos and lead). H) Third party environmental monitoring (asbestos and lead). I) Anything additional not described above. | |
| Total Price: | 927,521.00 |
| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total \$927,521.00 |
| Proposal accepted by: | Date: |



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK BP03 - DEMOLITION AND ABATEMENT

SUBCONTRACTOR

Subcontractor's Firm Name: GGG Demolition Inc.

Address: 1439 W Chapman Ave, Orange, CA 92868
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 714-912-1369 Fax: _____

Contact Name: Rohan Desai Email: Rohan@gggdemo.com

State Contractor's Board No. 988669 Class Type: A, B, C21, C22, ASB, HAZ

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$ 1,294,500.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One million two hundred and ninety four thousand five hundred dollars and zero cents



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.2 % P&P Bond Value: \$ 14,500.00

Words: Fourteen thousand five hundred dollars and zero cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | | | |
|----------------|------------------|-----------------------------|-------------------------|
| No. <u>N/A</u> | Date: <u>N/A</u> | No. <u>Clarification #1</u> | Date: <u>04.11.2023</u> |
| No. _____ | Date: _____ | No. <u>Clarification #2</u> | Date: <u>04.24.2023</u> |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: Pavement Recycling System Scope of Work: Asphalt Removal CSCB No.: 569352

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



ALTERNATE #02 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27th, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: GGG Demolition Inc.

By: (Signature): Rohan Desai

(Typed Name): Rohan Desai

As Its: (Position/Title): Sr. Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM

MATCH LINE - SEE SHEET C1.3



| Description | Label | Quantity | Unit |
|-----------------|---|-------------|-------|
| Site Demolition | Demo and dispose concrete wheel stops | 4 | Count |
| Site Demolition | Demo and remove light poles | 1 | Count |
| Site Demolition | Demo AC-Paving and base | 36,678.7800 | SF |
| Site Demolition | Demo basketball post and footing | 1 | Count |
| Site Demolition | Demo chainlink fence, posts, gates and footings | 568.643200 | ft |
| Site Demolition | Demo concrete walkway | 2,368.6560 | SF |
| Site Demolition | Demo curb | 984.460000 | ft |
| Site Demolition | Demo playground equipment | 1 | Count |
| Site Demolition | Demo signs in parking area | 5 | Count |
| Site Demolition | Demo trees | 15 | Count |
| Site Demolition | landscape removal/clear and grub - Earthwork | 31,575.4400 | SF |

- DEMOLITION NOTES**
- REMOVE ALL EXISTING UTILITIES AND STRUCTURES WITHIN THE PROJECT LIMITS. VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND STRUCTURES. REMOVE AND DISPOSE OF ALL UTILITIES AND STRUCTURES. MAINTAIN CLEAN THROUGHOUT THE PROJECT.
 - REMOVE EXISTING ASPHALT PAVING AND ASPHALT BASE. MAINTAIN CLEAN THROUGHOUT THE PROJECT.
 - REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE, GATES, POSTS AND ASSOCIATED FOOTINGS.
 - REMOVE AND DISPOSE OF EXISTING BUSH STUMP, TREE, AND ALL OTHER VEGETATION.
 - EXISTING TREE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
 - REMOVE AND DISPOSE OF EXISTING BASKETBALL POST AND FOOTING. MAINTAIN CLEAN THROUGHOUT THE PROJECT.
 - REMOVE AND DISPOSE OF EXISTING SIGNAGE.
 - REMOVE AND DISPOSE OF EXISTING STORAGE CONTAINER.
 - REMOVE AND DISPOSE OF EXISTING WALL.
 - REMOVE AND DISPOSE OF EXISTING CONCRETE CURB.
 - REMOVE AND DISPOSE OF EXISTING APPARATUS BANK AND APPARATUS CURB.
 - REMOVE EXISTING BASKETBALL BACK BOARD POSTS AND DISPOSE OF ALL SALVAGEABLE UNDER STRICT DIRECTION.
 - REMOVE AND DISPOSE OF EXISTING LIGHT POLE AND FOOTING.
 - REMOVE AND DISPOSE OF EXISTING CONCRETE WHEEL STOP.
 - REMOVE AND DISPOSE OF EXISTING SIGN AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING POKE THRU.
 - REMOVE AND DISPOSE OF EXISTING WALL AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING SIGN AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING VERTICAL FENCE.
 - REMOVE AND DISPOSE OF EXISTING VERTICAL FENCE.
 - REMOVE AND DISPOSE OF EXISTING LIGHT POLE AND FOOTING.
 - REMOVE AND DISPOSE OF EXISTING BACKSTOP AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING SIGNAGE.
 - REMOVE AND DISPOSE OF EXISTING SIGN.



AGENCY APPROVAL



HMC Architects
 R221538X00
 SHEET: R221538X00
 DATE: 08/14/2018
 ISSUE



PROJECT: 6611 ESTERES DR, SACRAMENTO, CA 95822
 PROJECT: NEW NICHOLAS ELEMENTARY SCHOOL
 SHEET NAME: UTILITY DEMOLITION PLAN
 CONSTRUCTION DOCUMENTS

C1.4

- DEMOLITION GENERAL NOTES
- THE CONTRACTOR SHALL FOLLOW THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.
 - IN THE EVENT THAT ANY UNUSUAL CONDITIONS ARE ENCOUNTERED WHILE DEMOLITION IS IN PROGRESS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE ARCHITECT.
 - ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.
 - ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.
 - ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.
 - ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.
 - ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.
 - ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.
 - ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.

| Legend | | Quantity | Unit |
|-----------------|-------------------------|--------------|-------|
| Utility Demo | Remove gas line | 758.013200 | ft |
| Utility Demo | Remove sanitary sewer | 1,561.826000 | ft |
| Utility Demo | Remove storm drain | 514.034000 | ft |
| Utility Demo | Remove water line | 1,670.997000 | ft |
| Utility Fixture | Remove drainage manhole | 13 | Count |

NOTE: FOR ELECTRICAL DEMOLITION SEE ELECTRICAL PLANS

NOTE: DEMOLITION TO BE RECYCLED BACK TO SPECIFIC MANUFACTURER OR RECYCLING FACILITY. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT, CHAPTER 33, CALIFORNIA LABOR CODE, AND ALL LOCAL ORDINANCES AND REGULATIONS THAT APPLY TO THE CONSTRUCTION AND DEMOLITION OF THIS PROJECT.



MATCH LINE - SEE SHEET C1.5

MATCH LINE - SEE SHEET C1.6

GRAPHIC SCALE
 1" = 10'-0"
 1/4" = 3'-0"
 1/8" = 1'-0"
 1/16" = 6"-0"

AGENCY
APPROVAL:



LJMC Architects
R221536X00

ISSUE



PROJECT
664 STEINER DR.
SACRAMENTO, CA 95813

PROJECT
NEW MICHAEL'S ELEMENTARY SCHOOL

SHEET NAME
UTILITY DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

SHEET NUMBER
SHEET TITLE

C1.6

- DEMOLITION NOTES**
- REMOVE AND DISPOSE OF EXISTING STONE CHIMNEY
 - REMOVE AND DISPOSE OF EXISTING STONE CHIMNEY
 - REMOVE AND DISPOSE OF EXISTING BRICK/PAVEMENT
 - REMOVE AND DISPOSE OF EXISTING STORM DRAIN
 - REMOVE AND DISPOSE OF EXISTING WATER PIPES/CLEANOUT TO
 - REMOVE AND DISPOSE OF EXISTING WATER PIPES/VALVE TO
 - REMOVE METEOR TO BRANK CAP AND MARK END OF
 - PIPE FOR FUTURE CONNECTION
 - REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND
 - APPARATUS CORE
 - REMOVE AND DISPOSE OF EXISTING GAS PIPE, WALK AND BENCH

NOTE: FOR ELECTRICAL DEMOLITION, SEE ELECTRICAL PLANS.

NOTE: CONTRACTOR TO REMOVE EXISTING UTILITY MANHOLE AND DISCONNECT AND APPROVED BY JOB.

| Legend | | | | |
|-----------------|-------------------------|--------------|-------|--|
| Description | Label | Quantity | Unit | |
| Utility Demo | Remove gas line | 688.851100 | ft | |
| Utility Demo | Remove sanitary sewer | 472.819400 | ft | |
| Utility Demo | Remove storm drain | 130.328100 | ft | |
| Utility Demo | Remove water line | 1,016.125000 | ft | |
| Utility Fixture | Remove drainage manhole | 2 | Count | |



PROJECT: 10/17/2017 10:00 AM (LOCAL) PROJECT: 10/17/2017 10:00 AM (LOCAL) PROJECT: 10/17/2017 10:00 AM (LOCAL)



DEMOLITION, INC.

GOING GOING GONE

A Certified Woman Business Enterprise (WBE)

PROPOSAL

April 27, 2023

Proposal #: 23-0096-G

Ms. Jamie Kale
CORE Construction
11601 Blocker Drive, Suite 215
Auburn, CA 95603

Project: SCUSD Nicholas ES Modernization
Sacramento, CA
Scope of Work: Abatement and Demolition
Bid Documents: Plans and Specs
Addenda: Clarification #1, Clarification #2

Dear Ms. Kale,

Thank you for the opportunity to provide our quotation for the above referenced project. We propose to furnish all labor, material, equipment and disposal necessary to perform the abatement and demolition scope of work in accordance with all existing S.C.A.Q.M.D. /E.P.A. /O.S.H.A. rules and regulations.

GGG Demolition, Inc. is currently performing abatement, demolition and soil remediation projects from San Diego to Sacramento, CA. Please visit our website at www.gggdemo.com for a listing of recently completed projects and ongoing work. Some of our ongoing and recently completed projects are as follows:

| | | |
|---|---------------------------------|-------------------------|
| Los Angeles Memorial Coliseum | Abatement and Demolition | \$ 5,500,000.00 |
| Sacramento Community Theater | Abatement and Demolition | \$ 11,300,000.00 |
| Sacramento Community Theater | Abatement and Demolition | \$ 8,350,000.00 |
| Jack Murphy Stadium (Qualcomm) | Abatement and Demolition | \$ 20,000,000.00 |
| Belvedere Middle School | Abatement and Demolition | \$ 8,850,000.00 |
| Universal Studios Hollywood | Abatement and Demolition | \$ 4,000,000.00 |
| LAX SAAP | Abatement and Demolition | \$ 7,500,000.00 |
| LAX United Airlines | Abatement and Demolition | \$ 12,400,000.00 |
| LAX Southwest Airlines T1&T1.5 | Abatement and Demolition | \$ 26,700,000.00 |

SCOPE OF WORK

GGG Demolition, Inc. will provide all labor, material and equipment to perform the following scope of work based on Drawings by HMC Architects dated 03.20.2023, Hazardous Materials Survey by Entek Consulting Group Inc dated 04.18.2023, as-builts provided in clarification#1; and current site conditions:

ABATEMENT

ASBESTOS

Demo Wing B - Admin + Multipurpose (12,860 SF)

| | | |
|--|--------|----|
| Floor Tile and Mastic | 2,150 | SF |
| Location - Admin area, Center Hallway, Teacher's lounge | | |
| Floor Tile and Mastic beneath carpet | 12,400 | SF |
| Location - Classroom # K1, K2 and MPR kitchen | | |
| Carpet Mastic | 1,000 | SF |
| Location - Admin area floor | | |
| Vinyl sheet flooring | 100 | SF |
| Location - Kitchen floor | | |
| Sprayed acoustical ceiling material | 1,000 | SF |
| Location : Multipurpose room stage ceiling | | |
| Drywall and JC - drywall : ND; JC : 2%; Composite <1 % 400-point count | 6,000 | SF |
| Location : Throughout | | |
| Window glazing putty - Composite <1 % 400-point count | 200 | SF |
| Location : Throughout exterior at windows | | |

Demo Wing A - Classroom Building (5,870 SF)

| | | |
|---|-------|----|
| Floor Tile and Mastic beneath carpet | 3,600 | SF |
| Location - Classroom #5, #6 | | |
| Floor Tile and Mastic - floor tile < 1%; mastic 5% | 5,400 | SF |
| Location - Classroom #3, #4, #7 | | |
| Window glazing putty - Composite <1 % 400-point count | 200 | SF |
| Location : Throughout exterior at windows | | |

Classroom Building (8,720 SF)

| | | |
|---|-------|----|
| Floor Tile and Mastic | 7,200 | SF |
| Location - Classroom #9, #12, #11 | | |
| Window glazing putty - Composite <1 % 400-point count | 200 | SF |
| Location : Throughout exterior at windows | | |

LEAD

| | | |
|--|---|----|
| Paint Stabilization and characterization at portables and main buildings | 4 | EA |
|--|---|----|

UNIVERSAL WASTE

| | | |
|-------------------------------|--------|----|
| Light tubes, ballasts, freons | 45,550 | EA |
|-------------------------------|--------|----|

STRUCTURE DEMOLITION

Demo Wing B - Admin + Multipurpose (12,860 SF)

| | | |
|---------------|--------|----|
| Roof Tear-off | 12,860 | SF |
| Building Demo | 12,860 | SF |
| Demo SOG | 12,860 | SF |
| Demo Footings | 2,205 | SF |

Demo Wing A - Classroom Building (5,870 SF)

| | | |
|---------------|-------|----|
| Roof Tear-off | 5,870 | SF |
| Building Demo | 5,870 | SF |
| Demo SOG | 5,870 | SF |
| Demo Footings | 1,275 | SF |

Classroom Building (8,720 SF)

| | | |
|---------------|-------|----|
| Roof Tear-off | 8,720 | SF |
| Building Demo | 8,720 | SF |
| Demo SOG | 8,720 | SF |
| Demo Footings | 1,920 | SF |

Portable Buildings

| | | |
|------------------------|--------|----|
| Demo Portable Building | 18,100 | SF |
|------------------------|--------|----|

SITE DEMOLITION

| | | |
|---|--------|----|
| Demo AC paving - assume 4" - pricing below | 90,430 | SF |
| Demo CMB base - assume 3" - pricing below | 90,430 | SF |
| Demo concrete walkways, ramps, stairs | 25,597 | SF |
| Demo trees | 58 | EA |
| Demo and dispose storage container | 1 | EA |
| Demo chain link fence, gates and footings - 6-8ft tall | 1,970 | LF |
| Demo and dispose concrete benches and picnic tables | 6 | EA |
| Demo and remove basketball and volleyball post and footings | 6 | EA |
| Demo curb | 1,120 | LF |
| Demo playground equipment | 2 | EA |
| Demo shed structures | 1 | EA |
| Demo and dispose concrete wheel stops | 5 | EA |
| Demo and remove light poles | 2 | EA |
| Demo signs in parking area | 3 | EA |
| Demo and dispose backstops | 1 | EA |

Utility Demolition

| | | |
|-----------------------------|-------|----|
| Gas Line | 1,447 | LF |
| Sanitary Sewer | 2,034 | LF |
| Storm Drain Line | 1,189 | LF |
| Water Line | 2,932 | LF |
| Demo manholes and cleanouts | 19 | EA |

MISCELLANEOUS

| | | |
|---------------------------------------|-----|------|
| Mobilization | 1 | EA |
| Per Diem - 10 guys for 3 months | 600 | MD |
| Cut and Cap | 25 | MD |
| trench protection for utility chasing | 1 | LS |
| Protect Trees | 15 | EA |
| potholing | 3 | days |
| Temp power | 90 | days |
| Temp water | 90 | days |
| GPR for utility location | 2 | days |
| AQMD Notification Fee - Asbestos | 1 | LS |
| AQMD Notification Fee - Demolition | 1 | LS |

PRICING and TERMS

- **Base Bid – \$ 1,294,500.00**
- **Schedule is 07.11.2023 – 11.13.2023 per preliminary schedule provided at bid time.**
- **Due to absence of Geotech report, GGG assumes all asphalt 4" thick with 3" thick base.**
- **Protection for trees to remain included per landscape plan.**
- **Relocation and salvage work inside buildings to be completed prior to GGG's mobilization.**
- **Temp power and water for own work included.**
- **Proposal price is based on 1 mobilization.**
- **Payment is Net 30.**
- **GGG is a Woman Owned Business.**

CONDITIONS

1. No work related to soft or structural demolition shall begin UNTIL all utilities have been cut, capped and air gapped to clearly identify that work can safely proceed. 48 hours prior to scheduled work we will confirm that these conditions are met and if work is completed to the approval of our Project Manager we will schedule our crew to begin work.
2. No work related to abatement shall begin UNTIL utilities are isolated or terminated to the approval of our Project Manager. Power distribution for our equipment will be addressed to clearly identify

that work can safely proceed. 48 hours prior to scheduled work we will confirm that these conditions are met and if work is completed we will schedule our crew to begin work.

3. A "Right To Demo" document shall be issued to us that clearly identifies that all utilities have been terminated or isolated. If needed a sample of this document can be provided to you.
4. The owner/GC must provide all water and power within close proximity of our work.
5. The quoted price reflects that all work will be done between normal working hours.
6. This proposal is based on one (1) mobilization. Additional mobilizations are \$15,000.00 each.
7. Price is contingent upon completion of our work in the most efficient manner for our crews and does not include beneficial occupancy or stacking of other trades within our work areas, nor alternating, staggering or rotating work schedules.
8. Price is also contingent on having a logistical plan that is conducive to productive load out of materials to bins and/or trucks and the use of equipment if applicable to perform our work.
9. This proposal will be part of our contract and is based on the award of all work.
10. If this project is going to use Textura for payments, there will be an added fee of 0.22% of the contract value (22 basis points) or a maximum fee of \$3,750.00. For example, the added fee for a \$1,000,000.00 contract would be \$2,200.00. A maximum fee of \$3,750.00 would apply to any contract equal to or greater than \$1,704,545.00.
11. GGG Demolition, Inc.'s Experience Modification Rate is .71%.
12. GGG Demolition, Inc. is insured with Starr for up to \$5,000,000.00.
13. Retention not to exceed 5% and to be released at the completion of our scope of work.
14. All salvage belongs to GGG Demolition, Inc. unless noted otherwise on plans or specs.
15. Concrete pavement is figured at up to 5" thick with a single mat of rebar, 12"x12" O.C. or per as-builts.
16. Building footings are figured per as-builts.

EXCLUSIONS

Excluded items must be provided by others, if required, to ensure the timely completion of our work.

1. Utility (M/E/P/S) locating, marking, isolation, disconnect, cutting, capping and/or air gapping prior to abatement and/or demolition work beginning. See conditions 1, 2 and 3 above.
2. Hazardous material removal other than what is listed in this proposal.
3. Third Party monitoring for hazardous material work.
4. Clearance sampling for hazardous material work.
5. Permits and fees other than SCAQMD.
6. Any additional applications of chemical lead-based paint removal product or similar beyond the first application. If additional applications are required, they will need to be handled on a T&M basis.
7. SCAQMD Rule 1466 requirements with the exception of adequate wetting and fugitive dust control training.
8. Unforeseen conditions.
9. Marking and/or layout (i.e., saw cut lines).
10. Survey of underground utilities prior to demolition (i.e., ground penetrating radar).
11. Survey of concrete walls prior to demolition (i.e., x-ray).
12. Surface preparation for new finishes.
13. Removal of furnishings, equipment and/or debris necessary to access our work.

14. Support or protection of existing utilities prior to or during demolition.
15. Removal of Petromat if discovered under asphalt paving.
16. Removal of Underground Storage Tanks (USTs) or underground vaults, septic tanks or cesspools.
17. Installation or adjustment of fencing/protection/barricades/railings/pedestrian canopies.
18. Patch and repair of anything unless damaged by GGG.
19. Salvaging of any items and/or equipment.
20. B-Permit work including traffic control and/or encroachment permits for offsite demolition.
21. Dewatering.
22. Trenching for other trades.
23. Earthwork, import, backfill and/or re-compaction.
24. Chasing and removal of roots extending outside of root ball.
25. Installation and/or maintenance of SWPPP.
26. Protection against inclement weather.
27. Coring and drilling.
28. Security or guards.
29. Construction signs.
30. Parking Fees.

Please do not hesitate to contact me with any questions or concerns at 714-699-9350.

Respectfully submitted,

Rohan Desai

GGG Demolition, Inc.

State Contractors Lic. #988669 A, B, C21, C22, ASB, HAZ Exp. 11-30-23

DOSH Registration No. 1100

DIR Registration No. 1000000629, Exp. 6-30-23

WBENC Certification # WOSB171762 Exp. 8-31-23



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Abatement

SUBCONTRACTOR

Subcontractor's Firm Name: PARC Specialty Contractors

Address: 1400 Vinci Ave. Sacramento CA 95838
Mailing Address City State Zip

Physical Address (if Different) City State Zip

Telephone: 916-992-5405 Fax: 916-992-6177

Contact Name: Kyle Williams Email: kwilliams@parespecialty.com

State Contractor's Board No. 732375 Class Type: B, C21, C22, C39, HAZ

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$ 285,000
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Two hundred eighty-five thousand Dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.75% P&P Bond Value: \$ 4,987

Words: Four thousand nine hundred eighty seven Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

| ADDENDA | | CLARIFICATIONS | |
|-----------|-------------|----------------|----------------------|
| No. _____ | Date: _____ | No. <u>1</u> | Date: <u>4-11-23</u> |
| No. _____ | Date: _____ | No. <u>2</u> | Date: <u>4-24-23</u> |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: C & H Veteran ENT Scope of Work: waste Hauler CSCB No.: N/A

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

4 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 04/027/2023 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: PARC Specialty Contractors

By: (Signature): 

(Typed Name): Jason Martina

As Its: (Position/Title): CEO

* Provide Letter of Authorization If the person signing is not an officer of the company *

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



QUOTE

4535 Missouri Flat Rd., Ste. 2C
Placerville, CA 95667

chadb@bandblocating.com

License# 997434

(916) 799-8904

Job Name: Core Const. / Nicholas ES

Contact: Jamie Kale

Date: 03.02.23

| Scope of Work | Equipment Required | Hours | Rate | Total |
|--|---|-------|-----------|----------|
| B&B Locating, Inc. will locate, mark and map existing utilities in area outlined by Jamie Kale. The area consists of approx. 10 acres at Nicholas Elementary School in Sacramento, CA. Deliverable will be a CAD file and PDF of all findings. All marking will be in pink paint, pin flags and wood stakes where necessary. | Ground Penetrating Radar, Vivax Metrotech, Radio Detection, Magnetic Locator, Rodder and Sonde. | 80 | \$225/hr. | \$18,000 |
| | Mapping: Field/Office Trimble Robotic Total Station, Auto CAD | 48 | \$175/hr. | \$8,400 |
| Lump Sum | | | | \$26,400 |

Disclaimer: B&B Locating, Inc. makes no, and hereby expressly disclaims all, warranties, expressed or implied, with respect to the nature, quantity or quality of the services to be performed hereunder, except to the extent of its gross negligence or willful misconduct. B&B Locating, Inc. shall not be liable to the customer for any damages as a result of its performance or failure to perform the services. . B&B Locating, Inc. is not responsible for any loss or damage caused, arising out of the use of, or reliance on the data collected or the report generated.

PROPOSAL

Core Construction



WHAT IS UNDERNEATH MATTERS.

UTILITY LOCATING ■ LEAK DETECTION ■ VIDEO PIPE INSPECTION ■ CONCRETE IMAGING



GPRS is the nation's premier company specializing in the detection of underground utilities and underground storage tanks, video pipe inspection, leak detection and the imaging of concrete structures. Our services enable your projects to stay safe, on time and on budget.



SIM-CERTIFIED FIELD STAFF

Our SIM-Certified Project Managers are equipped with the latest technology, industry leading training and a methodology that has produced over 99.8% accuracy on over 300,000 projects. Visit SIMSPEC.ORG today for details.



NATIONWIDE FOOTPRINT

GPRS is the largest company of our kind. With highly trained Project Managers across America we can provide rapid response to your job site — wherever it may be located.



CONSULTATIVE APPROACH

GPRS Project Managers are trained to help you remove barriers that could impact your project being safe, on time and on budget. They provide industry-leading deliverables such as CAD, 3D drawings, NASSCO reports, and a .KMZ and .PDF map is included with every utility locating project which accelerates planning, organizes operations and increases communication.

IN PURSUIT OF **100%** SUBSURFACE DAMAGE PREVENTION™



March 6, 2023

Client: Core Construction

Attn: Jamie Kale

jamiekale@coreconstruction.com, 323.369.9940

Project: Nicholas ES, 6601 Steiner Dr, Sacramento CA 95823

Submitted By:

Chris Sanford

213.278.4304

chris.sanford@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact me if you have any questions, or if you need additional information. Visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

SCOPE OF WORK

We understand the scope to be to search for underground utilities in the area shaded in the map below. We will attempt to trace any utilities for which there are structures visible from the work area. Utilities will be marked on the surface using paint, flags, or other appropriate means. The client will be responsible to provide drawings or notify GPRS of any utilities known to be entering the work area for which there are no apparent surface features or structures that are visible from the work area. The areas should be laid out, marked, and cleared of obstructions prior to our arrival in order to avoid additional charges.

EQUIPMENT

- **Underground Scanning GPR Antenna.** The antenna frequencies range from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the signals from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting signal can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other utilities, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Traceable Rodder.** The rodder has a copper wire encased in fiberglass. The line is pushed through accessible pipes before placing a current on the wire and the signal is then traced from the surface. The maximum traceable depth is 10' depending on the soil conditions and the maximum distance is 200'. The line can be pushed through a pipe with direct access such as a sewer line at a cleanout or a storm drain catch basin. It may not be able to be pushed through deeper pipes within manholes. Electrical conduits will not be accessed by GPRS. The signal cannot be located through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld GPS unit offers accuracy down to 4 inches, however, the accuracy achieved will depend on the satellite environment at the time of collection and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)
- **Magnetometer.** The magnetometer detects the magnetic field of a ferromagnetic object. It responds to the difference in the magnetic field between two sensors. It is interpreted in the field by listening to changes in frequency as emitted by a speaker on the device. Larger metallic objects can be located at depths of up to 10' or more but total depths will depend on the size, type, shape, and orientation of objects along with the amount of interference from other objects. For more information, please visit: [Link](#)



MAP OF SCAN AREA



PROJECT COSTS

| SERVICE | DESCRIPTION | PRICE |
|---|--|---------------------|
| SCANNING/FIELD MARKINGS | Described on Page 1, Prevailing Wage | \$11,500 |
| MOBILIZATION | Local market | Included |
| JOB SUMMARY | PDF document with brief description of equipment used, findings, limitations, site photos sent at conclusion of every job. | Included |
| GPS MAP | Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: Link | Included |
| TOTAL | | *\$11,500 |
| OPTIONAL SERVICES (INITIAL IF DESIRED) | | |
| CAD DRAWING | Findings will be drafted in CAD with an aerial image background. A linework version will also be provided if the client provides an existing drawing. Results are not survey-grade accuracy. See example: Link | Initial ___ \$1,400 |

- * This price assumes that we will be given access to perform the work during normal, weekday business hours (7am-5pm). Hours outside of these times are typically billed at time and a half.
- * As-builts and any other applicable drawings should be made available to GPRS prior to the project if possible.
- * A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

PROPOSAL-SPECIFIC TERMS & CONDITIONS

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
4. If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
5. If this proposal is not accepted within 90 days of the date shown on Page 1 then the pricing may be subject to review.
6. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.

ACCEPTED AND AGREED:

Billing Company Name: CORE Construction

Billing Address: 7150 Cascade Valley Ct, Las Vegas, NV 89128

Company Phone/Email: mattwade@coreconstruction.com PO#: _____ Job#: 22-10-029

Print Name: Matt Wade Signature  Date: 3/9/2023



QUOTE

Safe Site Utility Services LLC

| | | | |
|-----------------|---|-----------------|-----------|
| Company Address | 7623 N 73rd Dr Glendale, Arizona 85303 | Created Date | 3/6/2023 |
| Phone | (602) 606-8882 | Quote Number | 00001987 |
| Email: | Bids@safesitellc.com | Opportunity | OP23-0642 |
| Licenses: | AZ: ROC 211956 / NV: NSC 0078575 | Expiration Date | 6/4/2023 |

Customer Information

| | | | |
|------------------|--|-----------------|---|
| Opportunity Name | Nicholas Elementary School | Phone | 323-369-9940 |
| Contact Name | Jamie Kale | Email | jamiekale@coreconstruction.com |
| Account Name | CORE West Inc fka CORE Construction Services of Nevada Inc | Billing Address | 7150 Cascade Valley Court Las Vegas, NV 89128-0455 |

Work Site Info

Site Address 6601 Steiner Drive Sacramento, CA 95823

Scope of Work

Description Designate & Map site utilities within the area depicted on the map provided. Utility locations will be captured using GPS data collectors and a 2D CAD and PDF map will be provided.

| Product | Line Item Description | Sales Price | Quantity | Total Price |
|---|--|-------------|----------|-------------|
| Utility Locating | Utility Designating | \$11,625.00 | 1.00 | \$11,625.00 |
| Utility Mapping | Utility Mapping: GPS Data Collection & CAD Deliverable | \$3,255.00 | 1.00 | \$3,255.00 |
| Lump Sum Mobilization & Travel Per Diem | Roundtrip Mobilization & Per Night Per Diem | \$4,990.00 | 1.00 | \$4,990.00 |

Totals

Total Price \$19,870.00

Payment Terms (Established Customers) - Net 30 Days - Any unpaid balance remaining beyond due date will be subject to interest at an annual rate of 18% (1.5% per month).

New Customer Policy - Full payment will be required upon completion of the services via credit card that has been pre-authorized. If charges for services are anticipated to be in excess of \$1000, we will require a 35% retainer to be paid prior to commencement of services. Retainer payment can be made via check, ACH or credit card. If by credit card a 3% processing fee will be added.

DISCLAIMER: Safe Site will exercise its due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of above ground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conductive to GPR scans, Safe Site cannot guarantee that all utilities will be found. Please observe a buffer zone equal to 2 feet either side of our markings. Markings are only good for a period of 14 days. Please call us for remarking should your job extend beyond that time frame.

The Proposal/Quote is hereby accepted according to the Scope of Work, Fees and Terms and Conditions contained herein. Safe Site Utility Services, LLC is authorized to proceed with the work described and invoice Client upon completion.

Signature

Date

Printed Name



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #104

SUBCONTRACTOR

Subcontractor's Firm Name: Sac Valley Electric, Inc.

Address: 24 Blue Sky Court Suite A Sacramento Ca 95828
Mailing Address City State Zip

Physical Address (If Different) Direct City State Zip

Telephone: 916 922-1139 916 231-0734 Fax: 916 922-1312

Contact Name: Kevin Lively Email: k.lively@sacvalleyelectric.com

State Contractor's Board No. 848435 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$ 79,050⁰⁰
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Seventy nine thousand eight hundred fifty dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.25% P&P Bond Value: \$ 988⁻

Words: Nine hundred eighty eight dollars and 00/100

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-------------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/2023</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/24/2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

| | | |
|-----------------|----------------------|-----------------|
| Name: <u>NA</u> | Scope of Work: _____ | CSCB No.: _____ |
| Name: _____ | Scope of Work: _____ | CSCB No.: _____ |
| Name: _____ | Scope of Work: _____ | CSCB No.: _____ |
| Name: _____ | Scope of Work: _____ | CSCB No.: _____ |



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 -

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: NA



ALTERNATE #02 -

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 -

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 -

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 26th, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: SAC VALLEY ELECTRIC, INC.

By: (Signature): [Signature]

(Typed Name): BROD KIRK

As Its: (Position/Title): PRESIDENT

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

Kurt Parriott

From: Keven Lively <k.lively@sacvalleyelectric.com>
Sent: Wednesday, May 10, 2023 2:20 PM
To: Jamie Kale
Subject: RE: Nicholas Descope Homework

| | |
|---|---------------------|
| R & R Panel PC | \$33,337.00 |
| R & R Panel PE | \$24,412.00 |
| Hookup 6 Trailers 100A Cirt | \$22,979.00 |
| Load Demo Feeders On to District Truck | \$ 3,887.00 |
| TOTAL | \$ 84,615.00 |

Keven Lively
Estimator



Sac Valley Electric, Inc.

Mailing Address: 24 Blue Sky Court, Suite A, Sacramento, CA, 95828
Office: 916-922-1139 Direct: 916-231-0734 Fax: 916-922-1312

From: Jamie Kale <jamiokale@coreconstruction.com>
Sent: Friday, May 05, 2023 2:49 PM
To: Keven Lively <k.lively@sacvalleyelectric.com>
Cc: Kurt Parriott <kurtparriott@coreconstruction.com>; Nicholas Maurer <nicholasmaurer@coreconstruction.com>; Chase Forester <chaseforester@coreconstruction.com>; Paul Salisbury <paulsalisbury@coreconstruction.com>
Subject: Nicholas Descope Homework

Hey Keven,

Thank you for your patience. Attached is your homework for the Nicholas descope. Please provide a response by Tuesday 5/9.

Have a great weekend!

Jamie Kale
Assistant Preconstruction Manager

CORE Construction | West

P: 702-794-0550 | C: 323-369-9940 | W: https://protect-us.mimecast.com/s/_JxICOYLz1H0jxEMSEYDQY?domain=coreconstruction.com
E: jamiekale@coreconstruction.com



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #104

SUBCONTRACTOR

Subcontractor's Firm Name: Collins Electrical Company, Inc.

Address: 1902 Channel Dr. West Sacramento CA 95691
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916-567-1100 Fax: 916-567-1292

Contact Name: Jarred Rumley Email: jrumley@collinselectric.com

State Contractor's Board No. 115427 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$106,490.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One hundred six thousand four hundred ninety dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: N/A P&P Bond Value: _____

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

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ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-------------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/2023</u> |
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| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

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Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27/2023, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: _____

By: (Signature): _____

(Typed Name): Marc Muzzo

As Its: (Position/Title): Branch Manager

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

PROPOSAL

April 27, 2023

Attention: Estimating
Project: 23SPL141 - SCUSD NICHOLAS ES BP#1
Bid Date: 4/27/2023

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above-referenced project. We acknowledge the following bid documents:

- Drawings E1.01 through E11.10 dated 3/13/2023, on file in our office.
- Specification Sections: 260000
- Addenda #: 1-2

BASE BID

\$ 106,490.00

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The distribution equipment that we have included in this bid has a lead time of 12-16 weeks. For this reason, the distribution equipment must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECI's control.

Please note the following inclusions, exclusions and clarifications as qualifications to this proposal.

Base Bid Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical Demo, Safe off & Temporary power per the bid documents acknowledged above.



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- Temporary power will be provided by reusing Panel “PD”. A 400A feeder from this panel to a new 400A 208V Temp. Panel at the construction office trailer area. Please note the PLA and Union Agreements require conduit to be installed by Union Electricians.
- The new Temp. power panel will feed (7) 60A 2P job site trailers.
- CECI included (7) 60A feeders to these trailers. This includes pipe, wire & trailer Hook ups. Trenching by others.

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Panels, Disconnects, branch wiring & lighting for the (7) job site trailers.
- Fire alarm system.
- Fire watch.
- Data & Phone system.
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.
- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files; Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. See language above regarding long lead times and price volatility.



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- This proposal is based upon use of industry standard, code compliant materials and methods.
- This proposal does not address any Title 24 requirements that are not specifically shown on the plans.
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- **FORCE MAJEURE:** for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co. Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.
- **ESCALATION CAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).

Should you have any questions or if we may be of further assistance, please do not hesitate to call (916)567-1100.

Sincerely,

Jarred Rumley

Jarred Rumley
Corporate Estimator
Collins Electrical Co., Inc.
jrumley@collinselectric.com



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BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: N/A P&P Bond Value: _____

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-------------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/2023</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/24/2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27/2023, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: _____

By: (Signature): _____ 

(Typed Name): Kevin E. Gini

As Its: (Position/Title): Co-CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

PROPOSAL

May 10, 2023

Attention: Estimating
Project: 23SPL141 - SCUSD NICHOLAS ES BP#1 R1
Bid Date: 5/10/2023

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above-referenced project. We acknowledge the following bid documents:

- Drawings E1.01 through E11.10 dated 3/13/2023, on file in our office.
- Specification Sections: 260000
- Addenda #: 1-2

| | |
|--|----------------------|
| BASE BID | \$ 106,490.00 |
| Add Alt.#1 Move Panels PB & PC | \$ 54,144.00 |
| Add Alt.#2 Telecom to Job Site Trailers | \$ 55,021.00 |
| Add Alt.#3 Trenching & Back Fill | \$ 57,351.00 |
| Add Alt.#4 Demo Feeders | \$ 23,888.00 |

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The distribution equipment that we have included in this bid has a lead time of 12-16 weeks. For this reason, the distribution equipment must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECI's control.



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Please note the following inclusions, exclusions and clarifications as qualifications to this proposal.

Base Bid & Alternate Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical Demo, Safe off & Temporary power per the bid documents acknowledged above.
- Base Bid - Temporary power will be provided by reusing Panel "PD". A 400A feeder from this panel to a new 400A 208V Temp. Panel at the construction office trailer area. Please note the PLA and Union Agreements require conduit to be installed by Union Electricians.
- Base Bid - The new Temp. power panel will feed (7) 50A 2P job site trailers.
- Base Bid - CECI included (7) 50A Hook Ups to these trailers.
- Alt.#1 - As-built Drawings E2.3 & E2.4 Dated 4/3/03. Move panel "PC" 225A 208V to new location. Provide a new 225A feeder from MSB to new location. Move panel "PB" 400A 208V to new location. Provide a new 400A feeder from MSB to new location. Trenching (No Saw cutting, Asphalt, Concrete, or spoils removal included) for these new feeders is part of Alt.#3 price.
- Alt.#2 - Telecom to job site trailers. POC has not been determined or provided. CECI is assuming we can splice into existing fiber at existing Christy box near Panel "PD". CECI has provided 2" PVC with fiber to temporary IDF Cabinet located at Core Constructions job site trailer. CECI has also included (12) CAT6 Cables with (6) Phone/Data Jacks to (7) trailers (84 total cables). No additional Patch Cords, WAPS, UPS etc. provided. Trenching (No Saw cutting, Asphalt, Concrete, or spoils removal included) is part of Alt.#3 price.
- Alt. #3 - CECI has included Trenching from Panel "PD" to Job Site Trailer area. This trench will also contain the 2" Data conduit & Trailer conduits. CECI has included trenching from MSB to relocated Panels "PB" & "PC". CECI assumes this trenching will be done after site demolition. No Saw Cutting, Asphalt or Concrete removal included. No spoils removal included.
- Alt.#4 – CECI has provided the labor for removal of site feeders to be turned over to the school district for disposal.

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Panels, Disconnects, branch wiring & lighting for the (7) job site trailers.
- Patch Cords, WAPS, UPS & Phones etc. for Alt.#2.
- Fire alarm system.
- Fire watch.
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.



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- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files: Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. See language above regarding long lead times and price volatility.
- This proposal is based upon use of industry standard, code compliant materials and methods.
- This proposal does not address any Title 24 requirements that are not specifically shown on the plans.
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- **FORCE MAJEURE:** for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co. Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.
- **ESCALATION CAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).



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Should you have any questions or if we may be of further assistance, please do not hesitate to call (916)567-1100.

Sincerely,

Jarred Rumley

Jarred Rumley
Corporate Estimator
Collins Electrical Co., Inc.
jrumley@collinselectric.com



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SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK 104 Misc Electrical

SUBCONTRACTOR

Subcontractor's Firm Name: Hangtown Electric, Inc.

Address: 11423 Sunrise Gold Circle, Suite 10 Rancho Cordova CA 95742
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916.859.0500 Fax: 916.859.0555

Contact Name: Brian Shiles Email: bshiles@hangtownelectric.com

State Contractor's Board No. 849839 Class Type: C-10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$121,220.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One Hundred Twenty One Thousand Two Hundred And Twenty Dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2.32% P&P Bond Value: \$2,820.00

Words: Two Thousand Eight Hundred And Twenty Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|--|
| No. _____ Date: _____ | No. <u>One</u> Date: <u>April 11, 2023</u> |
| No. _____ Date: _____ | No. <u>Two</u> Date: <u>April 24, 2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

| | | |
|-------------|----------------------|-----------------|
| Name: _____ | Scope of Work: _____ | CSCB No.: _____ |
| Name: _____ | Scope of Work: _____ | CSCB No.: _____ |
| Name: _____ | Scope of Work: _____ | CSCB No.: _____ |
| Name: _____ | Scope of Work: _____ | CSCB No.: _____ |



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: Hangtown Electric, Inc.

By: (Signature): _____

(Typed Name): Brian Shiles

As Its: (Position/Title): Chief Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM



To Whom It May Concern

Brian Shiles is an employee for Hangtown Electric, Inc. Brian has authority to submit proposals and sign on behalf of the company.

Thank you.

Johnnie R Smith
Vice President
Hangtown Electric, Inc.

Hangtown Electric Inc.
Office (916) 859-0500 Fax (916) 859-0555
PO Box 630 Shingle Springs, CA 95682
11423 Sunrise Gold Circle, Suite 10, Rancho Cordova, CA 95742
C-10 License 849839

SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY



CERTIFICATION EXPIRATION DATE: February 25, 2025

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Hangtown Electric Inc DBA Mr. Electric Of Rancho Cordova
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 10080252

DETERMINATION DATE: February 25, 2022



SCHETTER ELECTRIC, LLC
Contracting and Engineering

April 27, 2023

CORE Construction
11641 Blocker Dr. #200
Auburn, CA. 95603

Attention: **Jamie Kale**

Reference: **SCUSD Nicholas Elementary Modernization Proposal Package #104 – Misc. Electrical**
Electrical Drawings Dated: 3/13/2023 and 3/14/2023
Specifications Dated: 3/31/2023
Addenda: Clarification 01 and Clarification 02
S.E.L.L.C Estimate #23-0580

Jamie,

We are pleased to offer our proposal to furnish and install the complete electrical work in accordance with the contract documents, and the accompanying electrical plans. It is a specific condition of this proposal that this letter be attached to and become a part of the subcontract. Our proposal is based on the following:

Base Bid R1: **\$198,360.00**

Alternate Add #001: Builders Risk Claim / General Liability Claim **Add \$20,000.00**

1. Our current insurance policies and limits comply with the insurance requirements for this project. Per the insurance agency no additional cost can or will be purchased.
2. This covers potential Core Construction deductibles that can be assessed of up to \$25,000.00.

Bid Package 01

Base Bid – Site Demolition:

1. Includes safe off of electrical system per E1.01 and E11.10
 - SELLC will leave the building(s) energized during hazardous material remediation.
 - After the building(s) hazardous material remediation is complete SELLC will lock out in the open position all main circuit breakers for building demolition.
 - SELLC will assist Core Construction in protecting panel PD for construction power per sheet E1.01 Keyed Note 1.
 - SELLC will assist Core Construction in protecting the existing transformer per sheet E1.01 Keyed Note 2.
 - SELLC will remove all branch conductors and cut back conduit to within 5' of pad per sheet E1.01 Keyed Note 3.
 - SELLC will coordinate and assist with the removal of wire back to pole per sheet E1.01 Keyed Note 4.
 - SELLC will remove all feeder conductors per sheet E11.10.
2. Includes disconnect and make – safe “Conductor Air Gap” or feeder conductor removal for electrical panels scheduled to be demolished by the Selective Demolition and Hazardous Material Remediation Subcontractor.
3. Exclude replacing, bringing to new grade, and new cover for existing site electrical utility pull boxes.

Base Bid – Site Temporary Power:

1. Includes direct burial AL cable from existing panel PD out to the office trailer and temp yard as seen of the logistics plan.
 - SELLC has provided 100A 2P direct burial AL cable for a total of (5) future trailer connections and (1) general contractor trailer connection. Please note that the existing panel PD is called out as being 400A, when the time comes for future construction trailers to be terminated and brought online have the installing electrical contractor review the ampacity loads and confirm that this will not overload the panel PD.



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Contracting and Engineering

- SELLC will provide a NEMA 3R pull can where these cables will be made safe for the future extension to construction trailers.
 - SELLC will provide (1) general contractor construction trailer connection. This trailer to be located within 50' of the pull box provided by SELLC for temporary power trailer connections.
2. Includes intercepting a 400A conduit(s) at the existing main switchboard for extension of direct burial AL cable out to the mass grading construction boundary. SELLC to set a UG pull box to splice this direct burial AL cable for a 200A panel board skid (No Transformer) at the location shown on the attached PDF for temporary power. SELLC will also extend this direct burial AL cable out to a second 200A panel board skid (No Transformer) at the location shown on the attached PDF for temporary power.
 3. Upon completion of phase 01 SELLC will turn over the temporary power system to the general contractor. General Contractor will take full responsibility for this system at this time.
 4. Includes excavation and native backfill for electrical underground as required for a code compliant installation.
 - Exclude rock excavation.
 - Exclude dust control.
 - Exclude water truck.
 - Exclude screening of onsite material.
 - Exclude de-watering.
 - Exclude traffic and pedestrian control.
 - Exclude joint trench and road crossings.
 - Exclude excavation of lime treated material. If the site is to be lime treated SELLC must be allowed reasonable time to excavate for temporary power UG infrastructure.
 5. Exclude site temporary lighting.
 6. Exclude power for irrigation controller to ensure that the existing trees to be irrigated during construction period. SELLC assumes that hand watering by others will be the means to provide this as required.
 7. CLARIFICATION: SELLC is providing direct burial AL cables for all the temporary power. The cables will need to be abandoned in place by the electrical contractor once the project is ready for this to take place.
 8. CLARIFICATION: SELLC is utilizing the existing switchboard for temporary power and not providing a 400A 480V 3-phase electrical service per SMUD temporary construction power requirements fed from existing Nicholas ES SMUD power transformer.

Base Bid Commissioning and Testing:

1. N/A

Clarifications

1. Our standard "Terms and Conditions" is part of this proposal.
2. This proposal is based on the design criteria shown on the electrical drawings only and does not include any allowances for systems, equipment, hardware, errors, or omissions which are not shown, or could be required in excess of normal industry standards.
3. Any electrical scope of work change caused by substitutions, changes caused by other trades, or review of authorities having jurisdiction are not included in this proposal.
4. This proposal is based on a normal 40-hour work week (straight time only). All overtime and/or premium time wages are excluded.



SCHETTER ELECTRIC, LLC
Contracting and Engineering

5. Due to the current market volatility and limited availability of some materials this proposal may require adjustment. No allowances are included for material escalations beyond the cost effect at the time of this quotation.
6. Exclude all concrete and patch back as required for installation of electrical infrastructure including but not limited to, formed, and finished concrete equipment pads.
7. Exclude engineering and design.
8. Exclude permits and fees.
9. Exclude trash removal and haul off, dumpsters and dump fees.
10. Exclude utility company charges and fees. Power, water, and communications consumption charges are not included.
11. Exclude blocking, backing, framing, and fire rated enclosures for electrical items.
12. Exclude painting of exposed electrical work.
13. Exclude sawcut, breakout, removal, and patch back.
14. Exclude offsite storage or material.
15. Exclude dewatering or any other remedial soil amendments necessitated by excavation in wet conditions.
16. Exclude offsite street cleaning.
17. Exclude compaction and testing over 90%.
18. Exclude seismic bracing system.
19. Exclude low voltage systems, Fire Alarm, EMS, CCTV, Burglar, Audio Visual, Telecom, and HVAC controls unless specifically noted in our inclusions.
20. Exclude landscaping removal and repair.
21. Exclude liquidated damages.
22. This proposal is based on today's cost of material and labor and is firm for acceptance for (30) thirty days and may be subject to a cost increase after that date. We will continually monitor the availability of labor, materials, equipment, and other items that may be impacted by COVID-19 and impacts from decisions by local authorities to suspend or reduce services that support our projects. We reserve the right to revise our proposal due to unforeseen economic changes.
23. Schetter Electric shall not be responsible for any failure to perform, or delay in performance of its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.



SCHETTER ELECTRIC, LLC
Contracting and Engineering

24. Schetter Electric shall not be responsible for delays in manufacturing or shipping due to lack of parts or labor in today's supply chain crisis. We cannot guarantee shipping dates relayed to us from our vendors. Products are in short supply due to either unexpected levels of demand in the wake of COVID-19 or exogenous events ranging from unseasonal weather to congestion in global trade channels. Schetter Electric will do what is reasonably necessary, within our power, to have products arrive in a timely manner.

This proposal is firm for (30) days and may be subject to a cost increase after that date. We appreciate the opportunity of offering this proposal for your consideration. If you have any questions or concerns, please contact us at your convenience. We are looking forward to working with you on this project.

Sincerely,

Lance Rodrigues

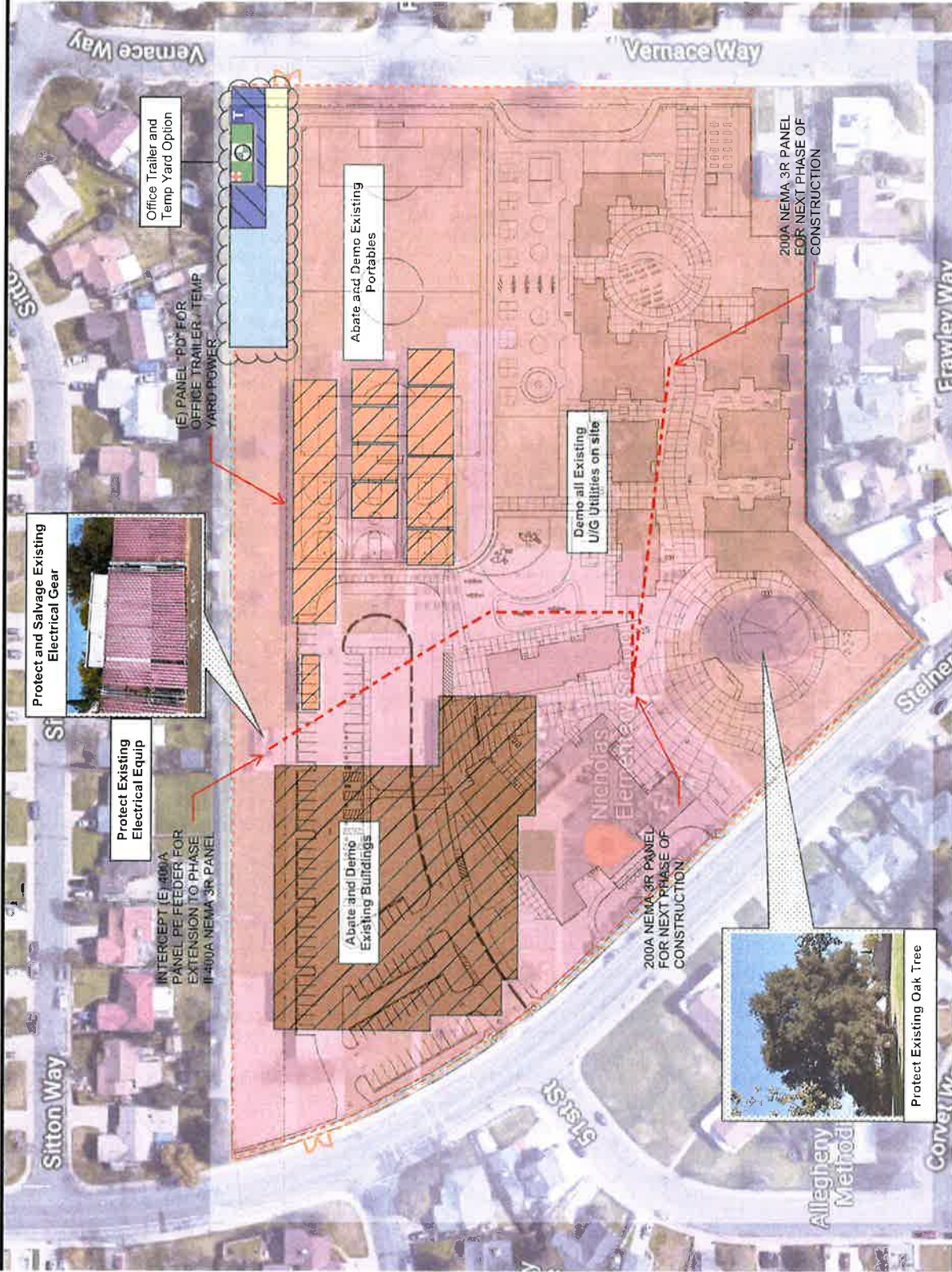
Lance Rodrigues

Project Manager


















Cell: 916-502-5471

Office: 916-446-2521 Ext: 3238

Logistics Plan: Nicholas Elementary New School Construction and Modernization BP #1 - BUILDING AND SITE DEMOLITION



Legend | Activities

-  Construction Entrance
-  Construction Fence
-  Dumpster / Recycle
-  First Aid
-  Construction Limits
-  Access Road / Crane Road
-  Temporary Toilets
-  Pedestrian Traffic
-  Construction Traffic
-  Wash Down / Wash Out Area
-  Trailer Area
-  Trailer
-  Parking
-  Lay Down Area
-  Flagger
-  Abate and Demo Existing Portables
-  Abate and Demo Existing Buildings

SELLC PROPOSED TEMPORARY POWER
INSTALLATION FOR THE NICHOLAS
ELEMENTARY SCHOOL MODERNIZATION
PHASE 1

Schedule:
Jul 2024 - Oct 2024



SCHETTER ELECTRIC, LLC
Contracting and Engineering

Attachment "A"
Terms and Conditions

Nicholas Elementary School Phase 1
SE# 23-0580

1. The cost of any HVAC line and/or low voltage control conduit and wiring (if any) is not included in this proposal, unless we have specifically addressed it in our scope letter.
2. The cost of any permits and/or fees is not included in this proposal.
3. The costs of any bonds are not included in this proposal.
4. Conduits will be installed below and in slabs where practical and allowed by specifications. All underground and in slab conduit stub up will penetrate finish floor elevations.
5. We assume normal environmental conditions will exist at the work site. Our bid does not include expenses for hazardous conditions or dust control as defined by any toxic or environmental requirements.
6. This proposal does not include provisions for remediation of work not specifically in electrical specifications or indicated on the drawings, Fireproofing, cut, patch, painting of walls ceilings, or floors; warranty code violation, or responsibility of work normally performed by other trades is not included.
7. The cost for any civil work, including but not limited to layout, surveying, staking, and/or grading is not included in this proposal. Inspection of other work is not our responsibility. We have assumed excavation can be performed using a 580 Case backhoe; no rock excavation is included.
8. Coordination and inspection of other crafts' work and protection of our completed work is not our responsibility.
9. Any construction schedule shall be made in consultation with us, and shall provide adequate time for us to perform our work during normal working hours on an 8-hour day, 40-hour week basis. This proposal does not include provisions for any overtime.
10. Schetter Electric will guarantee our work against defects in labor or material for a period of one year from the date of substantial completion of the project, or from the date the work or portion thereof is placed into service, whichever is earlier. The exclusive remedy for said defect is that we will replace or repair any part of our work that is found to be defective during this guarantee period. Schetter Electric will not be responsible for damage to our work via improper use or operation of installed work.
11. General Contractor to furnish (2) complete sets of all contract documents to Schetter Electric at no cost before the execution of any Subcontract.
12. The General Contractor shall furnish and make available hoisting facilities, required utilities, water, temporary-power, hand washing station, and sanitation (toilet) facilities. We will dispose of debris created by our work into a General Contractor furnished trash bin at the work site.
13. The General Contractor shall furnish reasonable storage and parking facilities at the site, as well as unobstructed access to our work.
14. The General Contractor shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work including materials delivered to the jobsite, which shall include the interests of Schetter Electric.
15. Schetter Electric will maintain Worker's Compensation Insurance and Public Liability Insurance for bodily injury and property damage in an amount as specified in the contract documents. Waiver of Subrogation, Installation Floater/Builder's Risk Insurance, and Fungi, Bacteria, and all related By Products Insurance is excluded. Professional liability, insurance limits at \$500,000.
16. Indemnification and liability shall be in accordance with Article 4.6 through 4.6.3, inclusive, of AIA Document A401, Twelfth Edition, 1987, Fungi, Bacteria, and all related By Products are excluded.
17. No Damages will be accepted for delays that are encountered that are beyond Schetter Electric's control, including and without limitation to, delays and/or defaults of the Owner, Architect, Engineer, General Contractor, other subcontractors or third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to an equitable adjustment in the Subcontract amount for delays caused by the acts or negligence of the Owner, Architect, Engineer, or General Contractor.
18. The General Contractor shall reasonably assist and, submit in a timely manner, payment requests and claims in Schetter Electric's behalf. Nothing in the contract shall negate our right to be paid.
19. The General Contractor and Schetter Electric shall approve all changes, and the price or formula for establishing the price shall be agreed upon as set forth in the written change order request.
20. Nothing in the Subcontract shall be construed to require us to continue performance of our work if we do not receive timely payment for suitably performed work or suitably stored materials.
21. Retention, if any, shall not exceed that withheld from payments made on our behalf. The General Contractor shall establish a standard for monthly progress billings.
22. Schetter Electric shall be paid monthly progress payments on or before the date set by the General Contractor, or if not specifically stated in the subcontract, by the 18th of each month, for the value of our work in place, plus the materials suitably stored on or off site. Final payment shall be due 30 days following the Notice of Completion or cessation of our labor, whichever occurs first. No provisions of this agreement shall serve to void our entitlement to timely payment for any work performed or suitably stored materials.
23. Late payments will bear interest at the standard commercial rate prevailing at the site at the time payment is due.
24. Back charges, claims, disputes shall be negotiated and agreed to by Schetter Electric. This includes methods, procedures, and trial methods for resolving claims, back charges, disputes, timing methods, and location.
25. In case of any dispute, the prevailing party shall be entitled to reasonable attorney's fees, and court costs.
26. All General Contractor or Owner drug-testing programs will be complied with, however Schetter Electric has not included labor or testing expenses related to these programs.
27. Additional ceiling grid support wires as may be necessitated by fixture orientation or use of non 2x4 lay-in fixtures are by others.
28. This proposal is good for 30 calendar days from the bid date and is subject to revision after that date.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2% P&P Bond Value: \$3,961.00

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|--------------------------------------|
| No. _____ Date: _____ | No. <u>01</u> Date: <u>4/11/2023</u> |
| No. _____ Date: _____ | No. <u>02</u> Date: <u>4/24/2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: To Be Determined Scope of Work: Excavation CSCB No.: To Be Determined

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

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Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: Bullders Risk Claim / General Liability Claim

Add / Deduct (Circle One) (\$ 20,000.00)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Schetter Electric LLC.

By: (Signature): 

(Typed Name): Marlin Cole

As Its: (Position/Title): Vice President

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



Nicholas Elementary School
New Construction & Modernization
 Sacramento City USD

GMP Increment #1 On-Site Improvements
 Prepared on: July 31, 2023

| # | Description | Base Price |
|------|---|--------------------|
| | GENERAL | \$295,297 |
| GEN1 | Temporary Facilities | \$118,273 |
| GEN2 | Hoisting | \$38,540 |
| GEN3 | Temporary Utilities | \$138,484 |
| | DEMOLITION / OFF-SITE INFRASTRUCTURE | \$0 |
| | SITE WORK (ROUGH) | \$4,388,648 |
| 7 | Survey & Staking | \$110,690 |
| 8 | Earthwork, Utilities, & Paving | \$4,249,338 |
| 10 | Qualified SWPPP Practitioner (QSP) | \$28,620 |
| | SITE WORK (FINISH) | \$3,886,393 |
| 16 | Landscaping & Irrigation | \$1,263,700 |
| 18 | Site Furnishings (Supply Only) | \$30,493 |
| 24 | Site Concrete | \$2,460,800 |
| 25 | Site Masonry | \$131,400 |
| | STRUCTURE | \$0 |
| | ENCLOSURE | \$0 |
| | INTERIOR FINISHES | \$0 |
| | SPECIALTIES | \$0 |
| | EQUIPMENT | \$21,990 |
| 89 | Athletic Equipment (Supply Only) | \$21,990 |
| | MEP SYSTEMS | \$4,263,615 |
| 103 | Electrical & Low Voltage Systems | \$4,263,615 |

| | |
|---|---------------------|
| Construction Subtotal (Direct Costs) | \$12,855,943 |
|---|---------------------|

| | |
|--|------------------|
| CONTINGENCIES & ALLOWANCES | SUB TOTAL |
| 3.0% Contractor Construction Contingency | \$385,679 |

| | |
|---|---------------------|
| Construction Subtotal w/ Contingency | \$13,241,622 |
|---|---------------------|

| | | |
|-------------|---------------------------|------------------|
| RATE | GENERAL CONDITIONS | SUB TOTAL |
| LS | General Conditions | \$320,000 |

| | |
|--|---------------------|
| Construction Subtotal w/ General Conditions | \$13,561,622 |
|--|---------------------|

| | | |
|-------------|---|------------------|
| RATE | INSURANCE & BONDS | SUB TOTAL |
| 1.50% | General Liability & Builders Risk Insurance | \$210,915 |
| 1.50% | Subcontractor Default Insurance | \$192,840 |
| 0.68% | Payment and Performance Bond | \$95,615 |

| | |
|---|---------------------|
| Construction Subtotal w/ Insurance & Bonds | \$14,060,992 |
|---|---------------------|

| | | |
|-------------|------------------------|------------------|
| RATE | DEVELOPER'S FEE | SUB TOTAL |
| 3.15% | Lease-Lease-Back Fee | \$442,922 |

| | |
|-----------------------------------|---------------------|
| Total - Construction Costs | \$14,503,914 |
|-----------------------------------|---------------------|

| | |
|---|-------------------------|
| | Total Base Price |
| Total - Increment 1 Construction Costs | \$14,503,914 |

| | |
|--------------------------|------------------|
| OWNER CONTINGENCY | SUB TOTAL |
| 3.0% Owner Contingency | \$385,679 |

| | |
|---|-------------------------|
| | Total Base Price |
| Total - Increment 1 Construction Costs Incl. Owner Contingency | \$14,889,593 |



SCUSD Nicholas ES Modernization and New Construction
Awarded Subcontractors

| # | Description | Awarded Subcontractor |
|---------------------------|----------------------------------|-------------------------|
| SITE WORK (ROUGH) | | |
| 7 | Survey & Staking | Ridgeline Engineering |
| 8 | Earthwork, Utilities, & Paving | ASTA |
| SITE WORK (FINISH) | | |
| 16 | Landscaping & Irrigation | Aerco Pacific |
| 18 | Site Furnishings (Supply Only) | Various (Specified Mfr) |
| 24 | Site Concrete | R&R Maher |
| 25 | Site Masonry | Townsend & Schmidt |
| EQUIPMENT | | |
| 89 | Athletic Equipment (Supply Only) | BT Mancini |
| MEP SYSTEMS | | |
| 103 | Electrical & Low Voltage Systems | Schetter |

APPENDIX C-3
Allowable General Condition Costs
Construction Phase Scope Detail

| Project (On Site Jobsite Staff) | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---------------------------------|---|-------------------------|--------------------|---------------------|------------------|
| 1 | Operations Manager | | X | | |
| 2 | Project Manager | | X | | |
| 3 | Project Superintendent | | X | | |
| 4 | Project Engineer | | X | | |
| 5 | Home Office Engineer | | X | | |
| 6 | Scheduling Engineer | | X | | |
| 7 | Field Engineer | | X | | |
| 8 | Draftsman/Detailer | | X | | |
| 9 | Record Drawings | | X | | |
| 10 | Field Accountant | | X | | |
| 11 | Time Keeper/Checker | | X | | |
| 12 | Secretarial/Clerk Typist | | X | | |
| 13 | Independent Surveyor | X | | | |
| 14 | Safety &. E.E.O. officer | | X | | |
| 15 | Runner/Water Boy | | X | | |
| 16 | Vacation Time/Job Site Staff | | X | | |
| 17 | Sick Leave/Job Site Staff | | X | | |
| 18 | Bonuses/Job Site Staff | | | X | |
| 19 | Quality Control Program | | X | | |
| 20 | Qualified SWPPP Practitioner (QSP) | X | | | |
| 21 | SWPPP Creation, Approval, Notifications | X | | | |

| Temporary Utilities | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---------------------|---|-------------------------|--------------------|---------------------|------------------|
| 1 | Telephone Installation | | X | | |
| 2 | Telephone Monthly Charges | | X | | |
| 3 | Elect Power Installation | X | | | |
| 4 | Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction | X | | | |
| 5 | Elect Power Monthly Charges | | | | X |
| 6 | Water Service for construction | X | | | |
| 7 | Heating & Cooling Costs for | X | | | |
| 8 | Light Bulbs & Misc. Supplies for | X | | | |
| 9 | Clean-Up-Periodical | \$29,192 | | | |
| 10 | Clean-Up-Final | X | | | |
| 11 | Dump Permits and Fees | X | | | |
| 12 | Recycling/Trash Dumpster | \$57,120 | | | |
| 13 | Flagger/Traffic Control | \$65,600 | | | |
| 14 | Dust Control | \$86,250 | | | |
| 15 | Temporary Road and Maintenance if | \$58,500 | | | |
| 16 | Trash Chute & Hopper (if applicable) | X | | | |

| Direct Job Costs | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|-------------------------|-----------------------------------|---------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Wages of Construction Labor | X | | | |
| 2 | Labor/Fringe Benefits & Burden | X | | | |
| 3 | Subcontract Costs | X | | | |
| 4 | Material & Equipment/Included | | X | | |
| | a. Contractor Owned Equip, trucks | | X | | |
| | b. Small Tools - Purchase | | X | | |
| | c. Small Tools - Rental | | X | | |
| 5 | Warranty Work & Coordination | | | X | |

| Temporary Facilities | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|-----------------------------|---|---------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet | \$154,400 | | | |
| 2 | Storage Trailer & Tool Shed Rental | \$4,300 | | | |
| 3 | Office Furniture/Equip/computers | X | | | |
| 4 | Xerox Copies/Misc Printing | \$900 | | | |
| 5 | Postage/UPS/FedEx | X | | | |
| 6 | Project Photographs | \$9,498 | | | |
| 7 | Temporary Toilets | \$13,350 | | | |
| 8 | Project Sign | \$9,400 | | | |
| 9 | Temporary Fencing/Enclosures | \$43,875 | | | |
| 10 | Covered Walkways if required | X | | | |
| 11 | Barricades | \$48,000 | | | |
| 12 | Temporary Stairs | X | | | |
| 13 | Opening Protection | X | | | |
| 14 | Safety Railing & Nets | \$21,735 | | | |
| 15 | Drinking Water/Cooler/Cup | | X | | |
| 16 | Safety/First Aid Supplies | | X | | |
| 17 | Fire Fighting Equipment | | X | | |
| 18 | Security Guards | | X | | |
| 19 | Watchman Service | | X | | |
| 20 | Phone lines, cell phones, WiFi/Hardline Internet | | X | | |
| 21 | Temporary "Swing space" portables to house teachers and students as required for phasing | | | | X |
| 22 | Utility connections and civil work needed for temporary "swing space" portables as required for phasing | X | | | |

| Miscellaneous Project Costs | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|------------------------------------|-------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Performance and Payment Bonds | X | | | |
| 2 | Developer-provided insurance | | | | |
| 3 | Printing - Drwgs & Specs | X | | | |
| 4 | Initial Soils Investigation | | | | X |
| 5 | Testing and Inspection | | | | X |
| 6 | Maintenance After Occupancy | | | | X |
| 7 | Facility Operator/Training | X | | | |
| 8 | Fees | | | | X |

| Hoisting | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|-----------------|------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Hoist & Tower Rental | X | | | |
| 2 | Hoist Landing & Fronts | X | | | |
| 3 | Hoist Operator | X | | | |
| 4 | Hoist Safety Inspections | X | | | |
| 5 | Hoist Material Skips/Hoppers | X | | | |
| 6 | Erect & Dismantle Hoists | X | | | |
| 7 | Crane Rental | X | | | |
| 8 | Crane Operators | X | | | |
| 9 | Crane Safety Inspections | X | | | |
| 1 | Erect & Dismantle Crane | X | | | |
| 1 | Fuel, Repairs, Maintenance | X | | | |
| 1 | Crane Raising/Jumping Costs | X | | | |
| 1 | Safety Inspections | X | | | |
| 1 | Forklift Rental | \$10,800 | | | |
| 1 | Forklift Operator | \$19,440 | | | |
| 1 | Forklift Safety Inspections | \$2,000 | | | |
| 1 | Fuel, Repairs, Maintenance | \$6,300 | | | |

| Contractor's Main Office Staff | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---|---------------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Corporate Executives | | | X | |
| 2 | Principal in Charge | | | X | |
| 3 | Estimating Cost Engineering | | | X | |
| 4 | Value Engineering | | | X | |
| 5 | Scheduling | | | X | |
| 6 | Drafting and Detailing | | | X | |
| 7 | Purchasing & Contracts | | | X | |
| 8 | Accounting & Bookkeeping | | | X | |
| 9 | Safety & E.E.O Officer | | | X | |
| 10 | Secretarial | | | X | |
| 11 | Clerk/Typist | | | X | |
| 12 | Computer/Data Processing | | | X | |
| 13 | Legal (General Services/Pertaining to | | | X | |
| 14 | Travel & Subsistence | | | X | |
| 15 | Fringe Benefits & Burden | | | X | |
| 16 | Vacation Time/Main Office | | | X | |
| 17 | Bonuses/Main Office | | | X | |
| General Conditions Total Cost transfer to Fee Proposal | | \$640,660 | \$ | | |



COMPLETE PROFESSIONAL SERVICES

ONE TRUSTED TEAM



RIDGELINE PROPOSAL

Thank you for the opportunity to submit our proposal for consideration on your project. Ridgeline is a proven and trusted partner providing construction support services for over 20 years. We are committed to excellence and look forward to the opportunity to work with you.



OUR COMPANY

Our survey team is well experienced to fulfill duties associated with construction staking and mapping. Additionally, we offer a wide-range of special inspections and monitoring services in order to ensure compliance with approved plans, specifications and applicable building codes and ordinances.

Please see our website for more detailed information and a full list of the services we provide.

SERVICES WE PROVIDE:



CONSTRUCTION SURVEYING



SPECIAL INSPECTIONS & MATERIALS TESTING



INSTRUMENTATION & MONITORING



ENGINEERING & DESIGN



TOWER CRANE PLUMBNESS



OVERVIEW

PROJECT SCOPE

TITLE New Nicholas ES Increment 1
LOCATION Sacramento, California

COMPENSATION

CONSTRUCTION ADMINISTRATION ATTACHMENT "A"

| | | SUBTOTAL | ELITE DISCOUNT | *COMBINED SERVICES DISCOUNT | TOTAL | |
|------|----------------------|-----------|----------------|-----------------------------|-----------|--------------|
| CACS | CONSTRUCTION STAKING | \$ 96,770 | \$ -- | \$ -- | \$ 96,770 | LUMP SUM |
| CASI | SPECIAL INSPECTION | \$ -- | \$ -- | \$ -- | \$ -- | T&M ESTIMATE |

* If both construction staking and special inspection are awarded, then the combined services 5% discount will be applied.

DEFINITIONS:

TIME & MATERIALS (T&M) "Time and materials" tasks will be billed on actual hours incurred according to the attached rates schedule.

VARIABLE EXPENSES Variable expenses may include one or more of the items or services listed below. Out-of-pocket expenses are subject to an 18.5% mark-up.:

- Reproduction / Plan or Document Printing
- Sub-consulting coordination
- Authorized travel expenses
- Delivery or shipping and handling of documents
- Professional certification
- Client requests

CONSTRUCTION CONSULTATION Construction consultation services will be billed on a time and material basis. This service includes assistance with interpretations of permit documents, review, and responses to RFI's, general coordination with Client and/or contractor during the construction process.

BILLING Ridgeline Engineering will bill client for agreed upon services and variable expenses once a month, or at the completion of milestones. All payments are due to Ridgeline Engineering upon date indicated on invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

TERMS & CONDITIONS:

- Above fee is based on typical anticipated project conditions and procedures; and prevailing wage rates. Additional services outside of those indicated herein, will be billed per the attached rate sheet. Work will be billed on a Time and Materials basis; i.e. tasks will be billed on actual hours incurred according to the attached Ridgeline Rate Schedule.
- Payments may be paid via check, cash or through a PayPal account. Payments made through PayPal will incur a 3% service fee and must be coordinated with Ridgeline prior to processing.
- Ridgeline will only proceed with work based on plans that have been approved and permitted and will not be liable for plan discrepancies or misinterpretations.
- Proposal is valid for 90 days and will be subject for review thereafter.
- Progress billings shall be paid within 30 days of invoice date. Late fees accrue at 1.5% per month. By signing this proposal, client agrees to pay all collections and attorney fees in the event an outstanding balance becomes delinquent by more than 60 days.
- Client will be responsible for provisions of information, reports, surveys and professional recommendations, as well as other related items requested by Ridgeline in order to provide the agreed upon professional services. Ridgeline may rely on the accuracy and completeness of these items. Ridgeline assumes no responsibility for errors in, or resulting from the provided data.
- Client will be responsible for providing decisions in a timely manner so as not to delay the orderly and sequential progress of the proposed services.
- Ridgeline assumes client will not use Ridgeline data without explicit and professional certified recommendations and/or authorization.
- Ridgeline assumes sufficient on-site control points are present, intact and match type and location as indicated by provided documents.
- Where traffic control is required, Ridgeline assumes it will be provided by others.
- The total cumulative liability of Ridgeline, its officers, employees, agents, affiliates and subcontractors (collectively Ridgeline Entities) to Client and to all other parties arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by Ridgeline under this agreement.

Thank you for requesting this considering Ridgeline Engineering for this project. Please contact us if you have any questions or comments.

PLEASE DIRECT QUESTIONS TO:



Don Gomez
estimating@rle.us
P: 209-955-0110 (office)
DIR Public Works Registration #: 1000039537
Small Business Enterprise #: 2013318

REVIEWED AND APPROVED BY:



Jordan Baldwin, PE, PS
Principal Engineer / Surveyor
President & CEO
PS Lic #: L8513, Exp: 12/31/22
PE Lic #: 71646, Exp: 12/31/22



ATTACHMENT "A" – CONSTRUCTION ADMINISTRATION

CACS CONSTRUCTION STAKING

| INCLUDED | DOCUMENTS / SERVICES | NOTE |
|----------|--|------|
| | Demolition / sawcut limits (on-site and/or off-site, uno) | |
| x | Wet utility structures (Domestic/Fire Water, Sewer, Storm, uno) ¹ | |
| x | Rough grade and finish grade ^{2 & 3} | |
| x | Building pad envelope(s) ⁴ | |
| x | Building grid lines | |
| x | Building pad certification(s) | |
| x | Transformer pad(s) and/or electrical vault(s) | |
| x | Pole-mounted site lights ⁵ | |
| x | Trash Enclosure(s) ⁴ | |
| | Fences and non-building walls ⁶ | |
| | Building Setback Survey & Certification | |
| | As-Built Survey | |
| | Building Height Verification Survey | |
| | Off-site improvements | |

GENERAL STAKING CONDITIONS:

1. Re-staking allowance of up to 20 hours without charge when combined with a contract mobilization. Excess re-staking will be billed at \$290/hour, with a minimum 4-hour charge to re-mobilize. Administrative and drafting fees may also apply for processing of change orders and staking reports.
2. Staking reports will be provided outlining staking layout and cut sheets, as necessary. Staking reports may be provided to assist the contractor in understanding how stakes correspond to the construction documents. Contractor will be responsible for review of the staking reports and expected to notify RLE of any found inconsistencies with current plan information, prior to use of stakes.
3. Standard staking procedure will require no more than 28 site visits per 1-man crew. Additional site visits required for work within outlined scope, will be billed at \$290/hour, with a minimum 4-hour charge to re-mobilize. Administrative and drafting fees may also apply for processing of associated change orders and staking reports.
4. Additional requested staking that is not indicated herein, will be billed at \$290/hour, with a minimum 4-hour charge to re-mobilize. Administrative and drafting fees may also apply for processing of associated change orders, calculations and staking reports.
5. Mobilizations and/or time required for meetings or other office work beyond preparation for staking and/or generating any necessary staking reports for scope-work are not included and will result in additional fees.
6. Mobilizations cancelled within 24 hours will incur a minimum mobilization charge. Re-scheduled work will adhere to a minimum three (3) business day lead time.
7. Credits and/or reduction in fees will not be provided for mobilizations not utilized by the time of project completion, nor for "included services" not performed.
8. Rates may increase up to 5% per calendar year.

¹ One set of single offset stakes will be provided for wet utilities at beginnings, ends, angle points as well as at 50-ft increments, as necessary, and at all inlets and manholes.
² One set of single offset stakes will be provided for major rough grade changes and slopes.
³ One set of single offset stakes will be provided for finish grade of concrete and/or AC at ends, radius points, corners, as well as 50-ft increments, as necessary.
⁴ One set of single offset stakes will be provided for the extent of the building pad envelope, grid lines no more than 50-ft apart, at ground level only, unless otherwise noted.
⁵ One set of single offset stakes along with a line stake will be provided for site lights; cuts will be given to grade or curb.
⁶ One set of single offset stakes will be provided for fence and wall lines at ends, angle points, major grade changes, as well as 50-ft increments, as necessary.

CASI SPECIAL INSPECTION

| INCLUDED | DOCUMENTS / SERVICES | NOTE |
|----------|---|------|
| | Structural Steel [CBC 1705.2.1-2.4] | |
| | Concrete Construction [CBC 1705.3] | |
| | Masonry Construction [CBC 1705.4] | |
| | Wood Construction [CBC 1705.5] | |
| | Soils [CBC 1705.8] | |
| | Deep Driven Foundations [CBC 1705.7] | |
| | Cast-in Place Deep Foundations [CBC 1705.8] | |
| | Helical Pile Foundations [CBC 1705.9] | |
| | Wind Resistance [CBC 1705.11] | |
| | Seismic Resistance [CBC 1705.12] | |
| | Sprayed Fire-Resistant Materials [CBC 1705.14] | |
| | Laboratory Analysis [See laboratory list] | |
| | Permit Application processing and coordination ⁷ | |

GENERAL SPECIAL INSPECTION CONDITIONS:

1. Re-testing due to non-conformance may result in additional fees.
 2. Standard inspection procedures will require no more than NA site visits per 1-man crew. Additional site visits required for work within original scope will be billed at a rate of \$170/hour, with a minimum (TBD) charge to re-mobilize.
 3. Mobilizations and/or time required for meetings or other office work beyond preparation for inspections and/or generating any necessary reports for scope-work are not included and will result in additional fees.
 4. Credits and/or reduction in fees will not be provided for mobilizations not utilized by the time of project completion, nor for "included services" not performed.
- ⁷ Coordination with governing agency to obtain permits and/or other documentation for special inspections agreement.



2023 RATE SCHEDULE

ENGINEERING AND ADMINISTRATION

| | | | |
|-----------------------------|----|-----|----------|
| Principal Engineer/Surveyor | \$ | 300 | PER HOUR |
| Project Manager | \$ | 255 | PER HOUR |
| Project Coordinator | \$ | 235 | PER HOUR |
| Project Engineer/Surveyor | \$ | 215 | PER HOUR |
| Staff Engineer/Surveyor | \$ | 195 | PER HOUR |

SUPPORT STAFF

| | | | |
|--------------------------|----|-----|----------|
| Special Inspector | \$ | 170 | PER HOUR |
| Senior Special Inspector | \$ | 210 | PER HOUR |
| Senior CAD Designer | \$ | 170 | PER HOUR |
| CAD Designer | \$ | 140 | PER HOUR |
| Senior Technician | \$ | 140 | PER HOUR |
| Technician | \$ | 125 | PER HOUR |
| Administrative | \$ | 110 | PER HOUR |

SURVEYING STAFF

| | | | |
|-------------------|----|-----|----------|
| Survey Technician | \$ | 290 | PER HOUR |
|-------------------|----|-----|----------|

REPRODUCTION

| | | | |
|-------------------------|----|----|----------|
| "A" Sheets (8.5" x 11") | \$ | 1 | PER ITEM |
| "B" Sheets (11" x 17") | \$ | 2 | PER ITEM |
| "C" Sheets (18" x 24") | \$ | 4 | PER ITEM |
| "D" Sheets (24" x 36") | \$ | 8 | PER ITEM |
| "E1" Sheets (30" x 42") | \$ | 12 | PER ITEM |
| "E" Sheets (36" x 48") | \$ | 16 | PER ITEM |

PROFESSIONAL CERTIFICATION

| | | | |
|-------------------------|----|-----|----------|
| "A" Sheets (8.5" x 11") | \$ | 20 | PER ITEM |
| "B" Sheets (11" x 17") | \$ | 40 | PER ITEM |
| "C" Sheets (18" x 24") | \$ | 80 | PER ITEM |
| "D" Sheets (24" x 36") | \$ | 160 | PER ITEM |
| "E1" Sheets (30" x 42") | \$ | 240 | PER ITEM |
| "E" Sheets (36" x 48") | \$ | 320 | PER ITEM |

NOTES

1. Minimum \$975 professional certification fee per package.
2. Out-of-pocket expenses billed at cost plus 18.5% mark-up.
3. Vehicle mileage will be billed at a rate of \$0.70 per mile.
4. Rates may increase up to 5% per calendar year.
5. A 50% surcharge on rates apply to hours worked in excess of 8 per day.
6. A 50% surcharge on rates apply to expedited turnaround requests.
7. A 75% surcharge on rates apply for expert witness depositions, meetings, and court testimonies.





June 19, 2023

NC415 NICHOLAS ELEMENTARY SCHOOL MODERNIZATION, SACRAMENTO, CA

CONSTRUCTION STAKING PROPOSAL

| | |
|---|------------|
| 1. Scope of Work – Survey – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to: | |
| a. Perform all required calculations to create staking plan for all layout work from provided CAD background files. | INCLUDED |
| b. Verify horizontal and vertical control points for surveying purposes. | \$8,250.00 |
| c. Provide all control survey work for the entire project including verification of all horizontal and vertical controls, and (3) control points for GPS. | INCLUDED |
| d. Provide and maintain all onsite control points and benchmarks. | INCLUDED |
| e. Mobilizations as required to complete the scope of work. | |
| f. Provide record as-built survey document for new site wet and dry utilities. | T&M |
| g. Include multiple mobilizations activities as may be required per the Preliminary Construction Schedule and Phasing Plan. | 70 |
| h. Phasing Plan may be modified as site conditions dictate. | |
| 2. Scope of Work – Layout & Staking – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to: | |
| A. Demolition and Rough Grade Staking | |
| a. Set demolition limits and site improvement grading | \$3,300.00 |
| B. Stake Contractor's staging and parking area corners. | |
| | \$2,475.00 |
| C. Utility Staking. | |
| a. Domestic water lines including RPPA's. | \$4,950.00 |
| b. Irrigation water mains. | \$3,300.00 |
| c. Fire water lines, RPDA, and hydrants. | \$4,950.00 |
| d. Sanitary sewer system including mains, laterals, cleanouts, and manholes. | \$6,600.00 |
| e. Storm sewer system including mains, laterals, manholes, drop inlets, cleanouts, and manholes. | \$9,900.00 |
| f. Electrical & Low Voltage ductbanks, vaults, pedestals, transformers, monument, marquee, and site lighting. | \$8,250.00 |
| g. Any known existing or located underground systems or utilities not listed above including but not limited to septic tanks, grease interceptors, natural gas lines, etc. | T&M |



| D. Building Staking | |
|---|-------------|
| a. Redheads and blue top building pad staking and pad certification, including elevated and setback pads and slabs. One offset stake per corner. | \$16,500.00 |
| b. Building staking to include three (3) elevation monuments set in concrete. Coordinate placement of monument with CORE Superintendent. Stakes will be offsets at major grid line intersections along perimeter. Monuments to be set by contractor. | \$33,000.00 |
| | |
| a. Provide redheads and bluetops at roads and parking areas. | NA |
| b. Stake finish grades for asphalt paving at roads and parking areas at 50' intervals. Coordinate with Contractor and Paving Subcontractor as required. | \$16,500.00 |
| c. Staking including curb and gutter, sidewalks and flatwork. | \$16,500.00 |
| F. Site Staking | |
| a. Stake rough grade staking for entire site at 100' intervals. Coordinate with Contractor and trade Subcontractors as required. | \$24,750.00 |
| b. Stake all site concrete including curbs, mow curbs, building aprons, valley gutters, sidewalks, equipment, utility pads, stairs and ramps, etc. | \$24,750.00 |
| c. Stake saw cuts for all curbs, gutters, and paving to be removed. | \$4,950.00 |
| d. Stake grade breaks, angle points, and curb transitions. | INCLUDED |
| e. Stake new or modified fencing. | \$8,250.00 |

TOTAL = \$197,175.00

July 5, 2023
NC415

DIR#1000010171

Nicholas Elementary School Modernization
Sacramento, California
Construction Survey Proposal

| Number | Scope Of Work | Total |
|--------|---|--------------|
| 1 | Project Control: Verify existing survey control; establish control as necessary for layout. Includes control points for GPS guided equipment. Provide and maintain all onsite control points and benchmark. Control work needs to be performed before Demolition. | \$ 8,250.00 |
| 2 | Project Calculations: Provide all required calculations to create staking plan for all layout work provided CAD background files. All line items have project calculations included in price | \$ - |
| 3 | Set demolition limits and site improvement grading, includes staging area and utility staking. | \$ 7,775.00 |
| 4 | Domestic Water Lime including RPPA's. | \$ 5,950.00 |
| 5 | Irrigation Water Mains. | \$ 3,300.00 |
| 6 | Fire Water lines, RDPA and hydrants | \$ 5,950.00 |
| 7 | Sanitary sewer system including mains, laterals, cleanouts and manholes. | \$ 7,600.00 |
| 8 | Storm Sewer system including mains, laterals, manholes, drop inlets, cleanouts and manholes. | \$ 10,900.00 |
| 9 | Electrical and Low Voltage ductbanks, vaults, pedestals, transformers, monument, marquee and site lighting. | \$ 9,250.00 |
| 10 | Building Pad Staking and pad certification, including elevated and setback pads and slabs. One offset per corner. | \$ 18,500.00 |
| 11 | Building saking to include three (3) elevation monuments set in concrete. Coordinate placement of monument with CORE Superintendent, Stakes will be offsets at major grid line intersections along perimeter. Monuments to be set by contractor. | \$ 38,000.00 |
| 12 | Stake finish grades for asphalt paving at roads and parking areas at 50' intervals. Coordinate with contractor and paving subcontractor. | \$ 17,500.00 |
| 13 | Stake Rough Grade staking for entire site at 100' intervals. Contractors to coordinate staking. | \$ 25,750.00 |
| 14 | Stake all site concrete including curbs, mow curbs, building aprons, valley gutters, sidewalks, equipment, utility pads, stairs, ramps, grade breaks, angle points, curb transitions, etc. | \$ 24,750.00 |
| 16 | Stake saw cuts for all curbs, gutters and paving to be removed. | \$ 5,450.00 |
| 17 | Stake new or modified fencing. | \$ 8,250.00 |

Grand total price includes items 1-16.

| |
|----------------------|
| Grand Total |
| \$ 197,175.00 |

- 18 Provide Record as-built survey document for new site wet and dry utilities
- 19 Any known existing or located underground systems or utilities not listed above including but not limited to septic tanks, grease interceptors, natural gas lines, etc.

Items 18 and 19 to be completed on T&M rates below.

Two-man Field rate = \$310.00/hr

Office rate = \$165.00/hr

- 20 Interim Mobilizations required per preliminary construction schedule and phasing.
8 hour day rate (office time not included)= \$2,520.00

Price based on approximately site visits. Please note this is a gauge only and used to ensure each site visit is maximized.

For Questions Regarding the Proposal, Please Call:

1. Chris Reis (707) 338-2057
2. Weela Estrada - (707) 748-4300

****F3 is pleased to announce the offering of underground utility detection and concrete scanning for locating rebar and post-tension cables, using ground penetrating radar (GPR)****

Conditions:

1. F3 & Associates, Inc. provides a professional service, requiring a professional service agreement.
2. F3 & Associates, Inc. requires that no retention be withheld.
3. F3 & Associates, Inc. requires that all invoices (including extra work) will net 30 days paid, from date of billing.
4. F3 & Associates, Inc. requests Electronic Payments via ACH, whenever available.

**Phone (775) 451-7255 Fax (707) 347-4500
701 East H Street, Benicia, CA 94510**

Estimator: Chris Reis, creis@f3-inc.com



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demo, Eathwork, Utilities & Paving

SUBCONTRACTOR

Subcontractor's Firm Name: Asta Construction Co., Inc.

Address: P.O. Box 758, Rio Vista, CA 94571
Mailing Address City State Zip

1090 Saint Francis Way, Rio Vista, CA 94571
Physical Address (if Different) City State Zip

Telephone: 707-374-6472 Fax: 707-374-6888

Contact Name: Geoff Dean Email: geoff@astaconstruction.com

State Contractor's Board No. 247178 Class Type: A

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$3,571,913.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Three million five hundred seventy one thousand nine hundred and thirteen dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1% P&P Bond Value: \$35,719.13

Words: Thirty five thousand seven hundred nineteen dollars and thirteen cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|--------------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>05/26/2023</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>06/05/2023</u> |
| No. _____ Date: _____ | No. <u>3</u> Date: <u>06/13/2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

CCIP INSURANCE VALUE

A Contractor Controlled Insurance Program (CCIP) will be provided for this project. Base ("Bid") proposal shall exclude cost for Workers' Compensation, Employer's Liability, General & Excess Liability, and Contractors' Pollution Liability, but shall include automobile liability and insurance for off-site labor and operations. Please provide a cost to include standard insurance in the event the CCIP is no longer required: \$132,000.00

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

| | | |
|------------------------------------|---|-------------------------|
| Name: <u>W.C. Maloney</u> | Scope of Work: <u>Demo</u> | CSCB No.: <u>718243</u> |
| Name: <u>Tom Mayo Construction</u> | Scope of Work: <u>Paving</u> | CSCB No.: <u>388077</u> |
| Name: <u>Centerline Striping</u> | Scope of Work: <u>Seal & Striping</u> | CSCB No.: <u>499345</u> |
| Name: <u>Western Stabilization</u> | Scope of Work: <u>Lime Treatment</u> | CSCB No.: <u>642928</u> |



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ 0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE #01 – Student Drop-Off

Description: Student drop-off on east of the site adjacent to Vernace Way

Add Deduct (Circle One) (\$ 49,800.00)

Words: Forty nine thousand eight hundred dollars

ALTERNATE #02 –

Description: Lime treat building pads and access roads

Add Deduct (Circle One) (\$ 171,600.00)

Words: One hundred seventy one thousand six hundred dollars



ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On June 16, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: Asta Construction Co., Inc.

By: (Signature):

(Typed Name): Cynthia Allen

As Its: (Position/Title): Secretary/Treasurer

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM

ASTA CONSTRUCTION

1090 St. Francis Way
P.O. Box 758
Rio Vista, CA 94571-0758
(707) 374-6472 Telephone
(707) 374-6888 Fax
California State License No. 247178

| | | | |
|--------------------------|--|--------------------|-----------|
| To: | Core Construction | Contact: | |
| Address: | 11601 Blocker Dr Suite 215 Auburn, CA 95603 UNITED STATES | Phone: | |
| Project Name: | Coleman Elementary School Increment 1 | Fax: | |
| Project Location: | 6601 Steiner Drive, Sacramento, CA | Bid Number: | |
| | | Bid Date: | 6/16/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|-------------|--------------|
| 1 | Mobilization / Demobilization. | 1.00 | LS | \$21,953.00 | \$21,953.00 |
| 2 | Demo And Off-haul Of Offsite Concrete, Asphalt, Signs And Posts. | 1.00 | LS | \$42,000.00 | \$42,000.00 |
| 3 | Rough Grade Site And Off-haul Excess Dirt And Grass. | 396,000.00 | SF | \$0.50 | \$198,000.00 |
| 4 | Compact And Finish Grade Building Pads.. | 55,000.00 | SF | \$0.50 | \$27,500.00 |
| 5 | Site Sewer: Connect To Existing, Install 4" And 6" Sewer And Stub To Buildings. Camera After Completion. | 2,040.00 | LF | \$80.00 | \$163,200.00 |
| 6 | Site Sewer: Install Sewer Manholes. | 10.00 | EACH | \$7,200.00 | \$72,000.00 |
| 7 | Site Sewer: Install Grease Interceptor. | 1.00 | EACH | \$18,000.00 | \$18,000.00 |
| 8 | Site Storm Drain: Connect To Existing, Install 4" Perf, 6", 8", 24" Perf Storm Drain Line. Camera After Completion. | 4,700.00 | LF | \$81.00 | \$380,700.00 |
| 9 | Site Storm Drain: Install Storm Drain Manholes. | 7.00 | EACH | \$6,500.00 | \$45,500.00 |
| 10 | Site Storm Drain: Install Area Drains. | 39.00 | EACH | \$1,750.00 | \$68,250.00 |
| 11 | Site Storm Drain: Install Drain Inlets. | 37.00 | EACH | \$4,400.00 | \$162,800.00 |
| 12 | Site Storm Drain: Install Storm Drain Filter. | 1.00 | EACH | \$49,000.00 | \$49,000.00 |
| 13 | Fire Water: Connect To Existing, Install 6", 8", 10" Fire Water. | 1,620.00 | LF | \$170.00 | \$275,400.00 |
| 14 | Fire Water: Install Building Fire Risers. | 7.00 | EACH | \$7,500.00 | \$52,500.00 |
| 15 | Fire Water: Install Backflow Assembly. | 2.00 | EACH | \$34,000.00 | \$68,000.00 |
| 16 | Fire Water: Install Fire Hydrants. | 6.00 | EACH | \$8,300.00 | \$49,800.00 |
| 17 | Fire Water: Install FDC, PIV. | 5.00 | EACH | \$15,000.00 | \$75,000.00 |
| 18 | Domestic Water: Tie Into Existing, Install 2", 3", 4" Water And Stub At Buildings. | 1,300.00 | LF | \$97.00 | \$126,100.00 |
| 19 | Domestic Water: Install Backflow Assembly. | 1.00 | EACH | \$22,500.00 | \$22,500.00 |
| 20 | Irrigation Water: Tie Into Existing, Install Backflow Assembly And Stub For Landscaper. Meter By Others. | 1.00 | EACH | \$22,500.00 | \$22,500.00 |
| 21 | Site Concrete: Subgrade, Compact And Place Class II Aggregate Base For Type 3, Type 4 And Type 5 Paving. | 81,700.00 | SF | \$8.70 | \$710,790.00 |
| 22 | Subgrade And Place Class II Permeable For Type 6 Paving. | 6,000.00 | SF | \$4.00 | \$24,000.00 |
| 23 | Subgrade And Place Class II Aggregate Base For Type 7 Paving. | 7,000.00 | SF | \$5.80 | \$40,600.00 |
| 24 | Subgrade For Curb And Flush Curb. | 7,500.00 | LF | \$5.10 | \$38,250.00 |
| 25 | Subgrade And Place Class II Aggregate Base For Curb & Gutter. | 1,140.00 | LF | \$26.00 | \$29,640.00 |
| 26 | Finish Grade Bio Swales, Place Fabric And Crushed Stone. | 13,000.00 | SF | \$3.70 | \$48,100.00 |
| 27 | Shoulder Up New Concrete And Grade Landscape Areas. | 80,000.00 | SF | \$0.60 | \$48,000.00 |
| 28 | Finish Grade Soccer Field. | 60,000.00 | SF | \$0.40 | \$24,000.00 |
| 29 | Subgrade And Place Class II Aggregate Base For Type 1 And Type 2 Paving. | 84,200.00 | SF | \$2.50 | \$210,500.00 |
| 30 | Subgrade And Place Class II Aggregate Base For Off-site Paving At New Walk. | 2,900.00 | SF | \$12.00 | \$34,800.00 |
| 31 | Place Asphalt Concrete In Type 1, Type 2 And Off-Site Paving. Raise Utility Valves And Patch Pave. | 87,100.00 | SF | \$4.30 | \$374,530.00 |
| 32 | Place 2 Applications Of Seal Coat To All New Asphalt, | 1.00 | LS | \$48,000.00 | \$48,000.00 |



1090 St. Francis Way
 P.O. Box 758
 Rio Vista, CA 94571-0758
 (707) 374-6472 Telephone
 (707) 374-6888 Fax
 California State License No. 247178

| | |
|--|----------------------------|
| To: Core Construction | Contact: |
| Address: 11601 Blocker Dr Suite 215 Auburn, CA 95603 UNITED STATES | Phone: |
| Project Name: Coleman Elementary School Increment 1 | Fax: |
| Project Location: 6601 Steiner Drive, Sacramento, CA | Bid Number: |
| | Bid Date: 6/16/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|------------------|--------------------|------|------------|-------------|
|--------|------------------|--------------------|------|------------|-------------|

Install Striping And Signage.

Total Bid Price: \$3,571,913.00


| | | | | | |
|---|--|-----------|----|---------|--------------|
| 1 | Add Alternate: Subgrade, Place Class II Aggregate Base And Asphalt Concrete In Drop Off Area. | 3,000.00 | SF | \$16.60 | \$49,800.00 |
| 2 | Add Alternate: Lime Treat Building Pads And Access Road With 12"s Of Lime At 4.5 Pounds. Place 4"s Of Aggregate Base On Access Road. | 78,000.00 | SF | \$2.20 | \$171,600.00 |

Notes:

- No bonds, permits, fees, testing or engineering included.
- Original lines and grades by others.
- Clear access to be provided by others.
- Not responsible for damage to any utilities not clearly marked by owner.
- No joint trench, footing excavation, backfill or offhaul of spoils generated by others.
- Dust control provided only when Asta Construction is actively engaged in dust causing operations.
- Finished landscape grading, hydroseeding, topsoil, irrigation and planting by others.
- Any item of work not specifically outlined in the above scope of work to be excluded.
- Price is valid for 30 days, any price increases from material suppliers or vendors beyond the control of Asta Construction will be additionally billed at the direct cost of increase. Fuel surcharge will be applied to all trucking rates, if required, at the rate of 1% increase for every \$0.10 per gallon increase. Fuel priced at \$3.50 per gallon at bid date.

Payment Terms:

The above-quoted price constitutes the cash price. If this account has not been paid in full within 30 days from the invoice date add 1.5% interest per month until paid in full. If legal action is required to effect payment on this account customer agrees to pay all court costs and reasonable attorney fees.

| | |
|--|---|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: Asta Construction Co., Inc.</p> <p>Authorized Signature: </p> <p>Estimator: Geoff Dean (707) 249-3562 geoff@astaconstruction.com</p> |
|--|---|



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demo, Eathwork, Utilities & Paying

SUBCONTRACTOR

Subcontractor's Firm Name: Asta Construction Co., Inc.

Address: P.O. Box 758, Rio Vista, CA 94571
Mailing Address City State Zip

1090 Saint Francis Way, Rio Vista, CA 94571
Physical Address (if Different) City State Zip

Telephone: 707-374-6472 Fax: 707-374-6888

Contact Name: Geoff Dean Email: geoff@astaconstruction.com

State Contractor's Board No. 247178 Class Type: A

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$3,571,913.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Three million five hundred seventy one thousand nine hundred and thirteen dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1% P&P Bond Value: \$35,719.13

Words: Thirty five thousand seven hundred nineteen dollars and thirteen cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

| ADDENDA | | CLARIFICATIONS | |
|-----------|-------------|----------------|-------------------------|
| No. _____ | Date: _____ | No. <u>1</u> | Date: <u>05/26/2023</u> |
| No. _____ | Date: _____ | No. <u>2</u> | Date: <u>06/05/2023</u> |
| No. _____ | Date: _____ | No. <u>3</u> | Date: <u>06/13/2023</u> |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |

CCIP INSURANCE VALUE

A Contractor Controlled Insurance Program (CCIP) will be provided for this project. Base ("Bid") proposal shall exclude cost for Workers' Compensation, Employer's Liability, General & Excess Liability, and Contractors' Pollution Liability, but shall include automobile liability and insurance for off-site labor and operations. Please provide a cost to include standard insurance in the event the CCIP is no longer required: \$132,000.00

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

| | | |
|------------------------------------|---|-------------------------|
| Name: <u>W.C. Maloney</u> | Scope of Work: <u>Demo</u> | CSCB No.: <u>718243</u> |
| Name: <u>Tom Mayo Construction</u> | Scope of Work: <u>Paving</u> | CSCB No.: <u>388077</u> |
| Name: <u>Centerline Striping</u> | Scope of Work: <u>Seal & Striping</u> | CSCB No.: <u>499345</u> |
| Name: <u>Western Stabilization</u> | Scope of Work: <u>Lime Treatment</u> | CSCB No.: <u>642928</u> |



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ 0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

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Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE #01 – Student Drop-Off

Description: Student drop-off on east of the site adjacent to Vernace Way

Add Deduct (Circle One) (\$ 49,800.00)

Words: Forty nine thousand eight hundred dollars

ALTERNATE #02 –

Description: Lime treat building pads and access roads

Add Deduct (Circle One) (\$ 171,600.00)

Words: One hundred seventy one thousand six hundred dollars



ALTERNATE #03 –

Description: Place SS1 oil on lime treated pads

Add / Deduct (Circle One) (\$ 12,000.00)

Words: Twelve thousand dollars

ALTERNATE #04 –

Description: Over excavate building pads, concrete areas and paaving areas to a depth of 3'-0"

Add / Deduct (Circle One) (\$ 101,500.00)

Words: One hundred and one thousand five hundred dollars

SEE ATTACHED FOR ALTERNATES #05 - #08

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On June 16, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Asta Construction Co., Inc.

By: (Signature):

(Typed Name): Cynthia Allen

As Its: (Position/Title): Secretary/Treasurer

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

Alternate #05

Description: Leave Spoils in easement.

Deduct: \$12,000.00

Twelve thousand dollars

Alternate #06

Description: Deep clean asphalt prior to sealcoat.

Add: \$29,000.00

Twenty nine thousand dollars

Alternate #07

Description: Install Mirafi 140N and 4" of aggregate base for staging area, 50,000 SQ FT.

Add: \$135,500.00

One hundred thirty five thousand dollars

Alternate #08

Description: Cost for grading and aggregate base at track.

Cost: \$42,600.00

Forty two thousand six hundred dollars

ASTA CONSTRUCTION

1090 St. Francis Way
P.O. Box 758
Rio Vista, CA 94571-0758
(707) 374-6472 Telephone
(707) 374-6888 Fax
California State License No. 247178

| | | | |
|--------------------------|--|--------------------|-----------|
| To: | Core Construction | Contact: | |
| Address: | 11601 Blocker Dr Suite 215 Auburn, CA 95603 UNITED STATES | Phone: | |
| Project Name: | Nicholas Elementary School Increment 1 | Fax: | |
| Project Location: | 6601 Steiner Drive, Sacramento, CA | Bid Number: | |
| | | Bid Date: | 6/16/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|-------------|--------------|
| 1 | Mobilization / Demobilization. | 1.00 | LS | \$21,953.00 | \$21,953.00 |
| 2 | Demo And Off-haul Of Offsite Concrete, Asphalt, Signs And Posts. | 1.00 | LS | \$42,000.00 | \$42,000.00 |
| 3 | Rough Grade Site And Off-haul Excess Dirt And Grass. | 396,000.00 | SF | \$0.50 | \$198,000.00 |
| 4 | Compact And Finish Grade Building Pads.. | 55,000.00 | SF | \$0.50 | \$27,500.00 |
| 5 | Site Sewer: Connect To Existing, Install 4" And 6" Sewer And Stub To Buildings. Camera After Completion. | 2,040.00 | LF | \$80.00 | \$163,200.00 |
| 6 | Site Sewer: Install Sewer Manholes. | 10.00 | EACH | \$7,200.00 | \$72,000.00 |
| 7 | Site Sewer: Install Grease Interceptor. | 1.00 | EACH | \$18,000.00 | \$18,000.00 |
| 8 | Site Storm Drain: Connect To Existing, Install 4" Perf, 6", 8", 24" Perf Storm Drain Line. Camera After Completion. | 4,700.00 | LF | \$81.00 | \$380,700.00 |
| 9 | Site Storm Drain: Install Storm Drain Manholes. | 7.00 | EACH | \$6,500.00 | \$45,500.00 |
| 10 | Site Storm Drain: Install Area Drains. | 39.00 | EACH | \$1,750.00 | \$68,250.00 |
| 11 | Site Storm Drain: Install Drain Inlets. | 37.00 | EACH | \$4,400.00 | \$162,800.00 |
| 12 | Site Storm Drain: Install Storm Drain Filter. | 1.00 | EACH | \$49,000.00 | \$49,000.00 |
| 13 | Fire Water: Connect To Existing, Install 6", 8", 10" Fire Water. | 1,620.00 | LF | \$170.00 | \$275,400.00 |
| 14 | Fire Water: Install Building Fire Risers. | 7.00 | EACH | \$7,500.00 | \$52,500.00 |
| 15 | Fire Water: Install Backflow Assembly. | 2.00 | EACH | \$34,000.00 | \$68,000.00 |
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| 19 | Domestic Water: Install Backflow Assembly. | 1.00 | EACH | \$22,500.00 | \$22,500.00 |
| 20 | Irrigation Water: Tie Into Existing, Install Backflow Assembly And Stub For Landscaper. Meter By Others. | 1.00 | EACH | \$22,500.00 | \$22,500.00 |
| 21 | Site Concrete: Subgrade, Compact And Place Class II Aggregate Base For Type 3, Type 4 And Type 5 Paving. | 81,700.00 | SF | \$8.70 | \$710,790.00 |
| 22 | Subgrade And Place Class II Permeable For Type 6 Paving. | 6,000.00 | SF | \$4.00 | \$24,000.00 |
| 23 | Subgrade And Place Class II Aggregate Base For Type 7 Paving. | 7,000.00 | SF | \$5.80 | \$40,600.00 |
| 24 | Subgrade For Curb And Flush Curb. | 7,500.00 | LF | \$5.10 | \$38,250.00 |
| 25 | Subgrade And Place Class II Aggregate Base For Curb & Gutter. | 1,140.00 | LF | \$26.00 | \$29,640.00 |
| 26 | Finish Grade Bio Swales, Place Fabric And Crushed Stone. | 13,000.00 | SF | \$3.70 | \$48,100.00 |
| 27 | Shoulder Up New Concrete And Grade Landscape Areas. | 80,000.00 | SF | \$0.60 | \$48,000.00 |
| 28 | Finish Grade Soccer Field. | 60,000.00 | SF | \$0.40 | \$24,000.00 |
| 29 | Subgrade And Place Class II Aggregate Base For Type 1 And Type 2 Paving. | 84,200.00 | SF | \$2.50 | \$210,500.00 |
| 30 | Subgrade And Place Class II Aggregate Base For Off-site Paving At New Walk. | 2,900.00 | SF | \$12.00 | \$34,800.00 |
| 31 | Place Asphalt Concrete In Type 1, Type 2 And Off-Site Paving. Raise Utility Valves And Patch Pave. | 87,100.00 | SF | \$4.30 | \$374,530.00 |
| 32 | Place 2 Applications Of Seal Coat To All New Asphalt, | 1.00 | LS | \$48,000.00 | \$48,000.00 |



1090 St. Francis Way
 P.O. Box 758
 Rio Vista, CA 94571-0758
 (707) 374-6472 Telephone
 (707) 374-6888 Fax
 California State License No. 247178

| | | | |
|--------------------------|--|--------------------|-----------|
| To: | Core Construction | Contact: | |
| Address: | 11601 Blocker Dr Suite 215 Auburn, CA 95603 UNITED STATES | Phone: | |
| Project Name: | Nicholas Elementary School Increment 1 | Bld Number: | |
| Project Location: | 6601 Steiner Drive, Sacramento, CA | Bid Date: | 6/16/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|-------------------------|--|--------------------|------|-------------|------------------------------|
| | Install Striping And Signage. | | | | |
| Total Bid Price: | | | | | <u>\$3,571,913.00</u> |
| 1 | Add Alternate: Subgrade, Place Class II Aggregate Base And Asphalt Concrete In Drop Off Area. | 3,000.00 | SF | \$16.60 | \$49,800.00 |
| 2 | Add Alternate: Lime Treat Building Pads And Access Road With 12"s Of Lime At 4.5 Pounds. Place 4"s Of Aggregate Base On Access Road. | 78,000.00 | SF | \$2.20 | \$171,600.00 |
| 3 | Add Alternate: Place SS1 Oil On Lime Treated Pads. | 60,000.00 | SF | \$0.20 | \$12,000.00 |
| 4 | Add Alternate: Over Excavate Building Pads, Concrete Areas And Paving Areas To A Depth Of 3'. | 203,000.00 | SF | \$0.50 | \$101,500.00 |
| 5 | Deductive Alternate: Leave Spoils In Easment. | 1.00 | LS | \$84,000.00 | \$84,000.00 |
| 6 | Add Alternate: Deep Clean All Asphalt Prior To Sealcoat. | 1.00 | LS | \$29,000.00 | \$29,000.00 |
| 7 | Add Alternate: Install Mirafi 140N Fabric And 4"s Of Class II Aggregate Base, Remove At Completion. | 50,000.00 | SF | \$2.70 | \$135,000.00 |
| 8 | Cost For Grading And Aggregate Base At Track. | 7,100.00 | SF | \$6.00 | \$42,600.00 |

Notes:

- No bonds, permits, fees, testing or engineering included.
- Original lines and grades by others.
- Clear access to be provided by others.
- Not responsible for damage to any utilities not clearly marked by owner.
- No joint trench, footing excavation, backfill or offhaul of spoils generated by others.
- Dust control provided only when Asta Construction is actively engaged in dust causing operations.
- Finished landscape grading, hydroseeding, topsoil, irrigation and planting by others.
- Any item of work not specifically outlined in the above scope of work to be excluded.
- Price is valid for 30 days, any price increases from material suppliers or vendors beyond the control of Asta Construction will be additionally billed at the direct cost of increase. Fuel surcharge will be applied to all trucking rates, if required, at the rate of 1% increase for every \$0.10 per gallon increase. Fuel priced at \$3.50 per gallon at bid date.

Payment Terms:

The above-quoted price constitutes the cash price. If this account has not been paid in full within 30 days from the invoice date add 1.5% interest per month until paid in full. If legal action is required to effect payment on this account customer agrees to pay all court costs and reasonable attorney fees.

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| Address: 11601 Blocker Dr Suite 215 Auburn, CA 95603 UNITED STATES | Phone: |
| | Fax: |
| Project Name: Nicholas Elementary School Increment 1 | Bid Number: |
| Project Location: 6601 Steiner Drive, Sacramento, CA | Bid Date: 6/16/2023 |

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Asta Construction Co., Inc.

Authorized Signature:  _____

Estimator: Geoff Dean
 (707) 249-3562 geoff@astaconstruction.com

Nicholas Inc 1 Descope questions

Earthwork – ASTA

- Confirm what was used or assumed as existing grades? Considering demo work is to be done ahead of earthwork, and not knowing exactly where they will leave the grades.
- Confirm over-ex depth included for both side and buildings? 1', 2', 3'? What is it? Also, if only assumed 1', then what should be a good allowance to recommend to the client and does the value differ depending on the if we're talking about the site vs. the buildings?
- Confirm connections to existing for almost all utilities? Are the connections onsite or off-site, and how much utility connection work was accounted for off-site? Does any of this work need to be included in Inc 2 GMP, or are there any allowances that need to be figured? **All connections figured on-site, will need off-site plans.**
- Confirm storm drain outfall structures are included.
- Confirm if bioretention swale per 9/C7.1.1 is included. **Including pipe, fabric and crushed stone.**
- Confirm amount of Offhaul included and if anything is anticipated for other trades?
- Finished landscape grading is excluded, this might need to be added, or at least coordinated to ensure no scope gaps between earthwork and landscaping.
- Regarding Dust Control, qualification says only while ASTA is engaged in Dust causing operations. We would like ASTA to have dust control while onsite. CORE can plan to account for dust control separately while ASTA is off-site.
- Confirm Construction Water is included? What is general approach? (i.e. Fill Stand / Tower, yard hydrant, etc.)? Do they have all necessary fees or consumption costs included?
- Confirm if trailer yard gravel and lay down is included? What about off-haul of that gravel/rock material? Confirm what is included in the scope, but I believe we anticipated approximately 150,000 SF of gravel for parking and access roads as applicable.
- Confirm if any street sweeping is included.
- Confirm if any water meters are included for either domestic or irrigation.
- Confirm if any bollards are included? Sometimes these are standard details around hydrants, risers, etc. **The plans or detail 4/C7.2.1 do not call out bollards at hydrants.**
- Confirm if parking wheelstops are included.
- Confirm how much piping is included that will connect to water pump per note 88 on C4.2.1. **Stub to building as shown on plans.**
- Confirm SWPPP's/BMP's included. Are the following included: Straw Wattles, Silt Fence, DI Protection, Staging area, Site Access? Is there any phasing included as it relates to these items since phasing/logistics will be everchanging during the course of construction?
- Confirm Signage & Striping. Are there any painted curbs? Are the basketball courts, foursquare, USA Map, Tetherball, Hopscotch, etc. all included?
- Was any dewatering accounted for? **No**

Nicholas crew days

| | |
|-------------------------------------|---------|
| Rough grade site and finish pads | 10 days |
| Site utilities | 70 days |
| Concrete grade and aggregate base | 50 days |
| Grade and aggregate base for paving | 10 days |
| Paving | 4 days |
| Off-site demo | 5 days |
| Misc. grading and rock | 35 days |



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demo, Eathwork, Utilities & Paving

SUBCONTRACTOR

Subcontractor's Firm Name: Asta Construction Co., Inc.

Address: P.O. Box 758, Rio Vista, CA 94571
Mailing Address City State Zip

1090 Saint Francis Way, Rio Vista, CA 94571
Physical Address (if Different) City State Zip

Telephone: 707-374-6472 Fax: 707-374-6888

Contact Name: Geoff Dean Email: geoff@astaconstruction.com

State Contractor's Board No. 247178 Class Type: A

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$3,571,913.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Three million five hundred seventy one thousand nine hundred and thirteen dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1% P&P Bond Value: \$35,719.13

Words: Thirty five thousand seven hundred nineteen dollars and thirteen cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

| ADDENDA | | CLARIFICATIONS | |
|-----------|-------------|----------------|-------------------------|
| No. _____ | Date: _____ | No. <u>1</u> | Date: <u>05/26/2023</u> |
| No. _____ | Date: _____ | No. <u>2</u> | Date: <u>06/05/2023</u> |
| No. _____ | Date: _____ | No. <u>3</u> | Date: <u>06/13/2023</u> |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |

CCIP INSURANCE VALUE

A Contractor Controlled Insurance Program (CCIP) will be provided for this project. Base ("Bid") proposal shall exclude cost for Workers' Compensation, Employer's Liability, General & Excess Liability, and Contractors' Pollution Liability, but shall include automobile liability and insurance for off-site labor and operations. Please provide a cost to include standard insurance in the event the CCIP is no longer required: \$132,000.00

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: W.C. Maloney Scope of Work: Demo CSCB No.: 718243

Name: Tom Mayo Construction Scope of Work: Paving CSCB No.: 388077

Name: Centerline Striping Scope of Work: Seal & Striping CSCB No.: 499345

Name: Western Stabilization Scope of Work: Lime Treatment CSCB No.: 642928



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ 0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE #01 – Student Drop-Off

Description: Student drop-off on east of the site adjacent to Vernace Way

Add Deduct (Circle One) (\$ 49,800.00)

Words: Forty nine thousand eight hundred dollars

ALTERNATE #02 –

Description: Lime treat building pads and access roads

Add Deduct (Circle One) (\$ 156,000.00)

Words: One hundred fifty six thousand dollars



ALTERNATE #03 -

Description: Place SS1 oil on lime treated pads

Add / Deduct (Circle One) (\$ 12,000.00)

Words: Twelve thousand dollars

ALTERNATE #04 -

Description: Over excavate building pads, concrete areas and paaving areas to a depth of 3'-0"

Add / Deduct (Circle One) (\$ 101,500.00)

Words: One hundred and one thousand five hundred dollars

SEE ATTACHED FOR ALTERNATES #05 - #08

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On June 16, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Asta Construction Co., Inc.

By: (Signature): 

(Typed Name): Cynthia Allen

As Its: (Position/Title): Secretary/Treasurer

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

Alternate #05

Description: Leave Spoils in easement.

Deduct: \$12,000.00

Twelve thousand dollars

Alternate #06

Description: Deep clean asphalt prior to sealcoat.

Add: \$29,000.00

Twenty nine thousand dollars

Alternate #07

Description: Install Mirafi 140N and 4"s of aggregate base for staging area, 50,000 SQ FT.

Add: \$135,500.00

One hundred thirty five thousand dollars

Alternate #08

Description: Cost for grading and aggregate base at track.

Cost: \$42,600.00

Forty two thousand six hundred dollars

ASTA CONSTRUCTION

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Rio Vista, CA 94571-0758
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| | | | |
|--------------------------|--|--------------------|-----------|
| To: | Core Construction | Contact: | |
| Address: | 11601 Blocker Dr Suite 215 Auburn, CA 95603 UNITED STATES | Phone: | |
| Project Name: | Nicholas Elementary School Increment 1 | Bid Number: | |
| Project Location: | 6601 Steiner Drive, Sacramento, CA | Bid Date: | 6/16/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|-------------|--------------|
| 1 | Mobilization / Demobilization. | 1.00 | LS | \$21,953.00 | \$21,953.00 |
| 2 | Demo And Off-haul Of Offsite Concrete, Asphalt, Signs And Posts. | 1.00 | LS | \$42,000.00 | \$42,000.00 |
| 3 | Rough Grade Site And Off-haul Excess Dirt And Grass. | 396,000.00 | SF | \$0.50 | \$198,000.00 |
| 4 | Compact And Finish Grade Building Pads.. | 55,000.00 | SF | \$0.50 | \$27,500.00 |
| 5 | Site Sewer: Connect To Existing, Install 4" And 6" Sewer And Stub To Buildings. Camera After Completion. | 2,040.00 | LF | \$80.00 | \$163,200.00 |
| 6 | Site Sewer: Install Sewer Manholes. | 10.00 | EACH | \$7,200.00 | \$72,000.00 |
| 7 | Site Sewer: Install Grease Interceptor. | 1.00 | EACH | \$18,000.00 | \$18,000.00 |
| 8 | Site Storm Drain: Connect To Existing, Install 4" Perf, 6", 8", 24" Perf Storm Drain Line. Camera After Completion. | 4,700.00 | LF | \$81.00 | \$380,700.00 |
| 9 | Site Storm Drain: Install Storm Drain Manholes. | 7.00 | EACH | \$6,500.00 | \$45,500.00 |
| 10 | Site Storm Drain: Install Area Drains. | 39.00 | EACH | \$1,750.00 | \$68,250.00 |
| 11 | Site Storm Drain: Install Drain Inlets. | 37.00 | EACH | \$4,400.00 | \$162,800.00 |
| 12 | Site Storm Drain: Install Storm Drain Filter. | 1.00 | EACH | \$49,000.00 | \$49,000.00 |
| 13 | Fire Water: Connect To Existing, Install 6", 8", 10" Fire Water. | 1,620.00 | LF | \$170.00 | \$275,400.00 |
| 14 | Fire Water: Install Building Fire Risers. | 7.00 | EACH | \$7,500.00 | \$52,500.00 |
| 15 | Fire Water: Install Backflow Assembly. | 2.00 | EACH | \$34,000.00 | \$68,000.00 |
| 16 | Fire Water: Install Fire Hydrants. | 6.00 | EACH | \$8,300.00 | \$49,800.00 |
| 17 | Fire Water: Install FDC, PIV. | 5.00 | EACH | \$15,000.00 | \$75,000.00 |
| 18 | Domestic Water: Tie Into Existing, Install 2", 3", 4" Water And Stub At Buildings. | 1,300.00 | LF | \$97.00 | \$126,100.00 |
| 19 | Domestic Water: Install Backflow Assembly. | 1.00 | EACH | \$22,500.00 | \$22,500.00 |
| 20 | Irrigation Water: Tie Into Existing, Install Backflow Assembly And Stub For Landscaper. Meter By Others. | 1.00 | EACH | \$22,500.00 | \$22,500.00 |
| 21 | Site Concrete: Subgrade, Compact And Place Class II Aggregate Base For Type 3, Type 4 And Type 5 Paving. | 81,700.00 | SF | \$8.70 | \$710,790.00 |
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| 24 | Subgrade For Curb And Flush Curb. | 7,500.00 | LF | \$5.10 | \$38,250.00 |
| 25 | Subgrade And Place Class II Aggregate Base For Curb & Gutter. | 1,140.00 | LF | \$26.00 | \$29,640.00 |
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| 32 | Place 2 Applications Of Seal Coat To All New Asphalt, | 1.00 | LS | \$48,000.00 | \$48,000.00 |



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| Project Location: 6601 Steiner Drive, Sacramento, CA | Bid Date: 6/16/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|--|--------------------|------|-------------------------|------------------------------|
| | Install Striping And Signage. | | | | |
| | | | | Total Bid Price: | <u>\$3,571,913.00</u> |
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| 4 | Add Alternate: Over Excavate Building Pads, Concrete Areas And Paving Areas To A Depth Of 3'. | 203,000.00 | SF | \$0.50 | \$101,500.00 |
| 5 | Deductive Alternate: Leave Spoils In Easment. | 1.00 | LS | \$84,000.00 | \$84,000.00 |
| 6 | Add Alternate: Deep Clean All Asphalt Prior To Sealcoat. | 1.00 | LS | \$29,000.00 | \$29,000.00 |
| 7 | Add Alternate: Install Mirafli 140N Fabric And 4"s Of Class II Aggregate Base, Remove At Completion. | 50,000.00 | SF | \$2.70 | \$135,000.00 |
| 8 | Cost For Grading And Aggregate Base At Track. | 7,100.00 | SF | \$6.00 | \$42,600.00 |

Notes:

- No bonds, permits, fees, testing or engineering included.
- Original lines and grades by others.
- Clear access to be provided by others.
- Not responsible for damage to any utilities not clearly marked by owner.
- No joint trench, footing excavation, backfill or offhaul of spoils generated by others.
- Dust control provided only when Asta Construction is actively engaged in dust causing operations.
- Finished landscape grading, hydroseeding, topsoil, irrigation and planting by others.
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| Project Name: Nicholas Elementary School Increment 1 | Bid Number: |
| Project Location: 6601 Steiner Drive, Sacramento, CA | Bid Date: 6/16/2023 |

ACCEPTED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
Asta Construction Co., Inc.

Authorized Signature:  _____

Estimator: Geoff Dean
(707) 249-3562 geoff@astaconstruction.com



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| | |
|--|--------------------|
| To: Core Construction | Contact: |
| Address: 11601 Blocker Dr Suite 215 | Phone: |
| Auburn, CA 95603 UNITED STATES | Fax: |
| Project Name: Nicholas Elementary SWPPP | Bid Number: |
| Project Location: | Bid Date: |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---------------------------------------|--------------------|------|------------|-------------|
| 1 | Equipment And Labor To Refresh SWPPP. | 5.00 | DDAY | \$2,500.00 | \$12,500.00 |
| 2 | SWPPP Rock | 100.00 | TON | \$56.00 | \$5,600.00 |
| 3 | Straw Wattle. | 500.00 | LF | \$3.15 | \$1,575.00 |

Total Bid Price: \$19,675.00

Notes:

- No bonds, permits, fees, testing or engineering included.
- Original lines and grades by others.
- Clear access to be provided by others.
- Not responsible for damage to any utilities not clearly marked by owner.
- No joint trench, footing excavation, backfill or offhaul of spoils generated by others.
- Dust control provided only when Asta Construction is actively engaged in dust causing operations.
- Finished landscape grading, hydroseeding, topsoil, irrigation and planting by others.
- Any item of work not specifically outlined in the above scope of work to be excluded.
- Price is valid for 30 days, any price increases from material suppliers or vendors beyond the control of Asta Construction will be additionally billed at the direct cost of increase. Fuel surcharge will be applied to all trucking rates, if required, at the rate of 1% increase for every \$0.10 per gallon increase. Fuel priced at \$3.50 per gallon at bid date.

Payment Terms:

The above-quoted price constitutes the cash price. If this account has not been paid in full within 30 days from the invoice date add 1.5% interest per month until paid in full. If legal action is required to effect payment on this account customer agrees to pay all court costs and reasonable attorney fees.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Asta Construction Co., Inc.

Authorized Signature:  _____

Estimator: Geoff Dean
(707) 249-3562 geoff@astaconstruction.com



B&M Builders, Inc.
11330 Sunrise Park Drive, Suite C
Rancho Cordova, CA 95742
P: 916-638-8626
F: 916-352-6944
Email: Estimating@BM-Builders.com

| | |
|--|--|
| Job Name: Nicholas ES Address: Florin, CA Prevailing Wage: No Date: 6/16/23 | Proposal To: CORE Co Attention To: Jamie Kale |
|--|--|

| | |
|---|--|
| Quote created by: Seth Maxey & Estimating Team <i>If you have any questions or concerns please reach us at:</i> Estimating@bm-builders.com Office: 916-638-8626 | CA Lic No: 861848 CA Lic Class: A, B, C8, C10, C12, C20, C27, C31 CA Lic Exp: 7/31/23 DIR No: 1000003277 DIR No Exp: 7/1/2023 SBE No: 1139120 |
|---|--|

| Products & Services | Price |
|---|---------------------|
| Asphalt Pave Only Spray SS-1 tack oil to the vertical edges prior to paving. Furnish and install new ½" hot mix asphaltic concrete 3 inches in compacted depth up to 32,773 Square Feet, and 4 inches in compacted depth up to 48,991 Square Feet onto graded and compacted subgrade and AB grade by OTHERS. 1 mobilization included. This proposal is bid off plan page C5.1.1 from plans dated 5/15/23. | \$223,384.00 |
| \$223,384.00 | |



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Purchase Terms

* Any additional mobilization required will be billed as \$5,500.00 each.

***Proposal Notes:**

1 mobilization = 1 move-in and move-out of equipment for single or consecutive days of work. Should we have to de-mobilize equipment then re-mobilize for continued work, an additional mobilization fee will apply.

*Oil Surcharges for this proposal are based on a current liquid asphalt rack price of \$685.00 for performance grade 64-10.

*An increase of \$1.50/ton for every \$10.00 increase in liquid asphalt will be reflected in your final billing for all asphalt products at the time you pave.

If AB5 is to take effect in the trucking industry, trucking prices will increase by \$40.00 - \$50.00 per hour depending on location.

Initials:_____



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| <p>Job Name: Nicholas ES</p> <p>Address: Florin, CA</p> <p>Prevailing Wage: No</p> <p>Date: 6/16/23</p> | <p>Proposal To:</p> <p>CORE Co</p> <p>Attention To:</p> <p>Jamie Kale</p> |
|---|---|

Exclusions

The following items are EXCLUDED from this proposal unless specified in Quote: Traffic Control, Night/Weekend Work, Layout, Construction Staking/Surveying, SWPPP/Water Pollution Control, Utility Locating Service, Phasing, Fees & Permits, Builder's Risk Insurance, Professional Liability Insurance, Bonds, Installation of Temporary Construction Fencing, Removal or Reinstallation of Temporary Construction Fencing for Access to our Work Area, Porta Potty, Light Towers/Carts, Mock-Ups/Test Panels/Test Strips, Concrete Washout Area, Compaction Testing, Concrete Slump Testing, Dewatering, Protection of Work-Site, Trench Plates, Clearing & Grubbing, Soil Sterilant, Herbicide, Root Barrier, Saw-Cutting, Demolition and Removal, Lime Treated/Cement Treated Soil Subgrade Excavation, Rock Excavation, Cut/Fill or Off haul/Import of Soils, Earthwork, Grading & Compaction of Soil Subgrade, Lime Treating or Cement Treating of Soil Subgrade, AB/Aggregate Base Rock (Placement/Grading/Compaction), Stamped/Stained/Colored Asphalt or Concrete, Drill/Dowel/Epoxy into Existing Concrete, Rebar in Concrete, Joint Filler, All Joint Sealing, Trench Drains, Header Board, Paving Fabric (Unless Specifically Stated as Included), Crack Filling or Sealing, Prime Coat, Pressure Washing of Parking Lot Prior to Seal Coat Application, Seal Coat, Fog Seal, Slurry Seal, Striping, Signage, Bollards, HMA Dike, PLA (Project Labor Agreement), Skilled & Trained Workforce Requirement (Only applies to public works school district projects because B & M Builders, Inc is a Non-Union company), Labor Agreements, Enrollment into UCIP, OCIP & CCIP, DOJ Background Check/Fingerprinting Employees.

Inclusions & Exclusions

- 1) PRICE ESCALATION: Buyer acknowledges that national and regional supply shortages for the new raw material necessary for the production and delivery of the material may occur and that the prices for oil and fuel as well as liquid asphalt, aggregate and cement may increase during the term of the Contract/Proposal. In the event that B & M Builders, Inc. incurs cost increase(s) in the purchase price of material to be supplied or delivered under the Contract/Proposal, then the Buyer and B & M Builders, Inc. shall negotiate any material not delivered to Buyer as of the date of the termination.
- 2) If soft subgrade is encountered or the concrete or asphalt removed is thicker than specified and new base rock is needed it will be billed as follows: Soft Subgrade - Remove to a depth of approx. 1' place geo grid, backfill, and compact class 2 AB - \$185.00/cubic yard. Thicker concrete or asphalt - Remove existing and replace with class 2 AB - \$225.00/cubic yard.



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- 3) When the pavement to be removed by Contractor is thicker than the specified depth, additional charges will apply and the work will be stopped until a field order or change order are executed.
- 4) When the area to be paved has drainage slope less than 1.25%, B & M Builders, Inc. will not be responsible for any bird baths (puddles), which may occur.
- 5) Contractor bears no responsibility for raveling of feathered edges.
- 6) The performance and/or longevity of crack filler not warrantied.
- 7) Additional, unforeseen work shall be priced on a separate contract change order prior to the start of such work. In the event the change order amount cannot be readily determined, the work will be performed on a time and material basis using actual rates; with a surcharge for labor (26%), plus a markup of 25% for overhead and profit. Materials, equipment and hauling will have a markup of 15%.
- 8) When others have prepared the underlying sub-grade, B & M Builders, Inc. will not be responsible for any future failure of the new asphalt concrete surfacing due to compaction problems/settlement of the sub-grade. Owner understands if the underlying sub-grade consists of highly expansive soil, subsequent (after paving) reflective cracking may also occur. No structural or drainage warranty is expressed or implied if sub-grade or AB grade is performed by others. Asphalt paving mirrors the subgrade it is placed on. We are not responsible for slopes, grade changes, bumps, or depressions if we did not perform the underlying grades.
- 9) No testing, permits, QA/QC Plans, inspections, or fees by Contractor.
- 10) No prime or fog seal by Contractor. No sterilization included by Contractor, unless specified in Contract/Proposal.
- 11) No notification of owners or agencies affected by the work.
- 12) No storm water pollution prevention.
- 13) No adjustment of existing utilities or boxes.
- 14) In case of an overlay, no removal or roughening of existing markings or markers. No removal of existing vegetation.
- 15) No cleaning of tack oil or tire marks from existing surfaces from trucks or equipment used to place and compact AC.
- 16) No tree trimming.
- 17) No installation of pavement markings, temporary or permanent.
- 18) No planter backfill, all landscape grading, excavating, filling, import/export by Contractor is excluded.
- 19) Underground utility or structural spoils generated by others shall be removed by others before Contractor commences work.
- 20) Trench compaction for utilities installed by others shall be the responsibility of others.
- 21) Surveying and Staking must be performed by others.
- 28) All concrete, except extruded curbs, must be installed prior to base and paving work and must have ten (10) day cure time. Otherwise, B & M Builders, Inc. will not be responsible for any damage.



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|---|---|

- 22) Payment and/or Performance bond not included unless specifically stated in proposal. Full cost of bonds to be paid for by owner or GC. If required, 1.25% bond cost or \$500 minimum will apply, whichever is greater. Please call for more information.
- 23) One move-in mobilization, for each element of work. Additional move-ins caused by delay or other factors beyond the control of Contractor shall be assessed at the rate specified.
- 24) Governmental inspection, if required, to be scheduled by General Contractor or Owner.
- 25) Sub-grade to be provided within +/-0.1' (+/-1/10th of a foot). Quantities of cut and fill are assumed to balance.
- 26) Substantial commencement of work pursuant to the contract shall mean move-in of labor and/or equipment.
- 27) Final payment is to be determined by the actual quantities installed at the respective unit price. However, for items that decrease in quantity by 25% or less, the bid quantity will be the invoice amount. For item decreased of more than 25%, the unit price will be re-negotiated.
- 28) No traffic control, including plans, flagging, signs, attenuator trucks/trailers, posting of no parking signs, barricades, and notifications.
- 29) No removal of items from work area including towing vehicles in work area if necessary the cost of towing to be paid by owner.
- 30) The bid/proposal submitted by B & M Builders, Inc. lists specific items of work. Any work not listed is excluded from this bid.
- 31) Contractor's proposal has items for rough subgrade and final subgrade. Any additional grading caused by others, i.e., underground, electrical, building utilities, concrete, etc. will be invoiced on a time and materials basis. Stockpiled dirt generated by others shall be removed on a T & M basis.
- 32) B & M Builders, Inc. accepts no financial responsibility in the event that the scheduled start date is delayed due to factors beyond our control. These factors include, but are not limited to: material shortages, plant breakdowns, trucking shortages or equipment breakdowns.
- 34) B & M Builders, Inc. will not accept any responsibility for damage to project unless a "Punch List" is presented within ten (10) days of completion of our work and the damage was the fault of B & M Builders, Inc.
- 35) In the case of a single lump sum contract, any alteration or deviation from the bid items involving extra work and/or extra cost of material or labor will only be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing and signed by a person with apparent authority of or who is an agent of contracting party. No change orders are necessary if the contract is a unit price (per ton, per square foot, etc.) contract.
- 36) Cleaning of existing parking lot before asphalt sealcoat is placed includes only broom or blower. No oil spot removal, or treatment is included unless otherwise specified in proposal.
- 37) Retention MUST be paid within 90 days of completion of our work.



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- 38) If any new or existing utility boxes are placed to asphalt grade prior to paving, B & M Builders, Inc. is not responsible for any damage incurred during paving.
- 38) All concrete work comes with a 1 year warranty against structural defects, cracks larger than the width of a nickel shall be considered structural. No warranty against hairline cracks.
- 39) For ADA Work ONLY: B & M Builders, Inc. accepts no responsibility for any ADA Compliance work on existing parking lots without an engineered drawing (prepared by others). Asphalt ADA stalls installed by B & M Builders, Inc. must be checked for compliance and signed off before we leave the site. Stalls can not be parked or driven on for a MINIMUM of 10 days after installation. Asphalt is a flexible pavement and does move/shift throughout it's life. B & M Builders, Inc. can not be held responsible for the pavement moving or shifting and creating areas in the stall that are out of compliance after we have had them signed off by owner, GC or a representative of either.

This is a Contract/Proposal for the work as outlined. If this Contract/Proposal is agreeable to the recipient please sign two copies and mail both copies back along with accurate billing information and a contact phone number to B & M Builders, Inc. at the address listed on page 1. B & M Builders, Inc. will sign one copy and send it back. By signing this Contract/Proposal, the signing parties are hereby accepting and incorporating the inclusions and exclusions of this proposal. Once signed by both parties this Contract/Proposal shall be considered complete and enforceable. We are an open shop, Non-Union, and will not sign any subcontract requiring B & M Builders, Inc. to sign or be bound to any collective bargaining agreement and will complete all of our work on a non-union basis. If this proposals work is subject to acceptance of a subcontract, review and acceptance of said contract must comply with our Contract/Proposal.

Name: _____
Title: _____

Signature: _____
Date: _____

June 19,2023

Re: **Nicolas Elementary School**
Sacramento, CA
GBI Est. #MC23-0186

Goodfellow Bros. California, LLC, is pleased to provide the following proposal for work at the above referenced project. Our bid is based on the following documents:

- ❖ Unapproved Increment 1 construction drawings prepared by HMC architect dated 05/15/2023
- ❖ Civil drawings sheets C0.0.1 – C7.2.1
- ❖ MPE geotechnical report dated December 16,2023, revised February 28,2023 MPE report no. 06034-01
- ❖ Clarifications 1,2,3

Pricing is based on current fuel rates, material pricing, and trucking are based on current pricing at bid time. Increases due to the volatility in the market will be billed as extra work accordingly. i.e. fuel escalations, material escalation, surcharges, energy surcharges. Current rack rate for liquid asphalt at bid time is \$670

Please see the clarifications and exclusions below for additional information related to this proposal. Pricing at this time is based on award of all items, please call to discuss what items to be broken out.

- Pricing is based on one mobilization, additional mobilizations or phasing to be done on T&M or agreed price.
 - GBI operations/activities are to be done with full access and available to our work area.
 - (1) Rough grade
 - (2) Fine grade
 - (2) AB placement
 - (2) AB finishing
 - (2) Paving
- Alternate pricing is based on concurrent work with base bid work, no additional mobilizations.

(See Attached Breakdown for SOV)

INCLUSIONS

Traffic Control

- Includes (2) plan sheets for traffic control plans
- Includes set up road work ahead signs, shoulder closed signs and delineators for our work.
- Excludes PCMS boards, arrow boards.
- Excludes flagging.

Construction Gravel SWPPP entrance

- Includes 50x20 gravel construction entrance with fabric
- Excludes maintenance or any other SWPPP measures.
- Excludes metal grates

Rough grade / over-excavate eastern Portion of site 2'

- Rough grade site to elevations shown on plans.
- Pricing is based on cut soils – 6,000 CY
- Estimated site spoils 4,500 cy. (1,700 wet utility spoils, 1,100 building spoils)

- GBI will use site spoils to balance site. Spoils to be left in clean pile, no contamination.

- Over excavate soils encountered in the eastern portion of site (existing grasses) 2' from existing grade and scarify 12" and re-compact.
 - **ADDITIVE: per soils report "sub-excavations 1'-3' should be anticipated"**
 - **Includes removal of 12" from existing conditions after removal.**
 - **This item is based on cubic yard price and will be measured in the field to determine exact yardage over excavated.**

Finish Building Pad

- Finish building pad to one flat elevation shown on sheets C2.1.1, C2.2.1, C2.3.1, C2.4.1
 - FF elevations are to be once continuous plane.
 - Excludes any interior wall backfill, stage backfill, foundation backfill.
- Compact for pad grade certification, certification by others.

Import soils

- Import is based on Tringle Rock products in Sacramento
 - Savings may be available in site adjustment of grades, or placement at alternate 3 location.
 - Additional site soils to be done on T&M.

Sewer

- SDR 35 with crushed rock bedding and native backfill
- Service to be stubbed 5' to the building, connection by others.
- Testing included

Storm

- SDR35/HDPE with crushed rock bedding and native backfill
- Catch basing within curbs to be set 1.00' finish grade, frame and grates to be set by others.
- Drain inlets and area drains will be set to finish grade at time of initial with grates. Protection of inlets by others.
- Crushed rock around subdrain, bioswale mix is excluded
- Rain leaders are excluded - ADD \$35,000 if we are to make connections.
- Testing is included

Water

- PVC 900 with sand bedding and native backfill
- Automatic sprinkler riser to be installed to 6" above finish floor.
- Location to be provided by others.
 - Exclude fire shop drawings.
- Meter idlers to be installed in meter boxes, meters by others.
- Domestic and irrigation stubs to be stubbed within 5' of building. Connection by others.
- No details provided for offsite water connections. It is assumed to be a hot tap on a 10" main.
- Tamper switches at detector check valves are included, conduits by others.
- Blankets and/or cages for backflow preventors are included.
- No gate valves are show. Alternate pricing is provided
- Testing is included and will require a point of discharge to be provided within 150 feet of a blow off point for the water system. It is assumed that our temporary backflow device can be placed outside of the roadway.

Fine Grade

- Grade for asphalt areas, vertical curb, curb & gutter, sidewalks, ramps, stairs, decomposed granite pathway, synthetic turf areas, landscape areas.
 - Landscape areas are to be left 2" from top of curb.

Aggregate Base

- To be Caltrans ¾" class II AB
- Placed at the thickness describe on the paving plan sheet C5.1.1
 - **Exclude AB under decomposed granite pathway**
- 12" permeable rock at Bio Basins
- 4" permeable rock at synthetic turf areas
- 6" stabilized decomposed granite as shown on plans.

Pavement

- To be Caltrans ½" HMA PG64-16
- Basketball court to be 3/8" HMA PG 64-16.
- To be placed at thickness per plan sheet C5.1.1
 - Pricing is based on current AC rack oil.
- Excludes track coat between lifts.

Alternate 1: Student drop off Vernace Way

Rough grade

- Rough grade for new structural sections.

Fine grade

- Grade for asphalt areas, vertical curb, curb & gutter, sidewalk.
- Includes subgrade preparation only.
- Excludes demolition of asphalt, concrete, etc.

Aggregate Base

- To be Caltrans ¾" class II AB
- Placed at the thickness describe on the paving plan sheet C5.1.1

Hot Mix Asphalt

- To be Caltrans ½" HMA PG64-16
- To be placed at thickness per plan sheet C5.1.1
 - Pricing is based on current AC rack oil

Alternate 2: Electrical Trenches - DIG AND BACKFILL

- Pricing includes excavation for electrical trenches 3'x3'
- Includes 2" sand bedding
- Backfill with 6" sand and native backfill.
- Pricing is based on continuous operation, additional costs to be tracked T&M for any phasing.

Alternate 3: Place additional 2" aggregate on fire road

- Pricing includes placing additional 2" on concrete fire road for site logistics access.
- Includes removal of 2" contaminated base and place onsite.

EXCLUSIONS

1. All bonds, fees, permits, engineering, monitoring, survey/staking and testing.
2. Testing, removal and handling of contaminated, hazardous or buried materials.
3. Detour/ haul route plans
4. Water diversion or bypassing

5. Removal, abandonment or relocation of existing utilities.
6. Tile drains or underground structures removal
7. Dust control or sweeping when our crews are not physically working on the site, such as after normal working hours and weekends.
8. **Demolition, of any kind.**
9. Capping, removing, sealing or abandoning of existing wells.
10. Removal, disposal and backfill of irrigation lines.
11. Over-excavation or removal/replacement of undocumented fills. Other than noted in inclusions.
12. Footings, piers, wall excavation.
13. Import of topsoil.
14. Bio swale media or soils
15. Dewatering, ground water handling/removal or sub-drain system.
16. Rock, vapor barrier or sand at building pads.
17. Soil sterilization, prime coat, fog seal, seal coat and slurry seal.
18. Landscaping
19. Anti-graffiti coating or removal of graffiti
20. Adjusting or patching of new or existing utility iron and trenches.
21. Repairs to existing pavement and streets due to construction traffic.
22. Header boards or edging.
23. Erosion control, SWPPP, BMP's (installation, maintenance, monitoring or removal).
24. Rip Rap
25. Irrigation Sleeves
26. Traffic control and barricades for work by others.
27. Rock excavation
28. Subgrade stabilization, geotextiles, fabrics and over-excavation of "soft" or unstable areas.
29. Lime treatment or chemical stabilization.
30. Winter maintenance, such as pumping rainwater and constructing temporary roads.
31. Shoring, bracing or protection of existing structures.
32. Construction of bio-swales (i.e., import material, bio-media soils-, sod and landscape).
33. Supply or installation of moisture/root barriers.
34. Tarping of loads.
35. Loading, moving and placing boulders and large rocks that cannot be placed in the fill areas. Boulders and large rocks will be moved outside of the work area.
36. Mailbox pads, hydrant pads, overland release concrete.
37. Root barriers and sleeves
38. Concrete Handwork/gaps caused by others will be done on T&M
39. Landscaping
40. Walls

CLARIFICATIONS

1. If the actual conditions of the Project differ materially from those depicted or represented in the bid documents, geologic report, or other data provided to Goodfellow by Owner, Goodfellow reserves the right to submit revised pricing to account for such differences.
2. GBI requires 48 hours notice prior to starting any work in order to notify Underground Service Alert (USA). All privately owned utilities will need to be located by others.
3. GBI is not responsible for unforeseen conditions not reasonably identifiable or apparent within the reports provided by owner.
4. One move-in rough grade site, one move-in sitework fine grade, one move in for AB placement and finishing, one move-in AC paving.
5. Clear, unobstructed and continuous access in each phase of work.
6. Any phasing of work will result in additional costs.

7. Any overtime or weekend work requested will result in additional costs. Pricing based on 40HR work week.
8. Any work requested to be done in bad weather or wet conditions will result in additional costs.
9. There will be no repairs of damage by others at our expense without prior notification to GBI.
10. Pricing does not include impacts related to AB5, which may significantly impact trucking costs. These costs cannot be determined at this time due to the uncertainty within the bill.
11. Aggregate base (AB) used in this proposal may contain recycled material which may include concrete and/or asphalt. These types of materials may contain substances with Environmental Screening Levels (ESL) regulated by the Regional Water Quality Control Board (RWQCB), or Department of Toxic Substance Control (DTSC). GBI does not include testing, sampling or screening costs. If virgin aggregate base is required, all additional costs will be considered as extra work.
12. Discing the site and placing the disced material in the fill areas.
13. If included in our proposal, the fog seal or seal coat will be applied immediately after paving.
14. GBI uses standard construction equipment and is not responsible for any damage due to vibrations or any other reason.
15. Material that cannot be efficiently ripped with standard earthmoving equipment will be handled on a "time and material basis".
16. **This proposal is based on construction water being available from an onsite source, such as a fire hydrant. No provision for water rationing, (i.e., inflated water rates, non-potable water from sewer plants, etc.).**
 - a. **GBI will provide water for its sole use.**
17. All export material will require a non-toxic or non-hazardous letter from the Owner.
18. Export of excess soils is based on conditions at the dump site that are acceptable to the receiving party for access and quality control (compaction).
19. Exported soil is assumed to be suitable for unrestricted reuse at the receiving site and meet the environment screening levels (ESLs) for residential reuse per the criteria established by the California Regional Water Control Board - SF Bay Region. Owner to provide all necessary soil sampling and analysis requested by soil reuse site. Additional reports may be required by the owner (i.e., Soil Management Plan (SMP), Health and Safety Plan (HASP), etc.).
20. The cost for AC is based on the current liquid asphalt rack price \$810/LT. The contract will need to be adjusted if the cost of liquid asphalt increases on the day the site is paved. For Every \$10 increase in rack rate AC price will go up by \$0.60 per ton.
21. Participation in any Wrap-up (OCIP, CCIP, or CIP) Insurance program is subject to review of the actual policy, including all attachments and endorsements applicable to this project, or any other projects to which this program may apply. The insurance credit will not exceed our insurance policy premium. Any credits will be for primary CGL coverage only (excess liability or any other coverage credits do not apply). In no event shall our contribution to a self-insured retention or deductible under a Wrap-up program exceed our GL policy deductible.
22. This proposal is NET of any OCIP deductions. No further deducts will be allowed for the OCIP. Enrollment and any associated cost of OCIP enrollment shall be added to proposal.
23. Pricing does not include contingencies for delays/impacts caused by Owner/General Contractor. By acceptance of this proposal, Owner/General Contractor agrees it will modify the contract to provide any necessary adjustments in schedule and price to compensate for any cost and schedule impacts resulting from Owner/General Contractor-caused delays or impacts.
24. Extra work will be performed on a lump sum or T&M basis. For non-T&M extra work, shall be 15% on self-performed work and 10% on work performed by Goodfellow's subcontractors and supplies.
25. This proposal is based on utilizing a combination of GPS technology and standard construction staking. We will require five control points and a complete CAD file.
26. If this proposal is accepted, we will participate in constructing an agreeable schedule.
27. Release of retention to be within 30 days of completion of our work. This applies even if the work has not been accepted by the governing agency, if such delay is no fault of GGBI.
28. Extra work to be performed at a fixed price, or time and materials based on the current GBI rates.
29. Contract language is subject to review and approval prior to proceeding with work. This proposal shall be made a part of any subsequent contract.
30. This proposal remains in effect for 30 days.

Goodfellow Bros. California, LLC, appreciates the opportunity to bid your project. Please contact me should you have any questions.

Sincerely,

Michael Cauthorn

Estimator

209-480-6033

MichaelCa@goodfellowbros.com

Goodfellow Bros. California, LLC,

06/19/2023

17:47

MC23-0186

NICOLAUS ES 6.19.23

*** Michael Cauthorn

BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|---------------------------|---|-----------------|--------------|-------------------|------------------|
| GRADING / PAVING | | | | | |
| 1 | MOBILIZATION | 1.000 | LS | 75,000.00 | 75,000.00 |
| 2 | TRAFFIC CONTROL | 1.000 | LS | 7,500.00 | 7,500.00 |
| 3 | CONSTRUCTION ENTRANCE | 2.000 | EA | 5,000.00 | 10,000.00 |
| 4 | PRE COMPACT FILL AREAS | 360,000.000 | SF | 0.15 | 54,000.00 |
| 5 | CUT TO FILL (ONSITE SOILS) (2,800CY SPOILS) | 8,500.000 | CY | 6.00 | 51,000.00 |
| 6 | OVER EXCAVATE EASTERN GRASSES 2' | 13,400.000 | CY | 6.00 | 80,400.00 |
| 7 | IMPORT | 3,700.000 | CY | 25.50 | 94,350.00 |
| 8 | FINISH (9) BUILDING PADS - BLD A,B,C,D,E,F | 56,850.000 | SF | 0.40 | 22,740.00 |
| 9 | FINE GRADE - ASPHALT AREAS | 79,600.000 | SF | 0.80 | 63,680.00 |
| 10 | FINE GRADE - WALKWAYS | 78,450.000 | SF | 1.00 | 78,450.00 |
| 11 | FINE GRADE CURBS | 7,735.000 | LF | 4.00 | 30,940.00 |
| 12 | FINE GRADE - TRACK & FIELD | 64,940.000 | SF | 0.80 | 51,952.00 |
| 13 | FINE GRADE - BIO RETENTION BASINS | 24,200.000 | SF | 1.25 | 30,250.00 |
| 14 | PLACE 12" PERMEABLE ROCK AT BASINS | 24,200.000 | SF | 1.75 | 42,350.00 |
| 15 | FINE GRADE - LANDSCAPE AREAS | 57,075.000 | SF | 0.65 | 37,098.75 |
| 16 | PLACE/COMPACT/FINISH - 4" AGGREGATE BAS | 64,690.000 | SF | 2.20 | 142,318.00 |
| 17 | PLACE/COMPACT/FINISH - 6" AGGREGATE BAS | 20,400.000 | SF | 2.75 | 56,100.00 |
| 18 | PLACE/COMPACT/FINISH - 6.5" AGGREGATE BA | 33,000.000 | SF | 2.85 | 94,050.00 |
| 19 | PLACE/COMPACT/FINISH - 10" AGGREGATE BA | 46,600.000 | SF | 3.80 | 177,080.00 |
| 20 | PLACE/COMPACT/FINISH 4" CLASS II PERMEAB | 13,175.000 | SF | 3.15 | 41,501.25 |
| 21 | PLACE/COMPACT/FINISH 6" DECOMPOSED GRAN | 2,300.000 | SF | 14.50 | 33,350.00 |
| 22 | PLACE 3" ASPHALT PAVING | 33,000.000 | SF | 2.25 | 74,250.00 |
| 23 | PLACE 4" ASPHALT PAVING | 46,600.000 | SF | 3.00 | 139,800.00 |
| SUBTOTAL GRADING / PAVING | | | | | \$1,488,160.00 |
| STORM | | | | | |
| 24 | 24" SDDI | 22.000 | EA | 2,525.00 | 55,550.00 |
| 25 | 24" SDDI (W/FLOWGAURD & TRASH SCREEN) | 7.000 | EA | 4,450.00 | 31,150.00 |
| 26 | APPARATUS DRAIN INLET | 3.000 | EA | 1,925.00 | 5,775.00 |
| 27 | 24X24 CURB INLET | 3.000 | EA | 3,750.00 | 11,250.00 |
| 28 | 4" SD CLEAN OUT | 6.000 | EA | 1,450.00 | 8,700.00 |
| 29 | 6" SD CLEAN OUT | 2.000 | EA | 1,500.00 | 3,000.00 |
| 30 | 8" SDCO | 3.000 | EA | 1,800.00 | 5,400.00 |
| 31 | 6" SDAD | 34.000 | EA | 1,575.00 | 53,550.00 |
| 32 | 8" SDAD | 5.000 | EA | 1,700.00 | 8,500.00 |
| 33 | STORM DRAIN MANHOLE | 6.000 | EA | 6,000.00 | 36,000.00 |
| 34 | CONTECH STORM FILTER | 2.000 | EA | 57,215.00 | 114,430.00 |
| 35 | 8" OUTFALL | 2.000 | EA | 2,000.00 | 4,000.00 |
| 36 | 4" PERF SUB DRAIN | 627.000 | LF | 53.00 | 33,231.00 |
| 37 | 6" STORM DRAIN | 778.000 | LF | 81.00 | 63,018.00 |
| 38 | 8" STORM DRAIN | 3,000.000 | LF | 83.25 | 249,750.00 |
| 39 | 24" PERF SUB DRAIN | 480.000 | LF | 112.50 | 54,000.00 |
| SUBTOTAL STORM | | | | | \$737,304.00 |
| SEWER | | | | | |
| 40 | CTE SS STUB | 1.000 | EA | 1,000.00 | 1,000.00 |

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 *** Michael Cauthorn

BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|----------------------------|---------------------------------------|-----------------|--------------|-------------------|------------------|
| 41 | 6" SSCO | 15.000 | EA | 1,450.00 | 21,750.00 |
| 42 | SANITARY SEWER MANHOLE | 10.000 | EA | 9,750.00 | 97,500.00 |
| 43 | 750 GAL GREASE INTERCEPTOR | 1.000 | EA | 17,000.00 | 17,000.00 |
| 44 | 6" SEWER | 1,980.000 | LF | 72.50 | 143,550.00 |
| 45 | 4" SEWER | 95.000 | LF | 69.00 | 6,555.00 |
| SUBTOTAL SEWER | | | | | \$287,355.00 |
| FIRE WATER | | | | | |
| 46 | 8" FW CONNECT TO (E) (SIZE UNKNOWN) | 2.000 | EA | 13,000.00 | 26,000.00 |
| 47 | 10" DOUBLE DETECTOR CHECK ASSEMBLY | 2.000 | EA | 34,000.00 | 68,000.00 |
| 48 | FDC, PIV, & CHECK VALVE ASSEMBLY | 5.000 | EA | 14,000.00 | 70,000.00 |
| 49 | FIRE HYDRANT ASSEMBLY | 6.000 | EA | 17,500.00 | 105,000.00 |
| 50 | 6" FIRE RISER | 7.000 | EA | 5,550.00 | 38,850.00 |
| 51 | 8" FIRE WATER (OFFSITE) | 58.000 | LF | 341.00 | 19,778.00 |
| 52 | 10" FIRE SERVICE | 1,594.000 | LF | 135.00 | 215,190.00 |
| 53 | 6" FIRE SERVICE | 960.000 | LF | 112.00 | 107,520.00 |
| 54 | 8" WATER | 176.000 | LF | 115.00 | 20,240.00 |
| SUBTOTAL FIRE WATER | | | | | \$670,578.00 |
| DOMESTIC WATER | | | | | |
| 55 | 4" W CONNECT TO (E) (SIZE UNKNOW) | 1.000 | EA | 8,575.00 | 8,575.00 |
| 56 | 4" DOMESTIC WATER METER | 1.000 | EA | 19,250.00 | 19,250.00 |
| 57 | 4" DOMESTIC BACKFLOW | 1.000 | EA | 12,300.00 | 12,300.00 |
| 58 | 4" DOMESTIC WATER (OFFSITE) | 58.000 | LF | 230.00 | 13,340.00 |
| 59 | 4" DOMESTIC WATER | 1,756.000 | LF | 57.00 | 100,092.00 |
| 60 | 3" DOMESTIC WATER | 175.000 | LF | 53.00 | 9,275.00 |
| 61 | 2" DOMESTIC WATER | 85.000 | LF | 51.00 | 4,335.00 |
| SUBTOTAL DOMESTIC WATER | | | | | \$167,167.00 |
| IRRIGATION WATER | | | | | |
| 62 | 4" IRR CTE (SIZE UNKNOWN) | 1.000 | EA | 8,575.00 | 8,575.00 |
| 63 | 4" IRRIGATION WATER METER | 1.000 | EA | 19,250.00 | 19,250.00 |
| 64 | 4" IRRIGATION BACKFLOW | 1.000 | EA | 12,300.00 | 12,300.00 |
| 65 | 4" IRRIGATION (OFFSITE) | 58.000 | LF | 230.00 | 13,340.00 |
| SUBTOTAL IRRIGATION WATER | | | | | \$53,465.00 |
| STRIPING SIGNAGE SEAL COAT | | | | | |
| 66 | STRIPING - PARKING,PLAYGROUND,SIGNAGE | 1.000 | LS | 78,350.00 | 78,350.00 |
| 67 | 2 COAT SEAL COAT | 83,000.000 | SF | 0.50 | 41,500.00 |

June 23,2023

Re: **Nicolas Elementary School**
Sacramento, CA
GBI Est. #MC23-0186A

Goodfellow Bros. California, LLC, is pleased to provide the following proposal for work at the above referenced project. Our bid is based on the following documents:

- ❖ Unapproved Increment 1 construction drawings prepared by HMC architect dated 05/15/2023
- ❖ Civil drawings sheets C0.0.1 – C7.2.1
- ❖ MPE geotechnical report dated December 16,2023, revised February 28,2023 MPE report no. 06034-01
- ❖ Clarifications 1,2,3

Pricing is based on current fuel rates, material pricing, and trucking are based on current pricing at bid time. Increases due to the volatility in the market will be billed as extra work accordingly. i.e. fuel escalations, material escalation, surcharges, energy surcharges. Current rack rate for liquid asphalt at bid time is \$670

Please see the clarifications and exclusions below for additional information related to this proposal. Pricing at this time is based on award of all items, please call to discuss what items to be broken out.

- Pricing is based on one mobilization, additional mobilizations or phasing to be done on T&M or agreed price.
 - GBI operations/activities are to be done with full access and available to our work area.
 - (1) Rough grade
 - (2) Fine grade
 - (2) AB placement
 - (2) AB finishing
 - (2) Paving
- Alternate pricing is based on concurrent work with base bid work, no additional mobilizations.

(See Attached Breakdown for SOV)

INCLUSIONS

Traffic Control

- Includes (2) plan sheets for traffic control plans
- Includes set up road work ahead signs, shoulder closed signs and delineators for our work.
- Excludes PCMS boards, arrow boards.
- Excludes flagging.

Construction Gravel SWPPP entrance

- Includes 50x20 gravel construction entrance with fabric
- Excludes maintenance or any other SWPPP measures.
- Excludes metal grates

Rough grade / over-excavate eastern Portion of site 2'

- Pricing is based on BidPackage 1 topographic site survey, with removal of 6" material at existing surfacing areas.
- Rough grade site to elevations shown on plans.
- Pricing is based on cut soils – 6,000 CY

- Estimated site spoils 4,500 cy. (1,700 wet utility spoils, 1,100 building spoils)
 - GBI will use site spoils to balance site. Spoils to be left in clean pile, no contamination.

- Over excavate soils encountered in the eastern portion of site (existing grasses) 2' from existing grade and scarify 12" and re-compact.
 - **ADDITIVE: per soils report "sub-excavations 1'-3' should be anticipated"**
 - **Includes removal of 12" from existing conditions after removal.**
 - **This item is based on cubic yard price and will be measured in the field to determine exact yardage over excavated.**
- Pricing is based on any utilities or subsurface structures to be compacted 90% prior to GBI operations.

Finish Building Pad

- Finish building pad to one flat elevation shown on sheets C2.1.1, C2.2.1, C2.3.1, C2.4.1
 - FF elevations are to be once continuous plane.
 - Excludes any interior wall backfill, stage backfill, foundation backfill.
- Compact for pad grade certification, certification by others.

Import soils

- Import is based on Tringle Rock products in Sacramento
 - Savings may be available in site adjustment of grades, or placement at alternate 3 location.
 - Additional site soils to be done on T&M.

Sewer

- SDR 35 with crushed rock bedding and native backfill
- Service to be stubbed 5' to the building, connection by others.
- Testing included

Storm

- SDR35/HDPE with crushed rock bedding and native backfill
- Catch basing within curbs to be set 1.00' finish grade, frame and grates to be set by others.
- Drain inlets and area drains will be set to finish grade at time of initial with grates. Protection of inlets by others.
- Crushed rock around subdrain, bioswale mix is excluded
- Rain leaders are excluded - ADD \$35,000 if we are to make connections.
- Testing is included

Water

- PVC 900 with sand bedding and native backfill
- Automatic sprinkler riser to be installed to 6" above finish floor.
- Location to be provided by others.
 - Exclude fire shop drawings.
- Meter idlers to be installed in meter boxes, meters by others.
- Domestic and irrigation stubs to be stubbed within 5' of building. Connection by others.
- No details provided for offsite water connections. It is assumed to be a hot tap on a 10" main.
- Tamper switches at detector check valves are included, conduits by others.
- Blankets and/or cages for backflow preventors are included.
- No gate valves are show. Alternate pricing is provided
- Testing is included and will require a point of discharge to be provided within 150 feet of a blow off point for the water system. It is assumed that our temporary backflow device can be placed outside of the roadway.

Fine Grade

- Grade for asphalt areas, vertical curb, curb & gutter, sidewalks, ramps, stairs, decomposed granite pathway, synthetic turf areas, landscape areas.
 - Landscape areas are to be left 2" from top of curb.

Aggregate Base

- To be Caltrans ¾" class II AB
- Placed at the thickness describe on the paving plan sheet C5.1.1
 - **Exclude AB under decomposed granite pathway**
- 12" permeable rock at Bio Basins
- 4" permeable rock at synthetic turf areas
- 6" stabilized decomposed granite as shown on plans.

Pavement

- To be Caltrans ½" HMA PG64-16
- Basketball court to be 3/8" HMA PG 64-16.
- To be placed at thickness per plan sheet C5.1.1
 - Pricing is based on current AC rack oil.
- Excludes track coat between lifts.

Striping:

| | | |
|---|-----|----|
| PARKING LOT, PLAYGROUND STRIPING, SIGNAGE & WHEELSTOP | 1 | LS |
| ADA Parking Stall (36" x 36" Symbol On Blue Background) | 5 | EA |
| ADA Crosshatch Area With 12" "NO PARKING" with Blue Outline | 3 | EA |
| Parking Stall Line (Single Line White) | 91 | EA |
| 12" Staff Parking Stenciling | 38 | EA |
| 12" EV Charging Only Stenciling | 5 | EA |
| Directional Arrow | 18 | EA |
| Crosshatched Crosswalk | 2 | EA |
| Crosshatch Area | 1 | EA |
| Loading Zone Crosshatch | 3 | EA |
| 8' STOP Legend w/ 12" Limit Line | 2 | EA |
| 4" White Lane Line | 328 | LF |
| Red Curb w/ No Parking Fire Lane Stenciling | 845 | LF |
| Caterpillar (Colored) | 1 | EA |
| Hopscotch | 8 | EA |
| Tricycle | 1 | EA |
| Full Basketball Court | 3 | EA |
| Circle Court | 1 | EA |
| Four Square | 9 | EA |
| Tetherball | 4 | EA |
| US Map (Colored) | 1 | EA |
| Ball Wall | 2 | EA |
| Do Not Enter / R1-1 Sign & Post | 2 | EA |
| Left Turn Only Sign & Post | 2 | EA |
| Tow Away Sign & Post | 1 | EA |
| R1-1 Sign & Post | 1 | EA |
| Fire Lane Entry Sign & Post | 3 | EA |
| R99C Sign & Post (1-Van) | 5 | EA |
| Student Loading Sign & Post | 2 | EA |
| 4' Concrete Wheelstops (Provide & Install) | 58 | EA |

Alternate 1: Student drop off Vernace Way

Rough grade

- Rough grade for new structural sections.

Fine grade

- Grade for asphalt areas, vertical curb, curb & gutter, sidewalk.
- Includes subgrade preparation only.
- Excludes demolition of asphalt, concrete, etc.

Aggregate Base

- To be Caltrans ¾" class II AB
- Placed at the thickness describe on the paving plan sheet C5.1.1

Hot Mix Asphalt

- To be Caltrans ½" HMA PG64-16
- To be placed at thickness per plan sheet C5.1.1
 - Pricing is based on current AC rack oil

Alternate 2: Electrical Trenches - DIG AND BACKFILL

- Pricing includes excavation for electrical trenches 3'x3'
- Includes 2" sand bedding
- Backfill with 6" sand and native backfill.
- Pricing is based on continuous operation, additional costs to be tracked T&M for any phasing.

Alternate 3: Place additional 2" aggregate on fire road

- Pricing includes placing additional 2" on concrete fire road for site logistics access.
- Includes removal of 2" contaminated base and place onsite.

Alternate 4: Lime Treat Building Pads

- Pricing includes lime treatment at building pads
- 12" depth at 4.5%
- Lime treatment is to happen after site utilities.

Alternate 5: Offsite Demo

- Includes saw cutting, demo, and removal of Curb, Gutter, Sidewalk as shown on plans sheets C1.1.1, C1.2.1, C1.3.1

Alternate 6: Place 4" aggregate base with fabric

- Pricing includes placing 4" aggregate base at soccer field area with mirifi 500x fabric
- Placement for temporary staging areas, slope to drain
- Removal of Aggregate base and off haul is included.

Alternate 7: Asphalt cleaning

- Pricing includes street sweeper, water truck, (3) labors with high pressure water surface cleaners to clean asphalt surfaces prior to seal coating.

DEDUCT 1: Removal of 4" aggregate base at run track

- Pricing includes removal of 4" at track surfacing per detail A C5.1.1

EXCLUSIONS

1. All bonds, fees, permits, engineering, monitoring, survey/staking and testing.
2. Testing, removal and handling of contaminated, hazardous or buried materials.
3. Detour/ haul route plans
4. Water diversion or bypassing
5. Removal, abandonment or relocation of existing utilities.
6. Tile drains or underground structures removal
7. Dust control or sweeping when our crews are not physically working on the site, such as after normal working hours and weekends.
8. **Demolition, of any kind.**
9. Capping, removing, sealing or abandoning of existing wells.
10. Removal, disposal and backfill of irrigation lines.
11. Over-excavation or removal/replacement of undocumented fills. Other than noted in inclusions.
12. Footings, piers, wall excavation.
13. Import of topsoil.
14. Bio swale media or soils
15. Dewatering, ground water handling/removal or sub-drain system.
16. Rock, vapor barrier or sand at building pads.
17. Soil sterilization, prime coat, fog seal, seal coat and slurry seal.
18. Landscaping
19. Anti-graffiti coating or removal of graffiti
20. Adjusting or patching of new or existing utility iron and trenches.
21. Repairs to existing pavement and streets due to construction traffic.
22. Header boards or edging.
23. Erosion control, SWPPP, BMP's (installation, maintenance, monitoring or removal).
24. Rip Rap
25. Irrigation Sleeves
26. Traffic control and barricades for work by others.
27. Rock excavation
28. Subgrade stabilization, geotextiles, fabrics and over-excavation of "soft" or unstable areas.
29. Lime treatment or chemical stabilization.
30. Winter maintenance, such as pumping rainwater and constructing temporary roads.
31. Shoring, bracing or protection of existing structures.
32. Construction of bio-swales (i.e., import material, bio-media soils-, sod and landscape).
33. Supply or installation of moisture/root barriers.
34. Tarping of loads.
35. Loading, moving and placing boulders and large rocks that cannot be placed in the fill areas. Boulders and large rocks will be moved outside of the work area.
36. Mailbox pads, hydrant pads, overland release concrete.
37. Root barriers and sleeves
38. Concrete Handwork/gaps caused by others will be done on T&M
39. Landscaping
40. Walls

CLARIFICATIONS

1. If the actual conditions of the Project differ materially from those depicted or represented in the bid documents, geologic report, or other data provided to Goodfellow by Owner, Goodfellow reserves the right to submit revised pricing to account for such differences.

2. GBI requires 48 hours notice prior to starting any work in order to notify Underground Service Alert (USA). All privately owned utilities will need to be located by others.
3. GBI is not responsible for unforeseen conditions not reasonably identifiable or apparent within the reports provided by owner.
4. GBI will perform site surveys to verify existing site elevations and finish elevations.
5. One move-in rough grade site, one move-in sitework fine grade, one move in for AB placement and finishing, one move-in AC paving.
6. Clear, unobstructed and continuous access in each phase of work.
7. Any phasing of work will result in additional costs.
8. Any overtime or weekend work requested will result in additional costs. Pricing based on 40HR work week.
9. Any work requested to be done in bad weather or wet conditions will result in additional costs.
10. There will be no repairs of damage by others at our expense without prior notification to GBI.
11. Pricing does not include impacts related to AB5, which may significantly impact trucking costs. These costs cannot be determined at this time due to the uncertainty within the bill.
12. Aggregate base (AB) used in this proposal may contain recycled material which may include concrete and/or asphalt. These types of materials may contain substances with Environmental Screening Levels (ESL) regulated by the Regional Water Quality Control Board (RWQCB), or Department of Toxic Substance Control (DTSC). GBI does not include testing, sampling or screening costs. If virgin aggregate base is required, all additional costs will be considered as extra work.
13. Discing the site and placing the disced material in the fill areas.
14. If included in our proposal, the fog seal or seal coat will be applied immediately after paving.
15. GBI uses standard construction equipment and is not responsible for any damage due to vibrations or any other reason.
16. Material that cannot be efficiently ripped with standard earthmoving equipment will be handled on a "time and material basis".
17. **This proposal is based on construction water being available from an onsite source, such as a fire hydrant. No provision for water rationing, (i.e., inflated water rates, non-potable water from sewer plants, etc.).**
 - a. **GBI will provide water for its sole use.**
18. All export material will require a non-toxic or non-hazardous letter from the Owner.
19. Export of excess soils is based on conditions at the dump site that are acceptable to the receiving party for access and quality control (compaction).
20. Exported soil is assumed to be suitable for unrestricted reuse at the receiving site and meet the environment screening levels (ESLs) for residential reuse per the criteria established by the California Regional Water Control Board - SF Bay Region. Owner to provide all necessary soil sampling and analysis requested by soil reuse site. Additional reports may be required by the owner (i.e., Soil Management Plan (SMP), Health and Safety Plan (HASP), etc.).
21. The cost for AC is based on the current liquid asphalt rack price \$810/LT. The contract will need to be adjusted if the cost of liquid asphalt increases on the day the site is paved. For Every \$10 increase in rack rate AC price will go up by \$0.60 per ton.
22. Participation in any Wrap-up (OCIP, CCIP, or CIP) Insurance program is subject to review of the actual policy, including all attachments and endorsements applicable to this project, or any other projects to which this program may apply. The insurance credit will not exceed our insurance policy premium. Any credits will be for primary CGL coverage only (excess liability or any other coverage credits do not apply). In no event shall our contribution to a self-insured retention or deductible under a Wrap-up program exceed our GL policy deductible.
23. This proposal is NET of any OCIP deductions. No further deducts will be allowed for the OCIP. Enrollment and any associated cost of OCIP enrollment shall be added to proposal.
24. Pricing does not include contingencies for delays/impacts caused by Owner/General Contractor. By acceptance of this proposal, Owner/General Contractor agrees it will modify the contract to provide any necessary adjustments in schedule and price to compensate for any cost and schedule impacts resulting from Owner/General Contractor-caused delays or impacts.
25. Extra work will be performed on a lump sum or T&M basis. For non-T&M extra work, shall be 15% on self-performed work and 10% on work performed by Goodfellow's subcontractors and supplies.

26. This proposal is based on utilizing a combination of GPS technology and standard construction staking. We will require five control points and a complete CAD file.
27. If this proposal is accepted, we will participate in constructing an agreeable schedule.
28. Release of retention to be within 30 days of completion of our work. This applies even if the work has not been accepted by the governing agency, if such delay is no fault of GGBI.
29. Extra work to be performed at a fixed price, or time and materials based on the current GBI rates.
30. Contract language is subject to review and approval prior to proceeding with work. This proposal shall be made a part of any subsequent contract.
31. This proposal remains in effect for 30 days.

Goodfellow Bros. California, LLC, appreciates the opportunity to bid your project. Please contact me should you have any questions.

Sincerely,

Michael Cauthorn

Estimator

209-480-6033

MichaelCa@goodfellowbros.com

Goodfellow Bros. California, LLC,

06/26/2023
MC23-0186A

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*** Michael Cauthorn

BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|---------------------------|---|-----------------|--------------|-------------------|------------------|
| GRADING / PAVING | | | | | |
| 1 | MOBILIZATION | 1.000 | LS | 75,000.00 | 75,000.00 |
| 2 | TRAFFIC CONTROL | 1.000 | LS | 7,500.00 | 7,500.00 |
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| 25 | 24" SDDI (W/FLOWGAURD & TRASH SCREEN) | 7.000 | EA | 4,450.00 | 31,150.00 |
| 26 | APPARATUS DRAIN INLET | 3.000 | EA | 1,925.00 | 5,775.00 |
| 27 | 24X24 CURB INLET | 3.000 | EA | 3,750.00 | 11,250.00 |
| 28 | 4" SD CLEAN OUT | 6.000 | EA | 1,450.00 | 8,700.00 |
| 29 | 6" SD CLEAN OUT | 2.000 | EA | 1,500.00 | 3,000.00 |
| 30 | 8" SDCO | 3.000 | EA | 1,800.00 | 5,400.00 |
| 31 | 6" SDAD | 34.000 | EA | 1,575.00 | 53,550.00 |
| 32 | 8" SDAD | 5.000 | EA | 1,700.00 | 8,500.00 |
| 33 | STORM DRAIN MANHOLE | 6.000 | EA | 6,000.00 | 36,000.00 |
| 34 | CONTECH STORM FILTER | 2.000 | EA | 57,215.00 | 114,430.00 |
| 35 | 8" OUTFALL | 2.000 | EA | 2,000.00 | 4,000.00 |
| 36 | 4" PERF SUB DRAIN | 627.000 | LF | 53.00 | 33,231.00 |
| 37 | 6" STORM DRAIN | 778.000 | LF | 81.00 | 63,018.00 |
| 38 | 8" STORM DRAIN | 3,000.000 | LF | 83.25 | 249,750.00 |
| 39 | 24" PERF SUB DRIAN | 480.000 | LF | 112.50 | 54,000.00 |
| SUBTOTAL STORM | | | | | \$737,304.00 |
| SEWER | | | | | |
| 40 | CTE SS STUB | 1.000 | EA | 1,000.00 | 1,000.00 |

BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|----------------|----------------------------|-----------------|--------------|-------------------|------------------|
| 41 | 6" SSCO | 15.000 | EA | 1,450.00 | 21,750.00 |
| 42 | SANITARY SEWER MANHOLE | 10.000 | EA | 9,750.00 | 97,500.00 |
| 43 | 750 GAL GREASE INTERCEPTOR | 1.000 | EA | 17,000.00 | 17,000.00 |
| 44 | 6" SEWER | 1,980.000 | LF | 72.50 | 143,550.00 |
| 45 | 4" SEWER | 95.000 | LF | 69.00 | 6,555.00 |

SUBTOTAL SEWER \$287,355.00

FIRE WATER

| | | | | | |
|----|-------------------------------------|-----------|----|-----------|------------|
| 46 | 8" FW CONNECT TO (E) (SIZE UNKNOWN) | 2.000 | EA | 13,000.00 | 26,000.00 |
| 47 | 10" DOUBLE DETECTOR CHECK ASSEMBLY | 2.000 | EA | 34,000.00 | 68,000.00 |
| 48 | FDC, PIV, & CHECK VALVE ASSEMBLY | 5.000 | EA | 14,000.00 | 70,000.00 |
| 49 | FIRE HYDRANT ASSEMBLY | 6.000 | EA | 17,500.00 | 105,000.00 |
| 50 | 6" FIRE RISER | 7.000 | EA | 5,550.00 | 38,850.00 |
| 51 | 8" FIRE WATER (OFFSITE) | 58.000 | LF | 341.00 | 19,778.00 |
| 52 | 10" FIRE SERVICE | 1,594.000 | LF | 135.00 | 215,190.00 |
| 53 | 6" FIRE SERVICE | 960.000 | LF | 112.00 | 107,520.00 |
| 54 | 8" WATER | 176.000 | LF | 115.00 | 20,240.00 |

SUBTOTAL FIRE WATER \$670,578.00

DOMESTIC WATER

| | | | | | |
|----|-----------------------------------|-----------|----|-----------|------------|
| 55 | 4" W CONNECT TO (E) (SIZE UNKNOW) | 1.000 | EA | 8,575.00 | 8,575.00 |
| 56 | 4" DOMESTIC WATER METER | 1.000 | EA | 19,250.00 | 19,250.00 |
| 57 | 4" DOMESTIC BACKFLOW | 1.000 | EA | 12,300.00 | 12,300.00 |
| 58 | 4" DOMESTIC WATER (OFFSITE) | 58.000 | LF | 230.00 | 13,340.00 |
| 59 | 4" DOMESTIC WATER | 1,756.000 | LF | 57.00 | 100,092.00 |
| 60 | 3" DOMESTIC WATER | 175.000 | LF | 53.00 | 9,275.00 |
| 61 | 2" DOMESTIC WATER | 85.000 | LF | 51.00 | 4,335.00 |

SUBTOTAL DOMESTIC WATER \$167,167.00

IRRIGATION WATER

| | | | | | |
|----|---------------------------|--------|----|-----------|-----------|
| 62 | 4" IRR CTE (SIZE UNKNOWN) | 1.000 | EA | 8,575.00 | 8,575.00 |
| 63 | 4" IRRIGATION WATER METER | 1.000 | EA | 19,250.00 | 19,250.00 |
| 64 | 4" IRRIGATION BACKFLOW | 1.000 | EA | 12,300.00 | 12,300.00 |
| 65 | 4" IRRIGATION (OFFSITE) | 58.000 | LF | 230.00 | 13,340.00 |

SUBTOTAL IRRIGATION WATER \$53,465.00

STRIPING SIGNAGE SEAL COAT

| | | | | | |
|----|---------------------------------------|------------|----|-----------|-----------|
| 66 | STRIPING - PARKING,PLAYGROUND,SIGNAGE | 1.000 | LS | 78,350.00 | 78,350.00 |
| 67 | 2 COAT SEAL COAT | 83,000.000 | SF | 0.50 | 41,500.00 |

June 24, 2023

Re: **Nicolas Elementary School**
Sacramento, CA
GBI Est. #MC23-0186A

Goodfellow Bros. California, LLC, is pleased to provide the following proposal for work at the above referenced project. Our bid is based on the following documents:

- ❖ Unapproved Increment 1 construction drawings prepared by HMC architect dated 05/15/2023
- ❖ Civil drawings sheets C0.0.1 – C7.2.1
- ❖ MPE geotechnical report dated December 16,2023, revised February 28,2023 MPE report no. 06034-01
- ❖ Clarifications 1,2,3

Pricing is based on current fuel rates, material pricing, and trucking are based on current pricing at bid time. Increases due to the volatility in the market will be billed as extra work accordingly. i.e. fuel escalations, material escalation, surcharges, energy surcharges. Current rack rate for liquid asphalt at bid time is \$670

Please see the clarifications and exclusions below for additional information related to this proposal. Pricing at this time is based on award of all items, please call to discuss what items to be broken out.

- Pricing is based on one mobilization, additional mobilizations or phasing to be done on T&M or agreed price.
 - GBI operations/activities are to be done with full access and available to our work area.
 - (1) Rough grade
 - (2) Fine grade
 - (2) AB placement
 - (2) AB finishing
 - (2) Paving
- Alternate pricing is based on concurrent work with base bid work, no additional mobilizations.

(See Attached Breakdown for SOV)

INCLUSIONS

Traffic Control

- Includes (2) plan sheets for traffic control plans
- Includes set up road work ahead signs, shoulder closed signs and delineators for our work.
- Excludes PCMS boards, arrow boards.
- Excludes flagging.

Construction Gravel SWPPP entrance

- Includes 50x20 gravel construction entrance with fabric
- Excludes maintenance or any other SWPPP measures.
- Excludes metal grates

Rough grade / over-excavate eastern Portion of site 2'

- Pricing is based on BidPackage 1 topographic site survey, with removal of 6" material at existing surfacing areas.
- Rough grade site to elevations shown on plans.
- Pricing is based on cut soils – 6,000 CY

- Estimated site spoils 4,500 cy. (1,700 wet utility spoils, 1,100 building spoils)
 - GBI will use site spoils to balance site. Spoils to be left in clean pile, no contamination.
- Over excavate soils encountered in the eastern portion of site (existing grasses) 2' from existing grade and scarify 12" and re-compact.
 - **ADDITIVE: per soils report "sub-excavations 1'-3' should be anticipated"**
 - **Includes removal of 12" from existing conditions after removal.**
 - **This item is based on cubic yard price and will be measured in the field to determine exact yardage over excavated.**
- Pricing is based on any utilities or subsurface structures to be compacted 90% prior to GBI operations.

Finish Building Pad

- Finish building pad to one flat elevation shown on sheets C2.1.1, C2.2.1, C2.3.1, C2.4.1
 - FF elevations are to be once continuous plane.
 - Excludes any interior wall backfill, stage backfill, foundation backfill.
- Compact for pad grade certification, certification by others.

Import soils

- Import is based on Tringle Rock products in Sacramento
 - Savings may be available in site adjustment of grades, or placement at alternate 3 location.
 - Additional site soils to be done on T&M.

Sewer

- SDR 35 with crushed rock bedding and native backfill
- Service to be stubbed 5' to the building, connection by others.
- Testing included

Storm

- SDR35/HDPE with crushed rock bedding and native backfill
- Catch basing within curbs to be set 1.00' finish grade, frame and grates to be set by others.
- Drain inlets and area drains will be set to finish grade at time of initial with grates. Protection of inlets by others.
- Crushed rock around subdrain, bioswale mix is excluded
- Rain leaders are excluded - ADD \$35,000 if we are to make connections.
- Testing is included

Water

- PVC 900 with sand bedding and native backfill
- Automatic sprinkler riser to be installed to 6" above finish floor.
- Location to be provided by others.
 - Exclude fire shop drawings.
- Meter idlers to be installed in meter boxes, meters by others.
- Domestic and irrigation stubs to be stubbed within 5' of building. Connection by others.
- No details provided for offsite water connections. It is assumed to be a hot tap on a 10" main.
- Tamper switches at detector check valves are included, conduits by others.
- Blankets and/or cages for backflow preventors are included.
- **No gate valves are shown. Alternate pricing is provided.**
 - **6" VALVE – \$4,200**
 - **8" VALVE – \$5,160**
 - **10" VALVE - \$6,600**
- Testing is included and will require a point of discharge to be provided within 150 feet of a blow off point for the water system. It is assumed that our temporary backflow device can be placed outside of the roadway.

Fine Grade

- Grade for asphalt areas, vertical curb, curb & gutter, sidewalks, ramps, stairs, decomposed granite pathway, synthetic turf areas, landscape areas.
 - Landscape areas are to be left 2" from top of curb.

Aggregate Base

- To be Caltrans ¾" class II AB
- Placed at the thickness describe on the paving plan sheet C5.1.1
 - **Exclude AB under decomposed granite pathway**
- 12" permeable rock at Bio Basins
- 4" permeable rock at synthetic turf areas
- 6" stabilized decomposed granite as shown on plans.

Pavement

- To be Caltrans ½" HMA PG64-16
- Basketball court to be 3/8" HMA PG 64-16.
- To be placed at thickness per plan sheet C5.1.1
 - Pricing is based on current AC rack oil.
- Excludes track coat between lifts.

Striping:

- Is based on striping one time, additional coats or layers to be paid on T&M.

| | | |
|---|-----|----|
| PARKING LOT, PLAYGROUND STRIPING, SIGNAGE & WHEELSTOP | 1 | LS |
| ADA Parking Stall (36" x 36" Symbol On Blue Background) | 5 | EA |
| ADA Crosshatch Area With 12" "NO PARKING" with Blue Outline | 3 | EA |
| Parking Stall Line (Single Line White) | 91 | EA |
| 12" Staff Parking Stenciling | 38 | EA |
| 12" EV Charging Only Stenciling | 5 | EA |
| Directional Arrow | 18 | EA |
| Crosshatched Crosswalk | 2 | EA |
| Crosshatch Area | 1 | EA |
| Loading Zone Crosshatch | 3 | EA |
| 8' STOP Legend w/ 12" Limit Line | 2 | EA |
| 4" White Lane Line | 328 | LF |
| Red Curb w/ No Parking Fire Lane Stenciling | 845 | LF |
| Caterpillar (Colored) | 1 | EA |
| Hopscotch | 8 | EA |
| Tricycle | 1 | EA |
| Full Basketball Court | 3 | EA |
| Circle Court | 1 | EA |
| Four Square | 9 | EA |
| Tetherball | 4 | EA |
| US Map (Colored) | 1 | EA |
| Ball Wall | 2 | EA |
| Do Not Enter / R1-1 Sign & Post | 2 | EA |
| Left Turn Only Sign & Post | 2 | EA |
| Tow Away Sign & Post | 1 | EA |
| R1-1 Sign & Post | 1 | EA |
| Fire Lane Entry Sign & Post | 3 | EA |
| R99C Sign & Post (1-Van) | 5 | EA |
| Student Loading Sign & Post | 2 | EA |
| 4' Concrete Wheelstops (Provide & Install) | 58 | EA |

Alternate 1: Student drop off Vernace Way

Rough grade

- Rough grade for new structural sections.

Fine grade

- Grade for asphalt areas, vertical curb, curb & gutter, sidewalk.
- Includes subgrade preparation only.
- Excludes demolition of asphalt, concrete, etc.

Aggregate Base

- To be Caltrans ¾" class II AB
- Placed at the thickness describe on the paving plan sheet C5.1.1

Hot Mix Asphalt

- To be Caltrans ½" HMA PG64-16
- To be placed at thickness per plan sheet C5.1.1
 - Pricing is based on current AC rack oil

Alternate 2: Electrical Trenches - DIG AND BACKFILL

- Pricing includes excavation for electrical trenches 3'x3'
- Includes 2" sand bedding
- Backfill with 6" sand and native backfill.
- Pricing is based on continuous operation, additional costs to be tracked T&M for any phasing.

Alternate 3: Place additional 2" aggregate on fire road

- Pricing includes placing additional 2" on concrete fire road for site logistics access.
- Includes removal of 2" contaminated base and place onsite.

Alternate 4: Lime Treat Building Pads

- Pricing includes lime treatment at building pads
- 12" depth at 4.5%
- Lime treatment is to happen after site utilities.

Alternate 4A: Lime Treat Temp Roadway

- Pricing includes lime treatment at areas shown on Lime treat Areas plan sheet, approximately 20,000sf
- 12" depth at 4.5%
- Lime treatment is to happen after site utilities.

Alternate 4B: 4" Aggregate base at Temp Roadway

- Pricing includes placing 4" of aggregate base on lime treated temp roadway
- Includes removal of 4" contaminated base and off haul offsite.

Alternate 5: Offsite Demo

- Includes saw cutting, demo, and removal of Curb, Gutter, Sidewalk as shown on plans sheets C1.1.1, C1.2.1, C1.3.1

Alternate 6: Place 4" aggregate base with fabric

- Pricing includes placing 4" aggregate base at soccer field area with mirifi 500x fabric
- Placement for temporary staging areas, slope to drain
- Removal of Aggregate base and off haul is included.

Alternate 7: Asphalt cleaning

- Pricing includes street sweeper, water truck, (3) labors with high pressure water surface cleaners to clean asphalt surfaces prior to seal coating.

Alternate 8: Prime Coat Lime treat pad

- Pricing includes SS1h oil
- Pricing is based on spreading 1 layer - at application rate of .07 gal/sq yd.

Alternate 9: Held asphalt buy price

- Alternate pricing includes add for held asphalt pricing good to July 1, 2025.

DEDUCT 1: Removal of 4" aggregate base at run track

- Pricing includes removal of 4" at track surfacing per detail A C5.1.1

EXCLUSIONS

1. All bonds, fees, permits, engineering, monitoring, survey/staking and testing.
2. Testing, removal and handling of contaminated, hazardous or buried materials.
3. Detour/ haul route plans
4. Water diversion or bypassing
5. Removal, abandonment or relocation of existing utilities.
6. Tile drains or underground structures removal
7. Dust control or sweeping when our crews are not physically working on the site, such as after normal working hours and weekends.
8. **Demolition, of any kind.**
9. Capping, removing, sealing or abandoning of existing wells.
10. Removal, disposal and backfill of irrigation lines.
11. Over-excavation or removal/replacement of undocumented fills. Other than noted in inclusions.
12. Footings, piers, wall excavation.
13. Import of topsoil.
14. Bio swale media or soils
15. Dewatering, ground water handling/removal or sub-drain system.
16. Rock, vapor barrier or sand at building pads.
17. Soil sterilization, prime coat, fog seal, seal coat and slurry seal.
18. Landscaping
19. Anti-graffiti coating or removal of graffiti
20. Adjusting or patching of new or existing utility iron and trenches.
21. Repairs to existing pavement and streets due to construction traffic.
22. Header boards or edging.
23. Erosion control, SWPPP, BMP's (installation, maintenance, monitoring or removal).
24. Rip Rap
25. Irrigation Sleeves
26. Traffic control and barricades for work by others.
27. Rock excavation
28. Subgrade stabilization, geotextiles, fabrics and over-excavation of "soft" or unstable areas.

29. Lime treatment or chemical stabilization.
30. Winter maintenance, such as pumping rainwater and constructing temporary roads.
31. Shoring, bracing or protection of existing structures.
32. Construction of bio-swailes (i.e., import material, bio-media soils-, sod and landscape).
33. Supply or installation of moisture/root barriers.
34. Tarping of loads.
35. Loading, moving and placing boulders and large rocks that cannot be placed in the fill areas. Boulders and large rocks will be moved outside of the work area.
36. Mailbox pads, hydrant pads, overland release concrete.
37. Root barriers and sleeves
38. Concrete Handwork/gaps caused by others will be done on T&M
39. Landscaping
40. Walls

CLARIFICATIONS

1. If the actual conditions of the Project differ materially from those depicted or represented in the bid documents, geologic report, or other data provided to Goodfellow by Owner, Goodfellow reserves the right to submit revised pricing to account for such differences.
2. GBI requires 48 hours notice prior to starting any work in order to notify Underground Service Alert (USA). All privately owned utilities will need to be located by others.
3. GBI is not responsible for unforeseen conditions not reasonably identifiable or apparent within the reports provided by owner.
4. GBI will perform site surveys to verify existing site elevations and finish elevations.
5. One move-in rough grade site, one move-in sitework fine grade, one move in for AB placement and finishing, one move-in AC paving.
6. Clear, unobstructed and continuous access in each phase of work.
7. Any phasing of work will result in additional costs.
8. Any overtime or weekend work requested will result in additional costs. Pricing based on 40HR work week.
9. Any work requested to be done in bad weather or wet conditions will result in additional costs.
10. There will be no repairs of damage by others at our expense without prior notification to GBI.
11. Pricing does not include impacts related to AB5, which may significantly impact trucking costs. These costs cannot be determined at this time due to the uncertainty within the bill.
12. Aggregate base (AB) used in this proposal may contain recycled material which may include concrete and/or asphalt. These types of materials may contain substances with Environmental Screening Levels (ESL) regulated by the Regional Water Quality Control Board (RWQCB), or Department of Toxic Substance Control (DTSC). GBI does not include testing, sampling or screening costs. If virgin aggregate base is required, all additional costs will be considered as extra work.
13. Discing the site and placing the disced material in the fill areas.
14. If included in our proposal, the fog seal or seal coat will be applied immediately after paving.
15. GBI uses standard construction equipment and is not responsible for any damage due to vibrations or any other reason.
16. Material that cannot be efficiently ripped with standard earthmoving equipment will be handled on a "time and material basis".
17. **This proposal is based on construction water being available from an onsite source, such as a fire hydrant. No provision for water rationing, (i.e., inflated water rates, non-potable water from sewer plants, etc.).**
 - a. **GBI will provide water for its sole use.**
18. All export material will require a non-toxic or non-hazardous letter from the Owner.
19. Export of excess soils is based on conditions at the dump site that are acceptable to the receiving party for access and quality control (compaction).
20. Exported soil is assumed to be suitable for unrestricted reuse at the receiving site and meet the environment screening levels (ESLs) for residential reuse per the criteria established by the California Regional Water Control

Board - SF Bay Region. Owner to provide all necessary soil sampling and analysis requested by soil reuse site. Additional reports may be required by the owner (i.e., Soil Management Plan (SMP), Health and Safety Plan (HASP), etc.).

21. The cost for AC is based on the current liquid asphalt rack price \$810/LT. The contract will need to be adjusted if the cost of liquid asphalt increases on the day the site is paved. For Every \$10 increase in rack rate AC price will go up by \$0.60 per ton.
22. Participation in any Wrap-up (OCIP, CCIP, or CIP) Insurance program is subject to review of the actual policy, including all attachments and endorsements applicable to this project, or any other projects to which this program may apply. The insurance credit will not exceed our insurance policy premium. Any credits will be for primary CGL coverage only (excess liability or any other coverage credits do not apply). In no event shall our contribution to a self-insured retention or deductible under a Wrap-up program exceed our GL policy deductible.
23. This proposal is NET of any OCIP deductions. No further deducts will be allowed for the OCIP. Enrollment and any associated cost of OCIP enrollment shall be added to proposal.
24. Pricing does not include contingencies for delays/impacts caused by Owner/General Contractor. By acceptance of this proposal, Owner/General Contractor agrees it will modify the contract to provide any necessary adjustments in schedule and price to compensate for any cost and schedule impacts resulting from Owner/General Contractor-caused delays or impacts.
25. Extra work will be performed on a lump sum or T&M basis. For non-T&M extra work, shall be 15% on self-performed work and 10% on work performed by Goodfellow's subcontractors and supplies.
26. This proposal is based on utilizing a combination of GPS technology and standard construction staking. We will require five control points and a complete CAD file.
27. If this proposal is accepted, we will participate in constructing an agreeable schedule.
28. Release of retention to be within 30 days of completion of our work. This applies even if the work has not been accepted by the governing agency, if such delay is no fault of GGBI.
29. Extra work to be performed at a fixed price, or time and materials based on the current GBI rates.
30. Contract language is subject to review and approval prior to proceeding with work. This proposal shall be made a part of any subsequent contract.
31. This proposal remains in effect for 30 days.

Goodfellow Bros. California, LLC, appreciates the opportunity to bid your project. Please contact me should you have any questions.

Sincerely,

Michael Cauthorn

Estimator

209-480-6033

MichaelCa@goodfellowbros.com

Goodfellow Bros. California, LLC,

06/27/2023
 MC23-0186A
 *** Michael Cauthorn

15:23
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BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|------------------|---|-----------------|--------------|-------------------|------------------|
| GRADING / PAVING | | | | | |
| 1 | MOBILIZATION | 1.000 | LS | 75,000.00 | 75,000.00 |
| 2 | TRAFFIC CONTROL | 1.000 | LS | 7,500.00 | 7,500.00 |
| 3 | CONSTRUCTION ENTRANCE | 2.000 | EA | 5,000.00 | 10,000.00 |
| 4 | PRE COMPACT FILL AREAS | 360,000.000 | SF | 0.15 | 54,000.00 |
| 5 | CUT TO FILL (ONSITE SOILS) (2,800CY SPOILS) | 8,500.000 | CY | 6.00 | 51,000.00 |
| 6 | OVER EXCAVATE EASTERN GRASSES 2' | 13,400.000 | CY | 6.00 | 80,400.00 |
| 7 | IMPORT | 3,700.000 | CY | 25.50 | 94,350.00 |
| 8 | FINISH (9) BUILDING PADS - BLD A,B,C,D,E,F | 56,850.000 | SF | 0.40 | 22,740.00 |
| 9 | FINE GRADE - ASPHALT AREAS | 79,600.000 | SF | 0.80 | 63,680.00 |
| 10 | FINE GRADE - WALKWAYS | 78,450.000 | SF | 1.00 | 78,450.00 |
| 11 | FINE GRADE CURBS | 7,735.000 | LF | 4.00 | 30,940.00 |
| 12 | FINE GRADE - TRACK & FIELD | 64,940.000 | SF | 0.80 | 51,952.00 |
| 13 | FINE GRADE - BIO RETENTION BASINS | 24,200.000 | SF | 1.25 | 30,250.00 |
| 14 | PLACE 12" PERMEABLE ROCK AT BASINS | 24,200.000 | SF | 1.75 | 42,350.00 |
| 15 | FINE GRADE - LANDSCAPE AREAS | 57,075.000 | SF | 0.65 | 37,098.75 |
| 16 | PLACE/COMPACT/FINISH - 4" AGGREGATE BAS | 64,690.000 | SF | 2.20 | 142,318.00 |
| 17 | PLACE/COMPACT/FINISH - 6" AGGREGATE BAS | 20,400.000 | SF | 2.75 | 56,100.00 |
| 18 | PLACE/COMPACT/FINISH - 6.5" AGGREGATE BA | 33,000.000 | SF | 2.85 | 94,050.00 |
| 19 | PLACE/COMPACT/FINISH - 10" AGGREGATE BA | 46,600.000 | SF | 3.80 | 177,080.00 |
| 20 | PLACE/COMPACT/FINISH 4" CLASS II PERMEAB | 13,175.000 | SF | 3.15 | 41,501.25 |
| 21 | PLACE/COMPACT/FINISH 6" DECOMPOSED GRAN | 2,300.000 | SF | 14.50 | 33,350.00 |
| 22 | PLACE 3" ASPHALT PAVING | 33,000.000 | SF | 2.25 | 74,250.00 |
| 23 | PLACE 4" ASPHALT PAVING | 46,600.000 | SF | 3.00 | 139,800.00 |

SUBTOTAL GRADING / PAVING

\$1,488,160.00

| | | | | | |
|-------|---------------------------------------|-----------|----|-----------|------------|
| STORM | | | | | |
| 24 | 24" SDDI | 22.000 | EA | 2,525.00 | 55,550.00 |
| 25 | 24" SDDI (W/FLOWGAURD & TRASH SCREEN) | 7.000 | EA | 4,450.00 | 31,150.00 |
| 26 | APPARATUS DRAIN INLET | 3.000 | EA | 1,925.00 | 5,775.00 |
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| 30 | 8" SDCO | 3.000 | EA | 1,800.00 | 5,400.00 |
| 31 | 6" SDAD | 34.000 | EA | 1,575.00 | 53,550.00 |
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| 33 | STORM DRAIN MANHOLE | 6.000 | EA | 6,000.00 | 36,000.00 |
| 34 | CONTECH STORM FILTER | 2.000 | EA | 57,215.00 | 114,430.00 |
| 35 | 8" OUTFALL | 2.000 | EA | 2,000.00 | 4,000.00 |
| 36 | 4" PERF SUB DRAIN | 627.000 | LF | 53.00 | 33,231.00 |
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| 38 | 8" STORM DRAIN | 3,000.000 | LF | 83.25 | 249,750.00 |
| 39 | 24" PERF SUB DRIAN | 480.000 | LF | 112.50 | 54,000.00 |

SUBTOTAL STORM

\$737,304.00

| | | | | | |
|-------|-------------|-------|----|----------|----------|
| SEWER | | | | | |
| 40 | CTE SS STUB | 1.000 | EA | 1,000.00 | 1,000.00 |

06/27/2023
MC23-0186A

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NICOLAS ES 6.26.23

*** Michael Cauthorn

BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|----------------------------|---------------------------------------|-----------------|--------------|-------------------|------------------|
| 41 | 6" SSCO | 15.000 | EA | 1,450.00 | 21,750.00 |
| 42 | SANITARY SEWER MANHOLE | 10.000 | EA | 9,750.00 | 97,500.00 |
| 43 | 750 GAL GREASE INTERCEPTOR | 1.000 | EA | 17,000.00 | 17,000.00 |
| 44 | 6" SEWER | 1,980.000 | LF | 72.50 | 143,550.00 |
| 45 | 4" SEWER | 95.000 | LF | 69.00 | 6,555.00 |
| SUBTOTAL SEWER | | | | | \$287,355.00 |
| FIRE WATER | | | | | |
| 46 | 8" FW CONNECT TO (E) (SIZE UNKNOWN) | 2.000 | EA | 13,000.00 | 26,000.00 |
| 47 | 10" DOUBLE DETECTOR CHECK ASSEMBLY | 2.000 | EA | 34,000.00 | 68,000.00 |
| 48 | FDC, PIV, & CHECK VALVE ASSEMBLY | 5.000 | EA | 14,000.00 | 70,000.00 |
| 49 | FIRE HYDRANT ASSEMBLY | 6.000 | EA | 17,500.00 | 105,000.00 |
| 50 | 6" FIRE RISER | 7.000 | EA | 5,550.00 | 38,850.00 |
| 51 | 8" FIRE WATER (OFFSITE) | 58.000 | LF | 341.00 | 19,778.00 |
| 52 | 10" FIRE SERVICE | 1,594.000 | LF | 135.00 | 215,190.00 |
| 53 | 6" FIRE SERVICE | 960.000 | LF | 112.00 | 107,520.00 |
| 54 | 8" WATER | 176.000 | LF | 115.00 | 20,240.00 |
| SUBTOTAL FIRE WATER | | | | | \$670,578.00 |
| DOMESTIC WATER | | | | | |
| 55 | 4" W CONNECT TO (E) (SIZE UNKNOW) | 1.000 | EA | 8,575.00 | 8,575.00 |
| 56 | 4" DOMESTIC WATER METER | 1.000 | EA | 19,250.00 | 19,250.00 |
| 57 | 4" DOMESTIC BACKFLOW | 1.000 | EA | 12,300.00 | 12,300.00 |
| 58 | 4" DOMESTIC WATER (OFFSITE) | 58.000 | LF | 230.00 | 13,340.00 |
| 59 | 4" DOMESTIC WATER | 1,756.000 | LF | 57.00 | 100,092.00 |
| 60 | 3" DOMESTIC WATER | 175.000 | LF | 53.00 | 9,275.00 |
| 61 | 2" DOMESTIC WATER | 85.000 | LF | 51.00 | 4,335.00 |
| SUBTOTAL DOMESTIC WATER | | | | | \$167,167.00 |
| IRRIGATION WATER | | | | | |
| 62 | 4" IRR CTE (SIZE UNKNOWN) | 1.000 | EA | 8,575.00 | 8,575.00 |
| 63 | 4" IRRIGATION WATER METER | 1.000 | EA | 19,250.00 | 19,250.00 |
| 64 | 4" IRRIGATION BACKFLOW | 1.000 | EA | 12,300.00 | 12,300.00 |
| 65 | 4" IRRIGATION (OFFSITE) | 58.000 | LF | 230.00 | 13,340.00 |
| SUBTOTAL IRRIGATION WATER | | | | | \$53,465.00 |
| STRIPING SIGNAGE SEAL COAT | | | | | |
| 66 | STRIPING - PARKING,PLAYGROUND,SIGNAGE | 1.000 | LS | 78,350.00 | 78,350.00 |
| 67 | 2 COAT SEAL COAT | 83,000.000 | SF | 0.50 | 41,500.00 |

06/27/2023
 MC23-0186A
 *** Michael Cauthorn

15:23
 NICOLAS ES 6.26.23

BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|-------------------------------------|---|-------------------|--------------|-------------------|-------------------|
| SUBTOTAL STRIPING SIGNAGE SEAL COAT | | | | | \$119,850.00 |
| BASE BID | | | | | \$3,523,879.00 |
| ADD | | | | | |
| 68 | ADD 1 - OVER EXCAVATE EXISTING 1' | 6,700.000 | CY | 6.00 | 40,200.00 |
| 69 | ADD 2 - OVER EXCAVATE EXISTING 3' | 20,000.000 | CY | 6.00 | 120,000.00 |
| BASE BID PLUS ADD | | | | | \$3,684,079.00 |
| ALTERANTE | | | | | |
| 70 | <i>ALT 1 - BUS DROP ON VERNACE</i> | <i>1.000</i> | <i>LS</i> | <i>65,000.00</i> | <i>65,000.00</i> |
| 71 | <i>ALT 2 - ELECTRICAL TRENCHING AND BACKFILL</i> | <i>10,700.000</i> | <i>LF</i> | <i>35.00</i> | <i>374,500.00</i> |
| 72 | <i>ALT 3 - ADDITIONAL 2" AGGREGATE BASE ON FI</i> | <i>20,000.000</i> | <i>SF</i> | <i>1.50</i> | <i>30,000.00</i> |
| 73 | <i>ALT 4 - LIME TREAT BUILDING PADS 12" @ 5%</i> | <i>58,000.000</i> | <i>SF</i> | <i>2.00</i> | <i>116,000.00</i> |
| 73a | <i>ALT 4A - LIME TREAT TEMP ROAD 12" @ 5%</i> | <i>20,000.000</i> | <i>SF</i> | <i>2.25</i> | <i>45,000.00</i> |
| 73b | <i>ALT 4B - 4" AGGREGATE BASE ON TEMP ROAD</i> | <i>20,000.000</i> | <i>SF</i> | <i>2.25</i> | <i>45,000.00</i> |
| 74 | <i>ALT 5 - OFFSITE DEMO CGSW</i> | <i>1,250.000</i> | <i>LF</i> | <i>35.00</i> | <i>43,750.00</i> |
| 75 | <i>ALT 6 - 4" AB W/FABRIC LAYDOWN WITH OFFHA</i> | <i>50,000.000</i> | <i>SF</i> | <i>2.00</i> | <i>100,000.00</i> |
| 76 | <i>ALT 7 - ASPHALT CLEANING</i> | <i>5.000</i> | <i>SHFT</i> | <i>5,000.00</i> | <i>25,000.00</i> |
| 77 | <i>ALT 8 - PRIME COAT LIME TREAT PADS</i> | <i>58,000.000</i> | <i>SF</i> | <i>0.10</i> | <i>5,800.00</i> |
| 78 | <i>ALT 9 - HELD ASPHALT BUY PRICE</i> | <i>1,900.000</i> | <i>TON</i> | <i>12.00</i> | <i>22,800.00</i> |
| SUBTOTAL ALTERANTES | | | | | \$872,850.00 |
| 80 | <i>DEDUCT 1 - 4" AB AT TRACK</i> | <i>6,700.000</i> | <i>SF</i> | <i>-2.00</i> | <i>-13,400.00</i> |

CLARIFICATION:

**Notes:
 Items in italics are Non-Additive.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 0.5% P&P Bond Value: \$14,500

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>5/26/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>6/5/23</u> |
| No. _____ Date: _____ | No. <u>3</u> Date: <u>6/13/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

CCIP INSURANCE VALUE

A Contractor Controlled Insurance Program (CCIP) will be provided for this project. Base ("Bid") proposal shall exclude cost for Workers' Compensation, Employer's Liability, General & Excess Liability, and Contractors' Pollution Liability, but shall include automobile liability and insurance for off-site labor and operations. Please provide a cost to include standard insurance in the event the CCIP is no longer required: \$14,300

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: DA WOOD CONSTRUCTION Scope of Work: WET UTILITES CSCB No.: 816079

Name: SIERRA TRAFFIC MARKINGS Scope of Work: SIGNAGE AND STRIPING CSCB No.: 755317

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE #01 – Student Drop-Off

Description: Student drop-off on east of the site adjacent to Vernace Way

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On _____, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: _____

By: (Signature): _____

(Typed Name): _____

As Its: (Position/Title): _____

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Earthwork, Utilities, & Paving

SUBCONTRACTOR

Subcontractor's Firm Name: O.C. Jones & Sons, Inc.

Address: 1520 Fourth ST Berkeley CA 94710
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 510-809-3498 Fax: 510-526-0990

Contact Name: Donat Galicz Email: dgalicz@ocjones.com

State Contractor's Board No. 759729 Class Type: A

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$4,061,700.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: four million, sixty one thousand, seven hundred dollars, and zero cents



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 0.8% P&P Bond Value: \$32,494.00

Words: thirty two thousand , four hundred, and ninety four dollars zero cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>5/26/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>6/5/23</u> |
| No. _____ Date: _____ | No. <u>3</u> Date: <u>6/13/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: Waller, Inc. Scope of Work: Underground Utilities CSCB No.: 879648

Name: Sierra Traffic Markings, Inc. Scope of Work: Striping & Sealcoat CSCB No.: 755317

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

N/A %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 – Student Drop-Off

Description: Student drop-off on east of the site adjacent to Vernace Way

Add / Deduct (Circle One) (\$ 83,300.00)

Words: Add eighty three thousand and three hundred dollars and zero cents



ALTERNATE #02 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On June 19, 2023, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: O.C. Jones & Sons, Inc.

By: (Signature): 

(Typed Name): Donat Galicz

As Its: (Position/Title): Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



June 19, 2023

Cost Proposal

Attn: Jaime Kale

Assistant Preconstruction Manager Core Construction

Re: Nicholas Elementary School Modernization Inc 01, Sacramento, CA

O.C. Jones & Sons, Inc. (OCJ) proposes the following cost proposal to furnish labor, equipment, and materials for work on the above referenced project. Our proposal is based on the current civil plans only, dated May 15, 2023, by HMC Architects.

Clarifications Reviewed: 1-3

Base Scope of Work –Lump Sum Cost - \$4,061,700.00 – See attached breakdown.

1. Strip grass play field only to a depth of 2” and stockpile onsite. Strippings will be utilized in landscaping areas onsite.
2. Over-excavate 2ft and recompact existing soil in area of existing grass cover sports field as indicated per page 26 of the Geotechnical Report.
3. Earthwork includes cut/fill, compaction, grading, completing subgrade, rough excavation of bioswales, and off-hauling 5,860 CY of clean soil. Includes fine grading building pad, parking lot, roadway, sidewalk, and landscaping. As well as sidewalks along Vernace Way and Steiner Road, no demolition.
4. Notch curbs.
5. Furnish and place recycled Class 2 aggregate base for the following areas as follows:
 - 10.5” of AB underneath Type 1 pavement areas.
 - 6.5” of AB underneath Type 2 pavement areas.
 - 4” of AB underneath Type 3 pavement areas.
 - 6” of AB underneath Type 4 pavement areas.
 - 4” of AB underneath Type 5 pavement areas.
 - 4” of AB underneath Type 7 pavement areas.
 - 6” of AB underneath curb & gutter areas.
6. Furnish and place 4” Class 2 permeable base underneath Type 6 pavement areas.
7. Furnish and install 4” perforated subdrain underneath synthetic play areas as indicated per Contract Drawings.
8. Furnish and install Ashto No. 8 stone, perforated pipe, and filter fabric only for bioswale areas as indicated per Contract Drawings.
9. Furnish & place ½” Type A HMA PG 64-10 asphalt concrete per Caltrans Standards completed as follows:
 - 4” of asphalt concrete for Type 1 pavement areas.
 - 3” of asphalt concrete for Type 2 pavement areas.
 - 6” asphalt plug 12” wide for curb & gutter improvements along Steiner and Varnace.

1520 Fourth Street, Berkeley, California 94710-1774 Phone: (510)526-3424

FAX: Estimating – (510) 526-0990 License Number 759729

AN EQUAL OPPORTUNITY EMPLOYER

10. Furnish & place 3/8" Type A HMA PG 64-10 asphalt concrete per Caltrans Standards for asphalt playground areas as follows:
 - 4" of asphalt concrete for Type 1 pavement areas.
 - 3" of asphalt concrete for Type 2 pavement areas.
11. Complete installation and testing of storm drain, sewer, domestic water, and fire water distribution systems.
12. Complete striping, pavement markings, and parking signs as noted per plans.
13. Apply 2 coats of seal coat.

Alternate/Optional bid Item: (Note Optional Bid Item(s) must be included with Base Bid).

- **Alternate No. 01 – Student Drop-off on east of the site adjacent to Vernance Way: Lump Sum \$ 83,300.00**
 1. Work to be completed simultaneously with base scope of work, no separate mobilizations.
 2. All base scope of work clarifications and exclusions below apply.
- **Option No. 01 – Over-excavate & recompact soil for Building Pads Lump Sum \$ 45,400.00**
 1. Excavate 2ft from existing subgrade and recompact existing soil underneath building pads, this includes a 5ft over-build.
 2. This work will be completed simultaneously during our rough grade earthwork operations.
 3. All base scope of work clarifications and exclusions below apply.
- **Option No. 02 – Complete offsite demolition of Sidewalk: Lump Sum \$61,300.00**
 1. Complete concrete and asphalt pavement demolition for sidewalk improvements along Steiner Dr. and Vernace Way as indicated per Contract Drawing Sheets C 1.1.1 – C 1.1.3
 2. Includes sawcutting.
 3. Price based on 2 mobilizations.
 4. Excludes conform grinding, temporary pedestrian detours, notifying residents, and message board.
 4. All base scope of work clarifications and exclusions below apply.
- **Option No. 03 – Off-haul Utility and Footing Spoils: Price per Load \$ 590.00**
 1. Price is based on loading out a minimum of 50 loads out of one stockpile, approximately 500 CY
 2. Analytical soil testing by prime contractor will need to be conducted prior to off-haul of soil to ensure that our proposed soil dump site accept the soil. Our price is based on the soil being clean.
 3. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
 4. All base bid clarifications and exclusions apply.

5. Price based on 1 mobilization.
- **Option No. 04 – Clean Asphalt Pavement between Increment Paving**
Lump Sum \$ 23,200.00
 5. Wash and clean asphalt pavement prior to placing seal coat if not applied within 30 days of paving.
 6. This price only includes washing the asphalt pavement.
 7. O.C. Jones will have access to the entire asphalt pavement areas with no obstructions.
 8. Note once asphalt has been cleaned no one will be allowed on the clean pavement until the final lift of pavement is placed.
 9. Excludes striping, crack treatment, patch paving damaged areas.
 10. All base scope of work clarifications and exclusions below apply.
 11. Price based on 1 mobilization.
 - **Value Engineered Idea No. 01 – Reuse Rubble from Demolition as Class 2 AB -**
Lump Sum Credit <\$ 103,200.00>
 1. Based on a rough takeoff of the existing structures and hardscape, OCJ believes this material could be demolished, stockpiled on site, and crushed into Class 2 AB to be reutilized onsite.
 2. Our credit is based on the prime contractor furnishing 6,450 tons approximately of Class 2 AB onsite for Phase 2/4 scope of work only.
 3. O.C. Jones will still furnish and haul AB in order to complete Phase 5 (Core laydown area).
 4. Credit is based on OCJ hauling and placing Class 2 AB from onsite stockpile.
 - **Budget No. 01 – Complete Relocation of 8” Waterline – Lump Sum - \$66,700.00**
 1. Complete relocation of 8” waterline on south side of site underneath Building “F”, see Note 71 and 76 on Sheet C 4.2.1
 2. This appears to be an existing waterline that feeds existing residents and not the school site. This will require approved plans by the local water authority before final pricing can be provided. This is only a budget.
 3. Budget includes removal of existing line, installation of new line, tie-in to existing meter and system.
 4. Price based on 1 mobilization.

Clarifications:

1. O.C. Jones above pricing is for budgeting purposes only, O.C. Jones will provide final pricing once approved drawings and specifications are provided.
2. O.C. Jones pricing is based on completing the above-mentioned work only. Any additional work shall be negotiated separately. Rental work per OCJ rental rates.
3. The inclusions, exclusions, and conditions in this letter shall be made part of any subsequent contract.
4. All above work shall be completed in standard 8 hours M-F – 7:30 a.m. to 4:00 p.m. as noted on plans.

5. Mobilization shall be completed as follows:
 - Earthwork, rough grade, finish building pad, and lime treat building pads and fire road for Phases 2-4- 1 mobilization.
 - Finegrade and placement of aggregate base rock pavement areas and concrete areas onsite for Phases 2-4- 1 mobilization.
 - Complete finegrade and aggregate base for sidewalks along Steiner and Vernace – 1 mobilization.
 - Asphalt paving for Phases 2-4- 1 mobilization.
 - Utility work – sewer, water, fire line system, and storm drainage for Phases 2-4- 1 mobilization.
 - Complete all Phase 5 work – rough grade, finegrade, storm drain, aggregate base, and paving – 1 mobilization.
 - Complete striping and seal coat – 1 mobilization.
6. No phasing of the work. Price based on continuous operation for that mobilization. Any phasing or piecemealing of the work would be at added cost to be negotiated separately.
7. Asphalt concrete is subject to escalation and is based on \$670/TN Oil (Liquid Asphalt). Add \$0.60 per ton for every \$10.00 increase on oil at the Rack over **\$670.00**. There is 2,010 Tons of Asphalt Concrete on this project which may be subject to escalation.
8. Please note lime treatment shall be completed by the end of 2023, otherwise there will be an increase in lime material cost.
9. All pricing is good until the end June of 2025, except as noted in No. 07 & 08 above.
10. O.C. Jones earthwork calculations were based on the existing as built assuming the existing buildings slabs were 6” thick, the existing concrete pavement was 4” thick, the existing asphalt pavement was 3” thick (based on borings in Geotechnical report), and that the proposed building pads’ structural section are 4” of concrete over 4” of crushed rock.
11. Finegrading, base rock, and paving will be completed without any overhead obstructions.
12. Our bid assumes metered construction water will be available from the closest city/ municipal utility hydrant provided by the prime contractor. Our bid does not include the cost to haul water from alternative sources due to drought conditions. (i.e., recycled water from a water or treatment plant).
13. All soil on-site is assumed to be acceptable to be utilized as engineered fill. Should the geo-technician state the soil is not suitable, OCJ will negotiate to off-soil and import engineered fill.
14. Analytical soil testing by the prime contractor will need to be conducted prior to off-haul of soil to ensure that our proposed soil dump site accept the soil. Our price is based on the soil being clean.
15. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
16. New waterline, irrigation, and fire waterline connection for project site is from water meters installed on Steiner by others. Offsite work per Note 89 on Sheet C 4.2.1 is excluded and to be performed by others.

17. O.C. Jones shall complete storm drain lines, waterlines, and sewer lines to within 5ft of the buildings; all final connections will be made by others. Fire water to be stubbed into fire riser room locations, locations to be laid out by others.
18. Mastic and Poly bags for Corrosion Protection of ferrous metal pipe and fittings on fire water system, per NFPA standards.
19. Note we will not be responsible for protection of our work once completed and we have demobilized by the site.
20. Once asphalt paving has been completed no one will be allowed on the pavement until both coats of seal coat have been placed and striping has been completed.
21. All clarifications and exclusions apply to both base bid and optional items above.

Exclusions:

1. OCIP participation.
2. Working in wet conditions or if soil is over optimum due to weather. Or pumping rain water from site.
3. If existing soils are encountered with high water content, excludes aerating/disking soil to achieve specified optimum which will be completed on force account.
4. Cost for construction water.
5. Demolition of buildings, fencing, backstops, underground utilities, site furnishings, concrete/asphalt pavement, salvaging or relocating existing items, removal of transite pipe, etc. as it pertains to demolition and removal.
6. Excludes removal of manmade buried objects or trash, screening of soil containing these items, tanks, and well abandonment.
7. Tree or utility pole removals, tree trimming, rooting pruning, or tree protection.
8. Backfill voids or excavations as a result of demolition subcontractor's scope of work.
9. Underground utility locating service or ground penetrating radar service.
10. Relocate existing water meter or existing 8" line along south side of site underneath Building F, coming from Steiner Dr. Per Notes No. 71 and 76 on Sheet C4.2.1 of the Contract Drawings.
11. Placement of aggregate base, crushed rock for building pad or sand, and membrane for building pads.
12. Offsite utility or hardscape improvements. Street taps and tie-ins offsite for utilities.
13. Supplying and installing concrete encasement of new sanitary sewer piping at water crossings where separation distances cannot be maintained, as indicated, and required.
14. 8" Double Backflow Flushing Assembly.
15. Final connections of all utilities (storm drain, sewer, water, and fire lines) within 5ft of buildings. Final adjustment of Tamper Switches.
16. Videoing domestic and fire water distribution systems.
17. Temporary water or sewer service, including jobsite trailers.
18. Slurry or cement backfill of utility trenches.
19. Booster/water pump or connection to pumps.
20. Concrete slabs for booster pumps or grease interceptors.

21. Site Fire Flow Calculations.
22. Disinfection of any part of 6" 8" or 10" fire-line system or appurtenances.
23. Vacuum testing sewer and storm drain manholes.
24. Corrosion Protection Design and installation of wire, anodes, and test stations.
25. Conduit in fire water trenches for fire alarm system.
26. Resilient surfacing, synthetic turf, or composite lumber for synthetic turf.
27. Bioswales –Visqueen, filter fabric (except around subdrain pipe), bioswale mix, sandy loam topsoil, mulch, and planting.
28. River/Cobble rock, boulders, bark, mulch, pavers or sand bedding, decomposed granite, redwood headers or steel edges, root barrier, filter fabric/geotextiles, irrigation sleeves, or items indicated on the landscape plans.
29. Termite control or topsoil.
30. Bike racks, bollards, splash blocks, curb drains, monument sign, wayfinding signage, backstops, basketball poles and hoops, playground equipment, and railing.
31. Steel rumble plates, construction entrance, dust control (except for our operations), truck wash station, hydroseeding, and erosion control BMPS.
32. Temporary fencing, traffic control, k-rail, traffic control plans, temporary barricades, or tree protection.
33. Structure excavation or backfill for footings or walls, seat walls, mow bands, excavation of foundations for any playground equipment which includes basketball and tether poles.
34. Shoring, waterproofing, and dewatering.
35. Underground removal, relocation, abandonment, or temporary lines.
36. Asphalt patch paving and raising utility covers to grade which are existing or installed by others.
37. Concrete, electrical, pavers, landscaping, and fencing.
38. Design of SWPPP Plan, SWPPP, Erosion Control Measures.
39. Builders Risk Insurance, Bond, Permits, Testing Fees, and Fees. Bond Rate 0.8%.
40. Engineering, air monitoring, guard service, testing, QC/QA, and inspection.
41. Survey, staking, or layout.
42. Handling or off-haul of any hazardous, contaminated, or asbestos laden fill.
43. Import, topsoil, or off-haul of any spoils/fills generated by others.
44. Prime coat, crack treatment, paving fabric, fog seal, or slurry seal.
45. Overtime or weekend work.

If you have any questions regarding our bid proposal or pricing, please contact me in our Berkeley Office at (510) 809-3498 or via e-mail at dgalicz@ocjones.com.

Respectfully,



Donat Galicz

Estimator

O.C. Jones & Sons, Inc.

1520 Fourth Street, Berkeley, California 94710-1774 Phone: (510)526-3424

FAX: Estimating – (510) 526-0990 License Number 759729

AN EQUAL OPPORTUNITY EMPLOYER

Nicholas Elementary School Increment No. 01

O.C. JONES COST BREAKDOWN

6/19/2023

| BASE BID | | | | |
|-----------------------|--|-------------|-------------|------------------------|
| Item | Description | QTY | Unit | Bid Total |
| 1 | MOBILIZATION | 1.00 | LS | \$ 177,100.00 |
| 2 | STRIP GRASS PLAY FIELD | 1.00 | LS | \$ 29,200.00 |
| 3 | EARTHWORK (ROUGH GRADE) | 1.00 | LS | \$ 311,000.00 |
| 4 | LIME TREAT BUIDLING PAD | 1.00 | LS | \$ 140,100.00 |
| 5 | FINEGRADE BLDG PAD | 1.00 | LS | \$ 44,300.00 |
| 6 | FINEGRADE - REMAINING AREAS | 1.00 | LS | \$ 448,200.00 |
| 7 | CLASS 2 AB | 1.00 | LS | \$ 520,400.00 |
| 8 | CLASS 2 PERMEABLE ROCK FOR TYPE 6 | 1.00 | LS | \$ 65,600.00 |
| 9 | HMA PAVING | 1.00 | LS | \$ 272,100.00 |
| 10 | BIOSWALES - 4" PIPE AND ASHTO NO. 8 | 1.00 | LS | \$ 69,400.00 |
| 11 | 4' SUBDRAIN UNDERNEATH SYNTHETIC PLAY AREA | 1.00 | LS | \$ 17,400.00 |
| 12 | STRIPING/PARKING SIGNAGE/PARKING | 1.00 | LS | \$ 64,900.00 |
| 13 | SEAL COAT | 1.00 | LS | \$ 34,800.00 |
| 14 | SEWER | 1.00 | LS | \$ 359,900.00 |
| 15 | STORM DRAIN | 1.00 | LS | \$ 723,400.00 |
| 16 | DEOMESTIC WATER/IRRIGATION | 1.00 | LS | \$ 170,600.00 |
| 17 | FIRE WATERLINE | 1.00 | LS | \$ 613,300.00 |
| TOTAL BASE BID | | 1.00 | LS | \$ 4,061,700.00 |



O.C. Jones Revisions

SCUSD - Nicholas Elementary School Modernization Inc 1
Scope of Work: BP#008 – Earthwork, Wet Utilities & Paving

SCOPE OF WORK

PROPOSAL PACKAGE #008 – EARTHWORK, UTILITIES & PAVING

PRECEDENCE

The Subcontractor proposer submitting on this Scope of Work Proposal Package acknowledges receipt and review of this document, understands the Work and Expectations set forth under this agreement, and agrees to the terms and conditions thereof. This document is intended to compliment the Contract Documents, however, in the event of any inconsistency, the Contract Documents (Plans, Specifications, and Supplemental Documents), shall govern.

SCHEDULE

Refer to the published schedule with the Notice of Request for Proposals (RFP) for pertinent start, end, and critical milestone dates for work associated with this proposal package. It is expected that the proposer shall provide all necessary labor, material, and equipment to meet the published schedule durations as part of the Base ("Bid") Proposal Value. Should the proposer feel that this published duration is not optimal and believe that a more cost-efficient duration option is available, CORE Construction encourages the proposer to include this information and cost savings value as a Voluntary Alternate on the Proposal ("Bid") Form.

REASONABLE INFERENCE / GUARANTEED MAXIMUM PRICE PROPOSAL

This is a Lease-Lease Back (LLB) delivery method project with a Guaranteed Maximum Price (GMP). No change orders will be issued for work that is clearly identified or can be reasonably inferred from the Contract Documents (Plans, Specifications, and Supplemental Documents). Reasonable inference is subject to industry best practice standards and experience. If the proposer is concerned with what may or may not be construed as Reasonable Inference, CORE Construction highly recommends issuing a Request for Information clarifying the matter. Exclusion of this clause may be grounds for disqualification of the Subcontractor's proposal.

EXISTING CONDITIONS

The site is currently active and is not available to Subcontractors without advance coordination with CORE Construction. Do Not Contact the Client / End Users for Access to the Site. CORE Construction has published reference documentation on existing conditions of the proposed site at the FTP site. These documents may include subsurface utility locating maps, ground penetrating radar maps, potholing reports, as-built documents, drone videos / images, laser scans, photos, etc. If there is any specific information about existing conditions that is required to finalize the value of the scope of work proposal package, CORE Construction encourages issuing a Request for Information identifying the necessary data.

If information that is needed to finalize the proposal value is unavailable at the deadline for proposals, include the value as an Allowance, clearly identified in the Voluntary Alternates section of the Proposal ("Bid") Form.

CONSTRUCTION DOCUMENTS

The Construction Documents to be used in developing pricing for this proposal package can be found here:
CORE FTP LINK (Egnyte)

<https://core.egnyte.com/fl/LM98CYWShk>

Documents included are as follows: Subcontractor Proposal (Bid) Form, Notice of Request for Proposals, Notice of Invitation to Bid, Subcontractor Trade Scopes of Work, Plans, Specifications, Sample Subcontract Agreement,



Insurance Requirements, Textura Information, Billing Process for Major Project Vendors, General Construction Provisions, Preliminary Schedule, Logistics Plan, BIM Execution Plan, Clarifications & Addenda (if Issued), Supplemental (Reference) Documents.

SCOPE OF WORK

Subcontractors shall include in their Base ("Bid") Proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the Work identified in this package. Items not clearly shown on the drawings or indicated in other contract documents but reasonably inferable from the contract documents or necessary to the integrity and proper functioning of the Subcontractor's Work are to be included in the Base ("Bid") Proposal value.

Complete all **Site Clearing, Earthwork and Utilities** Work in accordance with the plans and specifications in conformity with the contract, and other documents listed in the RFP and this Scope of Work Proposal Package.

1. **Site Clearing** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
 - a. Clear site of existing organics, refuse, and unsatisfactory materials. Stripping grass field only
 - b. Coordinate locations of stockpiled debris and various laydown areas on the site with CORE. Approval by CORE Superintendent is required prior to stockpiling of any material.
 - c. ~~Include haul-off of and legal off-site disposal of cleared materials.~~ Grass strippings will be placed in Landscape Area.

2. **Earthwork** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
 - a. Subcontractor shall perform all site grading work including cut, export/import, over-excavation, compaction, and structural fill material.
 - b. Perform over-excavation, compaction, and import/export, place, and compact any necessary structural fill to attain design subgrade(s) at Building Pad.
 - i. Over-excavate areas with unacceptable soils as required by drawings, specifications, and geotechnical report.
 - c. Subcontractor shall excavate and rough grade subgrade elevations and profiles per the plans and specifications. Over-excavation must meet third party inspections and observations.
 - d. Add, furnish, place and compact AB under each paving type as outlined on the drawings, reference paving legend.
 - e. Provide grading +/- 0.10 foot at building and site concrete areas and +/- 0.10 foot at landscaping areas, including bioretention and swales, unless otherwise noted. Coordinate backfill requirements for planting areas with Landscaping Subcontractor. Do not use oversize material as backfill. All fill material must meet specifications.
 - f. Provide Lime Stabilization Treatment, including spreading and mixing lime and water with materials, and compacting the mixture to the lines, grades and dimensions shown on the plans and/or specified. Include soil treatment, ~~over-excavation~~, and subgrade preparation as indicated. All lime located within landscape areas shall be removed and replaced with topsoil as indicated.
 - g. All import shall be from an approved pit or if onsite shall be reviewed for approval prior to placement.
 - h. Perform grading for all site drainage features as indicated.
 - i. Provide all excavation, trenching, shoring, backfill, compaction, and temporary protection for this scope of work as required and in compliance with OSHA standards and Contractor requirements. Provide all excavation support and hazard protection, including shop drawings and engineering, as required (only if shoring is required).
 - j. Provide off-haul of all spoils for the project, ~~including foundations, interior and exterior plumbing and electrical~~, and site wet utilities. See Option No. 03 of O.C. Jones proposal for off-haul of spoils generated by others.



- k. ~~Provide all necessary traffic control including plans, permits, signage, electronic signage, concrete traffic barricades, delineators, cones, flaggers, etc. for the entire duration of off-site construction as required by Authorities Having Jurisdiction.~~
3. **Asphalt Paving** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- Supply and install all asphaltic concrete paving and permanent asphalt patching as indicated, including install, ~~removal and disposal of temporary patches.~~
 - Provide all flood testing to asphalt paving as required.
 - Fog seal to be performed at the end of construction to all paving areas. This work will require a remobilization to perform this work.
4. **Utilities Trenching and Backfill** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- Provide all excavation, trenching, shoring, backfill, compaction, and temporary protection and for this scope of work as required and in compliance with OSHA standards and Contractor requirements.
 - Provide all excavation support and hazard protection, including shop drawings and engineering, as required (only if shoring is required).
 - Supply and install all concrete for Wet Utilities scope of work including thrust blocks, slurry, encasement, storm, sewer, water, manholes, and hydrant collars as required.
 - Coordinate layout and invert elevations for tie-in connections at the building.
 - Contractor is responsible for all excavation, crushed stone, perforated pipe at the Bio Retention. Reference detail 9/C7.1.1. ~~Excludes all work above crushed stone and perforated pipe line.~~
 - Coordinate layout of site utility work with other Subcontractors to eliminate conflicts.
 - Provide Lime Stabilization Treatment, including spreading and mixing lime and water with in-place materials, and compacting the mixture to the lines, grades and dimensions shown on the plans and/or specified.
5. **Storm Drain System** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- Perform all site storm drain utility work including excavation, trenching, bedding, and backfill.
 - Supply and install storm drainage system including piping, drop inlets, manholes, outfalls, drains, catch basins, cleanouts, Contech Stormfilter, and all fittings, as indicated.
 - Construct drain inlet below play surfacing, as indicated on drawings.
 - Connect to existing storm drain line or structure. Pothole to verify depth and location prior to trenching.
 - Comply with and schedule all special inspections for this scope of work.
 - ~~Make all final connections to wet utilities within 5' of the buildings.~~ Will stub within 5ft of building, final connection by others.
 - All lines to be camera'ed after completion of work and before building turnover. Submit video and all related documentation to CORE West.
6. **Sanitary Sewer System** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- Perform all site sanitary sewer utility work including excavation, trenching, bedding, and backfill.
 - Supply and install sanitary sewer system including taps at campus sanitary sewer mains, piping, fittings, clean-outs. ~~Make final connection to building sewer invert within 5' of the building.~~
 - Provide connection to existing service.
 - Supply and install sanitary sewer piping as indicated in contract plans and specifications, including manholes, cleanouts, and grease interceptor as detailed.
 - ~~Supply and install concrete encasement of new sanitary sewer piping at water crossings where separation distances cannot be maintained, as indicated, and required.~~
 - ~~Make all final connections to wet utilities within 5' of the buildings.~~ Will stub within 5ft of building, final connection by others.



- d. All lines to be camera'ed after completion of work and before building turnover. Submit video and all related documentation to CORE West.
7. **Domestic and Fire Water Distribution System** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- a. Perform all water utility work including excavation, trenching, bedding, thrust blocks, and compacted backfill.
 - b. Provide connection to existing fire and water service ~~from on site meter installed by others.~~
 - c. Supply and install domestic water system including ~~street taps and tie-ins~~, piping, fittings, valves, backflow preventor, domestic meter (including PIV), reducer, ~~water pump~~, and all related components and appurtenances required for a complete system.
 - d. Supply and install fire water system including street taps and tie-ins, piping, fittings, valves, backflow preventor, hydrants, and all related components and appurtenances required for a complete system.
 - i. Fire water to be stubbed into fire riser room locations.
 - e. Coordinate with Contractor, School District, City, and Fire Marshal as required to facilitate necessary shutdown, cutover, testing, inspection, and operation of new lines.
 - f. Supply and install all reducers, gate valves, and all water and fire water utility lines including all indicated bends and tee's, at all indicated points of connection.
 - g. Install domestic water piping within five feet of building and allow Plumbing subcontractor to make final connections.
 - h. Provide final utility adjustments prior to paving and finished grade surfacing.
 - i. ~~Make all final connections to wet utilities within 5' of the buildings.~~ Will stub within 5ft of building, final connection by others.
 - j. ~~All lines to be camera'ed after completion of work and before building turnover. Submit video and all related documentation to CORE West.~~
8. **Irrigation Water Service** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- a. Perform all water utility work including excavation, trenching, bedding, and compacted backfill.
 - b. Supply and install water service to irrigation backflow location including ~~street taps and tie-ins~~, piping, ~~meters~~ and backflow preventers and all related components and appurtenances required.
 - c. Provide all risers and connections to Irrigation Booster Pump. Coordinate work with the Landscape subcontractor.
 - d. Contractor is responsible for all pad prep required for the irrigation booster pump.
9. **Parking Signage, Pavement Markings & Accessories** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- a. Install all on-site and ~~off-site signage~~ including any excavation, posts, footings, and mounting hardware as indicated and specified.
 - b. Van accessible parking and handicap reserved parking signs.
 - c. Fire Lane and No Parking signs.
 - d. On-site traffic control signs (STOP, etc.)
 - e. ~~Misc. site wayfinding, parking, and warning signs~~ as indicated and required.
 - f. Coordinate with Concrete Subcontractor for installation of ground-mounted signage.
 - g. Supply and install pavement markings including lay-out, striping with reflective paint where required, symbols, stencils, hatching, and painted curbs, as indicated and specified.
 - h. Parking stall lines.
 - i. ADA parking zones.
 - j. ADA symbols.
 - k. Red / yellow curb at fire lane as indicated.
 - l. Stencil lettering at curbs.
 - m. Supply and install pavement reflectors.



- n. ~~Supply and install detectable warning strips.~~
- o. Supply and install precast concrete parking bumpers.
- p. Provide kindergarten, playground and hardcourt striping as indicated.

10. **General Scope Requirements** - Provide all material, labor, equipment, and supervision for a complete scope of work per plans, and specifications, and geotechnical investigations. This scope of work shall include, but not be limited to:

- a. All construction shall conform to the Standard Specifications, Contract Documents, and the latest Standard Details for Public Works Construction (and any appurtenant supplements).
- b. All construction shall conform to the Geotechnical Investigations.
- c. Provide dust control for all operations related to this scope of work during working hours per Sacramento Metropolitan Air Quality Management District Regulations
- d. Clean and maintain trucking access routes for all equipment, including street sweeping as required for this scope of work
- e. Provide all tests and certifications required for complete and operational systems.
- f. Provide a qualified representative onsite for all tests and inspections as required. Subcontractor is responsible for scheduling testing and walking with inspectors to get systems signed off for final approval.
- g. Provide shop drawings, samples, product data and manufacturer's certifications and sample warranty as required.
- h. Comply with all AHJ and regulatory agency requirements as applicable.
- i. Provide daily clean-up to CORE's dumpsters. Hazardous materials shall be disposed of legally by Subcontractor.
- j. ~~Protect all adjacent structures, surfaces, utilities and materials from damage during this scope of work. Only when subcontractor is onsite completing our scope of work.~~
- k. Subcontractor shall protect all onsite materials, including installed materials, from moisture and damage by other trades until completed scope of Work has been accepted by CORE.
- l. ~~Subcontractor includes all permits and fees associated with their work.~~
- m. Subcontractor shall scribe daily reports to Contractor by following day.
- n. Subcontractor is responsible for delivery, unloading, and hoisting of its own materials and equipment. Subcontractor is to notify and schedule deliveries with Contractor at least 24 hours in advance.
- o. Subcontractor is responsible for ordering all material in advance, warehousing, and delivering per the construction schedule. Subcontractor to include traffic control (if necessary) for material deliveries.
- p. Subcontractor is responsible for final jobsite cleanup of all its own materials, refuse, equipment and temporary services.
- q. Subcontractor is responsible for layout of its own Work from control lines and benchmark elevations provided by Contractor.
- r. Subcontractor is responsible for all necessary manpower to maintain the project schedule, including multiple mobilizations, shift work, and night deliveries if required.
- s. Subcontractor includes all required scaffolding, lifts, cranes, working platforms, and other temporary works/equipment (including permits, fuel and operators) necessary for the completion of its own Work.
- t. Subcontractor is responsible for providing drinking water for its own personnel.
- u. Subcontractor is responsible for coordination with the work of other trades including mandatory attendance at all job and coordination meetings.
- v. Subcontractor to include cost for any required personnel and/or storage trailers.
- w. All materials shall comply with flame spread ratings as required; provide manufacturers certifications.
- x. Protect and maintain survey monuments and staking to prevent damage.
- y. Coordinate layout with other subcontractors to eliminate conflicts.
- z. Include multiple mobilizations as may be required per the Preliminary Construction Schedule and Phased Logistics Plan. See O.C. Jones regarding mobilizations.
- aa. All labor and material pricing shall be good through duration of Project end of August 2025. Include all labor and material escalations and include all applicable taxes. Except for Asphalt Oil Rack Price which at time of bid was \$670 per ton.



11. **Project Specific Provisions** – In addition to the above-listed items, Subcontractor shall be responsible for the following project specific provisions:

- a. This project is subject to Prevailing Wage Labor rates. Visit the State of California Department of Industrial Relations (DIR) website for the most accurate information and rates. Refer to the Project Tracking Number (PTN#) issued for this project and included in the RFP.
- b. Contractor is required to meet Skilled and Trained Workforces requirements.
- c. Subcontractor shall provide all necessary manpower, crews, mobilizations as required to complete the Work on or before the dates set forth in the Monthly Baseline and Weekly Look-Ahead Schedules.
- d. Standard working hours are 7:00am to 3:30pm Monday through Friday. ~~Furthermore, per City of Marysville, Hours of Construction, including grading, shall be limited to between the hours of 7:00am and 6:00pm, Monday through Friday, and between 8:00am and 6:00pm on Saturday. There shall be no construction on Sundays.~~
- e. Subcontractor shall participate in the Textura program for administration of all Subcontractor applications for payment. Refer to the RFP and CORE's FTP download site for information regarding Textura enrollment and associated fees.
- f. Subcontractor shall participate and adhere to CORE's trade coordination efforts. ~~If applicable, provide 3D modeling of trade systems in accordance to CORE's Virtual Construction Coordination document, provided in supplemental documents.~~ Weekly coordination meetings will be required until a fully coordinated model is developed and agreed upon. Provide active participation in coordination of layout with other trades.
- g. Subcontractor is solely responsible for the coordination, accuracy, and completeness of each submittal provided by its company as it relates to the intent of the plans and specifications. Each shop drawing and/or product data sheet, etc. shall be stamped by the Subcontractor to indicate its review and approval. Any deviation from the Contract Documents shall be clearly identified and appropriate material substitution request forms completed. All submittals shall be submitted in electronic format online. Software may change from project to project based on Client requirements. Training is available online upon request. The Contractor (CORE Construction) may request up to six (6) physical hard copies of all submittals.
- h. CORE Construction utilizes Procore on site for all plan's management and as-building activities. CORE's jobsites are paperless. Subcontractors are highly encouraged to use iPads and other tablet like devices that allow syncing with the Procore system daily for the most accurate information. It is the sole responsibility of the Subcontractor to provide the most current construction documents for use by its personnel in the field.
- i. ~~Subcontractor agrees that its schedule of values (SOV) will contain a line item of 5.0% of the Subcontract Price for payment purposes for all subcontract and project closeout requirements, to include: Starting of systems; demonstration and training; testing; adjusting; and balancing; operation and maintenance data; manual for materials and finishes; manual for equipment and systems; spare parts and maintenance products; project record documents; product and system warranties; and product bonds.~~
- j. Subcontractor shall adhere to CORE Construction's Safety & Quality Management Plan.
- k. Subcontractor to submit all close out documents in strict adherence with the contract documents including, but not limited to, as-built drawings, operation and maintenance manuals, certifications, reports, and warranties.
- l. The warranty period is two (2) years and shall commence upon substantial completion of the entire project. Refer to project specifications for required warranties on specific systems. All warranties start at final completion of the project.

Subcontractor shall account for, as part of its Proposal, the fact that the Contract Documents may not contain all required details, parts, or pieces necessary to provide a complete and functioning system; therefore, it is the responsibility of the Subcontractor to make reasonably inferable assumptions and allowances, as part of its proposal,



so as to help account for design omissions and ensure that all elements associated with the Scope of Work comply with all governing codes and regulations using best engineering practices.

Primary Specifications

- Section 10 14 00 – Signage
- Section 31 00 00 - Earthwork
- Section 31 23 33 - Trenching and Backfilling
- Section 31 31 00 – Soil Treatment
- Section 32 12 00 – Asphalt Concrete Paving
- Section 33 00 00 – Site Utilities
- Section 33 40 00 – Storm Drainage Utilities
- Section 33 00 00 – Site Utilities
- Section 33 40 00 – Storm Drainage Utilities

Related Specifications

- Division 00 - Procurement and Contracting Requirements
- Division 01 - General Requirements
- Section 32 16 00 – Site Concrete
- Section 32 80 00 – Irrigation
- Section 32 90 00 - Landscaping

ALTERNATES

The following alternates are identified in the Contract Documents or are Specifically Requested by CORE Construction through this Scope of Work Proposal Package.

Alt 1: Student drop-off on east of the site adjacent to Vernace Way

SUBCONTRACTOR VOLUNTARY ALTERNATES

The Subcontractor may choose to include any number of voluntary additive and/or deductive alternates to the Base ("Bid") Proposal Value submitted and the Alternates identified above. These Voluntary Alternates can be utilized for the purposes of, but not limited to, Value Engineering, Product Substitution, Scope of Work Clarification/Deviation, Identifying Allowances for Unknown Criteria, Etc. All Voluntary Alternates should be supported by applicable documentation, substantiating the basis of the scope/value/product/etc., at the time of bid, or should be noted to follow within 24 hours.

DISCLAIMER

The Sacramento City Unified School District and CORE Construction reserve the right to accept or reject any or all proposals and to waive irregularities in the proposal process and to accept any proposal which is determined by the Sacramento City Unified School District and CORE Construction to be in their best interests.

END OF SCOPE OF WORK



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Earthwork, Utilities, & Paving **Rev 01**

SUBCONTRACTOR

Subcontractor's Firm Name: O.C. Jones & Sons, Inc.

Address: 1520 Fourth St Berkeley CA 94710
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 510-809-3498 Fax: 510-526-0990

Contact Name: Donat Galicz Email: dgalicz@ocjones.com

State Contractor's Board No. 759729 Class Type: A

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$4,083,200.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: four million, eighty three thousand, two hundred dollars, and zero cents



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 0.8% P&P Bond Value: \$32,666.00

Words: thirty two thousand, six hundred, sixty fiver dollars, and zero cents.

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>5/26/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>6/5/23</u> |
| No. _____ Date: _____ | No. <u>3</u> Date: <u>6/13/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

CCIP INSURANCE VALUE

A Contractor Controlled Insurance Program (CCIP) will be provided for this project. Base ("Bid") proposal shall exclude cost for Workers' Compensation, Employer's Liability, General & Excess Liability, and Contractors' Pollution Liability, but shall include automobile liability and insurance for off-site labor and operations. Please provide a cost to include standard insurance in the event the CCIP is no longer required: \$7,500.00 we only took a minimum deduction in our bid

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: Waller, Inc. Scope of Work: Underground Utilities CSCB No.: 879648

Name: Sierra Traffic Markings, Inc. Scope of Work: Striping & Sealcoat CSCB No.: 755317

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

N/A %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE #01 – Student Drop-Off

Description: Student drop-off on east of the site adjacent to Vernace Way

Add / Deduct (Circle One) (\$ 83,300.00)

Words: eighty three thousand, three hundred dollar, and zero cents

ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On June 22, 2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: O.C. Jones & Sons, Inc.

By: (Signature): 

(Typed Name): Donat Galicz

As Its: (Position/Title): Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM



June 22, 2023

Cost Proposal Revision No. 01

Attn: Jaime Kale

Assistant Preconstruction Manager Core Construction

Re: Nicholas Elementary School Modernization Inc 01, Sacramento, CA

O.C. Jones & Sons, Inc. (OCJ) proposes the following cost proposal to furnish labor, equipment, and materials for work on the above referenced project. Our proposal is based on the current civil plans only, dated May 15, 2023, by HMC Architects.

Clarifications Reviewed: 1-3

Base Scope of Work –Lump Sum Cost - \$4,083,200.00 – See attached breakdown.

1. Strip grass play field only to a depth of 2” and stockpile onsite. Strippings will be utilized in landscaping areas onsite.
2. Over-excavate 3ft and recompact existing soil in area of existing grass cover sports field as indicated per page 26 of the Geotechnical Report.
3. Earthwork includes cut/fill, compaction, grading, completing subgrade, rough excavation of bioswales, and off-hauling 5,860 CY of clean soil. Includes fine grading building pad, parking lot, roadway, sidewalk, and landscaping. As well as sidewalks along Vernace Way and Steiner Road, no demolition.
4. Notch curbs.
5. Furnish and place recycled Class 2 aggregate base for the following areas as follows:
 - 10.5” of AB underneath Type 1 pavement areas.
 - 6.5” of AB underneath Type 2 pavement areas.
 - 4” of AB underneath Type 3 pavement areas.
 - 6” of AB underneath Type 4 pavement areas.
 - 4” of AB underneath Type 5 pavement areas.
 - 4” of AB underneath Type 7 pavement areas.
 - 6” of AB underneath curb & gutter areas.
6. Furnish and place 4” Class 2 permeable base underneath Type 6 pavement areas.
7. Furnish and install 4” perforated subdrain underneath synthetic play areas as indicated per Contract Drawings.
8. Furnish and install Ashto No. 8 stone, perforated pipe, and filter fabric only for bioswale areas as indicated per Contract Drawings.
9. Furnish & place ½” Type A HMA PG 64-10 asphalt concrete per Caltrans Standards completed as follows:
 - 4” of asphalt concrete for Type 1 pavement areas.
 - 3” of asphalt concrete for Type 2 pavement areas.
 - 6” asphalt plug 12” wide for curb & gutter improvements along Steiner and Vernace.

1520 Fourth Street, Berkeley, California 94710-1774 Phone: (510)526-3424

FAX: Estimating – (510) 526-0990 License Number 759729

AN EQUAL OPPORTUNITY EMPLOYER

10. Furnish & place 3/8" Type A HMA PG 64-10 asphalt concrete per Caltrans Standards for asphalt playground areas as follows:
 - 4" of asphalt concrete for Type 1 pavement areas.
 - 3" of asphalt concrete for Type 2 pavement areas.
11. Complete installation and testing of storm drain, sewer, domestic water, and fire water distribution systems.
12. Complete striping, pavement markings, and parking signs as noted per plans.
13. Apply 2 coats of seal coat.

Alternate/Optional bid Item: (Note Optional Bid Item(s) must be included with Base Bid).

- **Alternate No. 01 – Student Drop-off on east of the site adjacent to Vernance Way: Lump Sum \$ 83,300.00**
 1. Work to be completed simultaneously with base scope of work, no separate mobilizations.
 2. All base scope of work clarifications and exclusions below apply.
- **Option No. 01 – Over-excavate & recompact soil for Building Pads Lump Sum \$ 48,600.00**
 1. Excavate 3ft from existing subgrade and recompact existing soil underneath building pads, this includes a 5ft over-build.
 2. This work will be completed simultaneously during our rough grade earthwork operations.
 3. All base scope of work clarifications and exclusions below apply.
- **Option No. 02 – Complete offsite demolition of Sidewalk: Lump Sum \$61,300.00**
 1. Complete concrete and asphalt pavement demolition for sidewalk improvements along Steiner Dr. and Vernace Way as indicated per Contract Drawing Sheets C 1.1.1 – C 1.1.3
 2. Includes sawcutting.
 3. Price based on 2 mobilizations.
 4. Excludes conform grinding, temporary pedestrian detours, notifying residents, and message board.
 4. All base scope of work clarifications and exclusions below apply.
- **Option No. 03 – Off-haul Utility and Footing Spoils: Price per Load \$ 590.00**
 1. Price is based on loading out a minimum of 50 loads out of one stockpile, approximately 500 CY
 2. Analytical soil testing by prime contractor will need to be conducted prior to off-haul of soil to ensure that our proposed soil dump site accept the soil. Our price is based on the soil being clean.
 3. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
 4. All base bid clarifications and exclusions apply.

5. Price based on 1 mobilization.

• **Option No. 04 – Clean Asphalt Pavement between Increment Paving**
Lump Sum \$ 23,200.00

5. Wash and clean asphalt pavement prior to placing seal coat if not applied within 30 days of paving.
6. This price only includes washing the asphalt pavement.
7. O.C. Jones will have access to the entire asphalt pavement areas with no obstructions.
8. Note once asphalt has been cleaned no one will be allowed on the clean pavement until the final lift of pavement is placed.
9. Excludes striping, crack treatment, patch paving damaged areas.
10. All base scope of work clarifications and exclusions below apply.
11. Price based on 1 mobilization.

• **Option No. 05 – Lock-In Asphalt Paving Pricing Until End of 2025**
Lump Sum \$ 33,100.00

1. Lock-in the cost of asphalt material until the end of 2025, thus eliminating our Clarification Note 7 Asphalt Oil Rack Price.

• **Option No. 6 – Place Aggregate Base for Laydown Area: Lump Sum \$114,700.00**

1. Furnish and place Mirafi 140N Filter fabric and 4” of recycled Class 2 Aggregate for a temporary laydown area at the proposed soccer field approximately 50,000 SF.
2. Price includes removing and disposing of the filter fabric & aggregate base once it is no longer needed.
3. Price based on 2 mobilizations.
4. Excludes maintenance and amending soil once aggregate base is removed.

• **Value Engineered Idea No. 01 – Reuse Rubble from Demolition as Class 2 AB -**
Lump Sum Credit <\$ 103,200.00>

1. Based on a rough takeoff of the existing structures and hardscape, OCJ believes this material could be demolished, stockpiled on site, and crushed into Class 2 AB to be reutilized onsite.
2. Our credit is based on the prime contractor furnishing 6,450 tons approximately of Class 2 AB onsite for Phase 2/4 scope of work only.
3. O.C. Jones will still furnish and haul AB in order to complete Phase 5 (Core laydown area).
4. Credit is based on OCJ hauling and placing Class 2 AB from onsite stockpile.

• **Budget No. 01 – Complete Relocation of 8” Waterline – Lump Sum - \$66,700.00**

1. Complete relocation of 8” waterline on south side of site underneath Building “F”, see Note 71 and 76 on Sheet C 4.2.1

2. This appears to be an existing waterline that feeds existing residents and not the school site. This will require approved plans by the local water authority before final pricing can be provided. This is only a budget.
3. Budget includes removal of existing line, installation of new line, tie-in to existing meter and system.
4. Price based on 1 mobilization.

Clarifications:

- ~~1. O.C. Jones above pricing is for budgeting purposes only, O.C. Jones will provide final pricing once approved drawings and specifications are provided.~~
2. O.C. Jones pricing is based on completing the above-mentioned work only. Any additional work shall be negotiated separately. Rental work per OCJ rental rates.
3. The inclusions, exclusions, and conditions in this letter shall be made part of any subsequent contract.
4. All above work shall be completed in standard 8 hours M-F – 7:30 a.m. to 4:00 p.m. as noted on plans.
5. Mobilization shall be completed as follows:
 - Earthwork, rough grade, finish building pad, and lime treat building pads and fire road for Phases 2-4- 1 mobilization.
 - Finegrade and placement of aggregate base rock pavement areas and concrete areas onsite for Phases 2-4- 1 mobilization.
 - Complete finegrade and aggregate base for sidewalks along Steiner and Vernace – 1 mobilization.
 - Asphalt paving for Phases 2-4- 1 mobilization.
 - Utility work – sewer, water, fire line system, and storm drainage for Phases 2-4- 1 mobilization.
 - Complete all Phase 5 work – rough grade, finegrade, storm drain, aggregate base, and paving – 1 mobilization.
 - Complete striping and seal coat – 1 mobilization.
6. No phasing of the work. Price based on continuous operation for that mobilization. Any phasing or piecemealing of the work would be at added cost to be negotiated separately.
7. Asphalt concrete is subject to escalation and is based on \$670/TN Oil (Liquid Asphalt). Add \$0.60 per ton for every \$10.00 increase on oil at the Rack over \$670.00. There is 2,010 Tons of Asphalt Concrete on this project which may be subject to escalation.
- ~~8. Please note lime treatment shall be completed by the end of 2023, otherwise there will be an increase in lime material cost. Lime treatment price valid until June 2024.~~
9. All pricing is good until the end June of 2025, except as noted in No. 07 & ~~08~~ above.
10. O.C. Jones earthwork calculations were based on the existing as built assuming the existing buildings slabs were 6” thick, the existing concrete pavement was 4” thick, the existing asphalt pavement was 3” thick (based on borings in Geotechnical report), and that the proposed building pads’ structural section are 4” of concrete over 4” of crushed rock.

11. Finegrading, base rock, and paving will be completed without any overhead obstructions.
12. Our bid assumes metered construction water will be available from the closest city/ municipal utility hydrant provided by the prime contractor. Our bid does not include the cost to haul water from alternative sources due to drought conditions. (i.e., recycled water from a water or treatment plant).
13. All soil on-site is assumed to be acceptable to be utilized as engineered fill. Should the geo-technician state the soil is not suitable, OCJ will negotiate to off-soil and import engineered fill.
14. Analytical soil testing by the prime contractor will need to be conducted prior to off-haul of soil to ensure that our proposed soil dump site accept the soil. Our price is based on the soil being clean.
15. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
16. New waterline, irrigation, and fire waterline connection for project site is from water meters installed on Steiner by others. Offsite work per Note 89 on Sheet C 4.2.1 is excluded and to be performed by others.
17. O.C. Jones shall complete storm drain lines, waterlines, and sewer lines to within 5ft of the buildings; all final connections will be made by others. Fire water to be stubbed into fire riser room locations, locations to be laid out by others.
18. Mastic and Poly bags for Corrosion Protection of ferrous metal pipe and fittings on fire water system, per NFPA standards.
19. Note we will not be responsible for protection of our work once completed and we have demobilized by the site.
20. Once asphalt paving has been completed no one will be allowed on the pavement until both coats of seal coat have been placed and striping has been completed.
21. All clarifications and exclusions apply to both base bid and optional items above.

Exclusions:

1. OCIP participation.
2. Working in wet conditions or if soil is over optimum due to weather. Or pumping rainwater from site.
3. If existing soils are encountered with high water content, excludes aerating/disking soil to achieve specified optimum which will be completed on force account.
4. Cost for construction water.
5. Demolition of buildings, fencing, backstops, underground utilities, site furnishings, concrete/asphalt pavement, salvaging or relocating existing items, removal of transite pipe, etc. as it pertains to demolition and removal.
6. Excludes removal of manmade buried objects or trash, screening of soil containing these items, tanks, and well abandonment.
7. Tree or utility pole removals, tree trimming, rooting pruning, or tree protection.
8. Backfill voids or excavations as a result of demolition subcontractor's scope of work.
9. Underground utility locating service or ground penetrating radar service.

10. Relocate existing water meter or existing 8" line along south side of site underneath Building F, coming from Steiner Dr. Per Notes No. 71 and 76 on Sheet C4.2.1 of the Contract Drawings.
11. Placement of aggregate base, crushed rock for building pad or sand, and membrane for building pads.
12. Offsite utility or hardscape improvements. Street taps and tie-ins offsite for utilities.
13. Supplying and installing concrete encasement of new sanitary sewer piping at water crossings where separation distances cannot be maintained, as indicated, and required.
14. 8" Double Backflow Flushing Assembly.
15. Final connections of all utilities (storm drain, sewer, water, and fire lines) within 5ft of buildings. Final adjustment of Tamper Switches.
16. Videoing domestic and fire water distribution systems.
17. Temporary water or sewer service, including jobsite trailers.
18. Slurry or cement backfill of utility trenches.
19. Booster/water pump or connection to pumps.
20. Concrete slabs for booster pumps or grease interceptors.
21. Site Fire Flow Calculations.
22. Disinfection of any part of 6" 8" or 10" fire-line system or appurtenances.
23. Vacuum testing sewer and storm drain manholes.
24. Corrosion Protection Design and installation of wire, anodes, and test stations.
25. Conduit in fire water trenches for fire alarm system.
26. Resilient surfacing, synthetic turf, or composite lumber for synthetic turf.
27. Bioswales –Visqueen, filter fabric (except around subdrain pipe), bioswale mix, sandy loam topsoil, mulch, and planting.
28. River/Cobble rock, boulders, bark, mulch, pavers or sand bedding, decomposed granite, redwood headers or steel edges, root barrier, filter fabric/geotextiles, irrigation sleeves, or items indicated on the landscape plans.
29. Termite control or topsoil.
30. Bike racks, bollards, splash blocks, curb drains, monument sign, wayfinding signage, backstops, basketball poles and hoops, playground equipment, and railing.
31. Steel rumble plates, construction entrance, dust control (except for our operations), truck wash station, hydroseeding, and erosion control BMPS.
32. Temporary fencing, traffic control, k-rail, traffic control plans, temporary barricades, or tree protection.
33. Structure excavation or backfill for footings or walls, seat walls, mow bands, excavation of foundations for any playground equipment which includes basketball and tether poles.
34. Shoring, waterproofing, and dewatering.
35. Underground removal, relocation, abandonment, or temporary lines.
36. Asphalt patch paving and raising utility covers to grade which are existing or installed by others.
37. Concrete, electrical, pavers, landscaping, and fencing.

38. Design of SWPPP Plan, SWPPP, Erosion Control Measures.
39. Builders Risk Insurance, Bond, Permits, Testing Fees, and Fees. Bond Rate 0.8%.
40. Engineering, air monitoring, guard service, testing, QC/QA, and inspection.
41. Survey, staking, or layout.
42. Handling or off-haul of any hazardous, contaminated, or asbestos laden fill.
43. Import, topsoil, or off-haul of any spoils/fills generated by others.
44. Prime coat, crack treatment, paving fabric, fog seal, or slurry seal.
45. Overtime or weekend work.

If you have any questions regarding our bid proposal or pricing, please contact me in our Berkeley Office at (510) 809-3498 or via e-mail at dgalicz@ocjones.com.

Respectfully,



Donat Galicz

Estimator

O.C. Jones & Sons, Inc.

Nicholas Elementary School Increment No. 01

O.C. JONES COST BREAKDOWN REVISION NO. 01

6/22/2023

| BASE BID | | | | |
|-----------------------|--|-------------|-----------|------------------------|
| Item | Description | QTY | Unit | Bid Total |
| 1 | MOBILIZATION | 1.00 | LS | \$ 178,600.00 |
| 2 | STRIP GRASS PLAY FIELD | 1.00 | LS | \$ 29,200.00 |
| 3 | EARTHWORK (ROUGH GRADE) | 1.00 | LS | \$ 328,900.00 |
| 4 | LIME TREAT BUIDLING PAD | 1.00 | LS | \$ 142,200.00 |
| 5 | FINEGRADE BLDG PAD | 1.00 | LS | \$ 44,300.00 |
| 6 | FINEGRADE - REMAINING AREAS | 1.00 | LS | \$ 448,200.00 |
| 7 | CLASS 2 AB | 1.00 | LS | \$ 520,400.00 |
| 8 | CLASS 2 PERMEABLE ROCK FOR TYPE 6 | 1.00 | LS | \$ 65,600.00 |
| 9 | HMA PAVING | 1.00 | LS | \$ 272,100.00 |
| 10 | BIOSWALES - 4" PIPE AND ASHTO NO. 8 | 1.00 | LS | \$ 69,400.00 |
| 11 | 4' SUBDRAIN UNDERNEATH SYNTHETIC PLAY AREA | 1.00 | LS | \$ 17,400.00 |
| 12 | STRIPING/PARKING SIGNAGE/PARKING | 1.00 | LS | \$ 64,900.00 |
| 13 | SEAL COAT | 1.00 | LS | \$ 34,800.00 |
| 14 | SEWER | 1.00 | LS | \$ 359,900.00 |
| 15 | STORM DRAIN | 1.00 | LS | \$ 723,400.00 |
| 16 | DEOMESTIC WATER/IRRIGATION | 1.00 | LS | \$ 170,600.00 |
| 17 | FIRE WATERLINE | 1.00 | LS | \$ 613,300.00 |
| TOTAL BASE BID | | 1.00 | LS | \$ 4,083,200.00 |



O.C. Jones Revisions

SCUSD - Nicholas Elementary School Modernization Inc 1
Scope of Work: BP#008 – Earthwork, Wet Utilities & Paving

SCOPE OF WORK

PROPOSAL PACKAGE #008 – EARTHWORK, UTILITIES & PAVING

PRECEDENCE

The Subcontractor proposer submitting on this Scope of Work Proposal Package acknowledges receipt and review of this document, understands the Work and Expectations set forth under this agreement, and agrees to the terms and conditions thereof. This document is intended to compliment the Contract Documents, however, in the event of any inconsistency, the Contract Documents (Plans, Specifications, and Supplemental Documents), shall govern.

SCHEDULE

Refer to the published schedule with the Notice of Request for Proposals (RFP) for pertinent start, end, and critical milestone dates for work associated with this proposal package. It is expected that the proposer shall provide all necessary labor, material, and equipment to meet the published schedule durations as part of the Base ("Bid") Proposal Value. Should the proposer feel that this published duration is not optimal and believe that a more cost-efficient duration option is available, CORE Construction encourages the proposer to include this information and cost savings value as a Voluntary Alternate on the Proposal ("Bid") Form.

REASONABLE INFERENCE / GUARANTEED MAXIMUM PRICE PROPOSAL

This is a Lease-Lease Back (LLB) delivery method project with a Guaranteed Maximum Price (GMP). No change orders will be issued for work that is clearly identified or can be reasonably inferred from the Contract Documents (Plans, Specifications, and Supplemental Documents). Reasonable inference is subject to industry best practice standards and experience. If the proposer is concerned with what may or may not be construed as Reasonable Inference, CORE Construction highly recommends issuing a Request for Information clarifying the matter. Exclusion of this clause may be grounds for disqualification of the Subcontractor's proposal.

EXISTING CONDITIONS

The site is currently active and is not available to Subcontractors without advance coordination with CORE Construction. Do Not Contact the Client / End Users for Access to the Site. CORE Construction has published reference documentation on existing conditions of the proposed site at the FTP site. These documents may include subsurface utility locating maps, ground penetrating radar maps, potholing reports, as-built documents, drone videos / images, laser scans, photos, etc. If there is any specific information about existing conditions that is required to finalize the value of the scope of work proposal package, CORE Construction encourages issuing a Request for Information identifying the necessary data.

If information that is needed to finalize the proposal value is unavailable at the deadline for proposals, include the value as an Allowance, clearly identified in the Voluntary Alternates section of the Proposal ("Bid") Form.

CONSTRUCTION DOCUMENTS

The Construction Documents to be used in developing pricing for this proposal package can be found here:
CORE FTP LINK (Egnyte)

<https://core.egnyte.com/fl/LM98CYWShk>

Documents included are as follows: Subcontractor Proposal (Bid) Form, Notice of Request for Proposals, Notice of Invitation to Bid, Subcontractor Trade Scopes of Work, Plans, Specifications, Sample Subcontract Agreement,



Insurance Requirements, Textura Information, Billing Process for Major Project Vendors, General Construction Provisions, Preliminary Schedule, Logistics Plan, BIM Execution Plan, Clarifications & Addenda (if Issued), Supplemental (Reference) Documents.

SCOPE OF WORK

Subcontractors shall include in their Base ("Bid") Proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the Work identified in this package. Items not clearly shown on the drawings or indicated in other contract documents but reasonably inferable from the contract documents or necessary to the integrity and proper functioning of the Subcontractor's Work are to be included in the Base ("Bid") Proposal value.

Complete all **Site Clearing, Earthwork and Utilities** Work in accordance with the plans and specifications in conformity with the contract, and other documents listed in the RFP and this Scope of Work Proposal Package.

1. **Site Clearing** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
 - a. Clear site of existing organics, refuse, and unsatisfactory materials. Stripping grass field only
 - b. Coordinate locations of stockpiled debris and various laydown areas on the site with CORE. Approval by CORE Superintendent is required prior to stockpiling of any material.
 - c. ~~Include haul-off of and legal off-site disposal of cleared materials.~~ Grass strippings will be placed in Landscape Area.

2. **Earthwork** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
 - a. Subcontractor shall perform all site grading work including cut, export/import, over-excavation, compaction, and structural fill material.
 - b. Perform over-excavation, compaction, and import/export, place, and compact any necessary structural fill to attain design subgrade(s) at Building Pad.
 - i. Over-excavate areas with unacceptable soils as required by drawings, specifications, and geotechnical report.
 - c. Subcontractor shall excavate and rough grade subgrade elevations and profiles per the plans and specifications. Over-excavation must meet third party inspections and observations.
 - d. Add, furnish, place and compact AB under each paving type as outlined on the drawings, reference paving legend.
 - e. Provide grading +/- 0.10 foot at building and site concrete areas and +/- 0.10 foot at landscaping areas, including bioretention and swales, unless otherwise noted. Coordinate backfill requirements for planting areas with Landscaping Subcontractor. Do not use oversize material as backfill. All fill material must meet specifications.
 - f. Provide Lime Stabilization Treatment, including spreading and mixing lime and water with materials, and compacting the mixture to the lines, grades and dimensions shown on the plans and/or specified. Include soil treatment, ~~over-excavation~~, and subgrade preparation as indicated. All lime located within landscape areas shall be removed and replaced with topsoil as indicated.
 - g. All import shall be from an approved pit or if onsite shall be reviewed for approval prior to placement.
 - h. Perform grading for all site drainage features as indicated.
 - i. Provide all excavation, trenching, shoring, backfill, compaction, and temporary protection for this scope of work as required and in compliance with OSHA standards and Contractor requirements. Provide all excavation support and hazard protection, including shop drawings and engineering, as required (only if shoring is required).
 - j. Provide off-haul of all spoils for the project, ~~including foundations, interior and exterior plumbing and electrical~~, and site wet utilities. See Option No. 03 of O.C. Jones proposal for off-haul of spoils generated by others.



- k. ~~Provide all necessary traffic control including plans, permits, signage, electronic signage, concrete traffic barricades, delineators, cones, flaggers, etc. for the entire duration of off-site construction as required by Authorities Having Jurisdiction.~~
3. **Asphalt Paving** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:

 - a. Supply and install all asphaltic concrete paving and permanent asphalt patching as indicated, including install, ~~removal and disposal of temporary patches.~~
 - b. Provide all flood testing to asphalt paving as required.
 - c. Fog seal to be performed at the end of construction to all paving areas. This work will require a remobilization to perform this work.
4. **Utilities Trenching and Backfill** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:

 - a. Provide all excavation, trenching, shoring, backfill, compaction, and temporary protection and for this scope of work as required and in compliance with OSHA standards and Contractor requirements.
 - i. Provide all excavation support and hazard protection, including shop drawings and engineering, as required (only if shoring is required).
 - b. Supply and install all concrete for Wet Utilities scope of work including thrust blocks, slurry, encasement, storm, sewer, water, manholes, and hydrant collars as required.
 - c. Coordinate layout and invert elevations for tie-in connections at the building.
 - d. Contractor is responsible for all excavation, crushed stone, perforated pipe at the Bio Retention. Reference detail 9/C7.1.1. Excludes all work above crushed stone and perforated pipe line.
 - e. Coordinate layout of site utility work with other Subcontractors to eliminate conflicts.
 - f. Provide Lime Stabilization Treatment, including spreading and mixing lime and water with in-place materials, and compacting the mixture to the lines, grades and dimensions shown on the plans and/or specified.
5. **Storm Drain System** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:

 - a. Perform all site storm drain utility work including excavation, trenching, bedding, and backfill.
 - b. Supply and install storm drainage system including piping, drop inlets, manholes, outfalls, drains, catch basins, cleanouts, Contech Stormfilter, and all fittings, as indicated.
 - c. Construct drain inlet below play surfacing, as indicated on drawings.
 - d. Connect to existing storm drain line or structure. Pothole to verify depth and location prior to trenching.
 - e. Comply with and schedule all special inspections for this scope of work.
 - f. ~~Make all final connections to wet utilities within 5' of the buildings.~~ Will stub within 5ft of building, final connection by others.
 - g. All lines to be camera'ed after completion of work and before building turnover. Submit video and all related documentation to CORE West.
6. **Sanitary Sewer System** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:

 - a. Perform all site sanitary sewer utility work including excavation, trenching, bedding, and backfill.
 - b. Supply and install sanitary sewer system including taps at campus sanitary sewer mains, piping, fittings, clean-outs. ~~Make final connection to building sewer invert within 5' of the building.~~
 - i. Provide connection to existing service.
 - ii. Supply and install sanitary sewer piping as indicated in contract plans and specifications, including manholes, cleanouts, and grease interceptor as detailed.
 - iii. ~~Supply and install concrete encasement of new sanitary sewer piping at water crossings where separation distances cannot be maintained, as indicated, and required.~~
 - c. ~~Make all final connections to wet utilities within 5' of the buildings.~~ Will stub within 5ft of building, final connection by others.



- d. All lines to be camera'ed after completion of work and before building turnover. Submit video and all related documentation to CORE West.
7. **Domestic and Fire Water Distribution System** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- a. Perform all water utility work including excavation, trenching, bedding, thrust blocks, and compacted backfill.
 - b. Provide connection to existing fire and water service ~~from on site meter installed by others.~~
 - c. Supply and install domestic water system including ~~street taps and tie-ins,~~ piping, fittings, valves, backflow preventor, domestic meter (including PIV), reducer, ~~water pump,~~ and all related components and appurtenances required for a complete system.
 - d. Supply and install fire water system including street taps and tie-ins, piping, fittings, valves, backflow preventor, hydrants, and all related components and appurtenances required for a complete system.
 - i. Fire water to be stubbed into fire riser room locations.
 - e. Coordinate with Contractor, School District, City, and Fire Marshal as required to facilitate necessary shutdown, cutover, testing, inspection, and operation of new lines.
 - f. Supply and install all reducers, gate valves, and all water and fire water utility lines including all indicated bends and tee's, at all indicated points of connection.
 - g. Install domestic water piping within five feet of building and allow Plumbing subcontractor to make final connections.
 - h. Provide final utility adjustments prior to paving and finished grade surfacing.
 - i. ~~Make all final connections to wet utilities within 5' of the buildings. Will stub within 5ft of building, final connection by others.~~
 - j. ~~All lines to be camera'ed after completion of work and before building turnover. Submit video and all related documentation to CORE West.~~
8. **Irrigation Water Service** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- a. Perform all water utility work including excavation, trenching, bedding, and compacted backfill.
 - b. Supply and install water service to irrigation backflow location including ~~street taps and tie-ins,~~ piping, ~~meters~~ and backflow preventers and all related components and appurtenances required.
 - c. Provide all risers and connections to Irrigation Booster Pump. Coordinate work with the Landscape subcontractor.
 - d. Contractor is responsible for all pad prep required for the irrigation booster pump.
9. **Parking Signage, Pavement Markings & Accessories** – Provide all materials, labor, equipment, and supervision for a complete scope of work per plans and specifications. This scope of work shall include, but not be limited to:
- a. Install all on-site and ~~off-site signage~~ including any excavation, posts, footings, and mounting hardware as indicated and specified.
 - b. Van accessible parking and handicap reserved parking signs.
 - c. Fire Lane and No Parking signs.
 - d. On-site traffic control signs (STOP, etc.)
 - e. ~~Misc. site wayfinding, parking, and warning signs~~ as indicated and required.
 - f. Coordinate with Concrete Subcontractor for installation of ground-mounted signage.
 - g. Supply and install pavement markings including lay-out, striping with reflective paint where required, symbols, stencils, hatching, and painted curbs, as indicated and specified.
 - h. Parking stall lines.
 - i. ADA parking zones.
 - j. ADA symbols.
 - k. Red / yellow curb at fire lane as indicated.
 - l. Stencil lettering at curbs.
 - m. Supply and install pavement reflectors.



- n. ~~Supply and install detectable warning strips.~~
- o. Supply and install precast concrete parking bumpers.
- p. Provide kindergarten, playground and hardcourt striping as indicated.

10. **General Scope Requirements** - Provide all material, labor, equipment, and supervision for a complete scope of work per plans, and specifications, and geotechnical investigations. This scope of work shall include, but not be limited to:

- a. All construction shall conform to the Standard Specifications, Contract Documents, and the latest Standard Details for Public Works Construction (and any appurtenant supplements).
- b. All construction shall conform to the Geotechnical Investigations.
- c. Provide dust control for all operations related to this scope of work during working hours per Sacramento Metropolitan Air Quality Management District Regulations
- d. Clean and maintain trucking access routes for all equipment, including street sweeping as required for this scope of work
- e. Provide all tests and certifications required for complete and operational systems.
- f. Provide a qualified representative onsite for all tests and inspections as required. Subcontractor is responsible for scheduling testing and walking with inspectors to get systems signed off for final approval.
- g. Provide shop drawings, samples, product data and manufacturer's certifications and sample warranty as required.
- h. Comply with all AHJ and regulatory agency requirements as applicable.
- i. Provide daily clean-up to CORE's dumpsters. Hazardous materials shall be disposed of legally by Subcontractor.
- j. **Protect** all adjacent structures, surfaces, utilities and materials from damage during this scope of work. ~~Only~~ when subcontractor is onsite completing our scope of work.
- k. Subcontractor shall **protect** all onsite materials, including installed materials, from moisture and damage by other trades until completed scope of Work has been accepted by CORE.
- l. ~~Subcontractor includes all permits and fees associated with their work.~~
- m. Subcontractor shall scribe daily reports to Contractor by following day.
- n. Subcontractor is responsible for delivery, unloading, and hoisting of its own materials and equipment. Subcontractor is to notify and schedule deliveries with Contractor at least 24 hours in advance.
- o. Subcontractor is responsible for ordering all material in advance, warehousing, and delivering per the construction schedule. Subcontractor to include traffic control (if necessary) for material deliveries.
- p. Subcontractor is responsible for final jobsite cleanup of all its own materials, refuse, equipment and temporary services.
- q. Subcontractor is responsible for layout of its own Work from control lines and benchmark elevations provided by Contractor.
- r. Subcontractor is responsible for all necessary manpower to maintain the project schedule, including multiple mobilizations, shift work, and night deliveries if required.
- s. Subcontractor includes all required scaffolding, lifts, cranes, working platforms, and other temporary works/equipment (~~including permits,~~ fuel and operators) necessary for the completion of its own Work.
- t. Subcontractor is responsible for providing drinking water for its own personnel.
- u. Subcontractor is responsible for coordination with the work of other trades including mandatory attendance at all job and coordination meetings.
- v. Subcontractor to include cost for any required personnel and/or storage trailers.
- w. All materials shall comply with flame spread ratings as required; provide manufacturers certifications.
- x. Protect and maintain survey monuments and staking to prevent damage.
- y. Coordinate layout with other subcontractors to eliminate conflicts.
- z. Include multiple mobilizations as may be required per the Preliminary Construction Schedule and Phased Logistics Plan. See O.C. Jones regarding mobilizations.
- aa. All labor and material pricing shall be good through duration of ~~Project~~ end of August 2025. Include all labor and material escalations and include all applicable taxes. Except for Asphalt Oil Rack Price which at time of bid was \$670 per ton.



11. **Project Specific Provisions** – In addition to the above-listed items, Subcontractor shall be responsible for the following project specific provisions:
- a. This project is subject to Prevailing Wage Labor rates. Visit the State of California Department of Industrial Relations (DIR) website for the most accurate information and rates. Refer to the Project Tracking Number (PTN#) issued for this project and included in the RFP.
 - b. Contractor is required to meet Skilled and Trained Workforces requirements.
 - c. Subcontractor shall provide all necessary manpower, crews, mobilizations as required to complete the Work on or before the dates set forth in the Monthly Baseline and Weekly Look-Ahead Schedules.
 - d. Standard working hours are 7:00am to 3:30pm Monday through Friday. ~~Furthermore, per City of Marysville, Hours of Construction, including grading, shall be limited to between the hours of 7:00am and 6:00pm, Monday through Friday, and between 8:00am and 6:00pm on Saturday. There shall be no construction on Sundays.~~
 - e. Subcontractor shall participate in the Textura program for administration of all Subcontractor applications for payment. Refer to the RFP and CORE's FTP download site for information regarding Textura enrollment and associated fees.
 - f. Subcontractor shall participate and adhere to CORE's trade coordination efforts. ~~If applicable, provide 3D modeling of trade systems in accordance to CORE's Virtual Construction Coordination document, provided in supplemental documents.~~ Weekly coordination meetings will be required until a fully coordinated model is developed and agreed upon. Provide active participation in coordination of layout with other trades.
 - g. Subcontractor is solely responsible for the coordination, accuracy, and completeness of each submittal provided by its company as it relates to the intent of the plans and specifications. Each shop drawing and/or product data sheet, etc. shall be stamped by the Subcontractor to indicate its review and approval. Any deviation from the Contract Documents shall be clearly identified and appropriate material substitution request forms completed. All submittals shall be submitted in electronic format online. Software may change from project to project based on Client requirements. Training is available online upon request. The Contractor (CORE Construction) may request up to six (6) physical hard copies of all submittals.
 - h. CORE Construction utilizes Procore on site for all plan's management and as-building activities. CORE's jobsites are paperless. Subcontractors are highly encouraged to use iPads and other tablet like devices that allow syncing with the Procore system daily for the most accurate information. It is the sole responsibility of the Subcontractor to provide the most current construction documents for use by its personnel in the field.
 - i. ~~Subcontractor agrees that its schedule of values (SOV) will contain a line item of 5.0% of the Subcontract Price for payment purposes for all subcontract and project closeout requirements, to include: Starting of systems; demonstration and training; testing; adjusting; and balancing; operation and maintenance data; manual for materials and finishes; manual for equipment and systems; spare parts and maintenance products; project record documents; product and system warranties; and product bonds.~~
 - j. Subcontractor shall adhere to CORE Construction's Safety & Quality Management Plan.
 - k. Subcontractor to submit all close out documents in strict adherence with the contract documents including, but not limited to, as-built drawings, operation and maintenance manuals, certifications, reports, and warranties.
 - l. The warranty period is two (2) years and shall commence upon substantial completion of the entire project. Refer to project specifications for required warranties on specific systems. All warranties start at final completion of the project.

Subcontractor shall account for, as part of its Proposal, the fact that the Contract Documents may not contain all required details, parts, or pieces necessary to provide a complete and functioning system; therefore, it is the responsibility of the Subcontractor to make reasonably inferable assumptions and allowances, as part of its proposal,



so as to help account for design omissions and ensure that all elements associated with the Scope of Work comply with all governing codes and regulations using best engineering practices.

Primary Specifications

Section 10 14 00 – Signage
Section 31 00 00 - Earthwork
Section 31 23 33 - Trenching and Backfilling
Section 31 31 00 – Soil Treatment
Section 32 12 00 – Asphalt Concrete Paving
Section 33 00 00 – Site Utilities
Section 33 40 00 – Storm Drainage Utilities
Section 33 00 00 – Site Utilities
Section 33 40 00 – Storm Drainage Utilities

Related Specifications

Division 00 - Procurement and Contracting Requirements
Division 01 - General Requirements
Section 32 16 00 – Site Concrete
Section 32 80 00 – Irrigation
Section 32 90 00 - Landscaping

ALTERNATES

The following alternates are identified in the Contract Documents or are Specifically Requested by CORE Construction through this Scope of Work Proposal Package.

Alt 1: Student drop-off on east of the site adjacent to Vernace Way

SUBCONTRACTOR VOLUNTARY ALTERNATES

The Subcontractor may choose to include any number of voluntary additive and/or deductive alternates to the Base ("Bid") Proposal Value submitted and the Alternates identified above. These Voluntary Alternates can be utilized for the purposes of, but not limited to, Value Engineering, Product Substitution, Scope of Work Clarification/Deviation, Identifying Allowances for Unknown Criteria, Etc. All Voluntary Alternates should be supported by applicable documentation, substantiating the basis of the scope/value/product/etc., at the time of bid, or should be noted to follow within 24 hours.

DISCLAIMER

The Sacramento City Unified School District and CORE Construction reserve the right to accept or reject any or all proposals and to waive irregularities in the proposal process and to accept any proposal which is determined by the Sacramento City Unified School District and CORE Construction to be in their best interests.

END OF SCOPE OF WORK

| Act ID | Description | Orig Dur | Rem Dur | Early Start | Early Finish |
|--------|---|----------|---------|-------------|--------------|
| 010 | Phase 1-4 Duration | 178d | 178d | 11SEP23 | 17MAY24 |
| 020 | Strip Grass & Rough Grade | 10d | 10d | 11SEP23 | 22SEP23 |
| 030 | Ex/Install/Bkfl Sewer Line | 12d | 12d | 25SEP23 | 10OCT23 |
| 040 | Ex/Install/Bkfl Storm Drain Line | 25d | 25d | 09OCT23 | 10NOV23 |
| 050 | Ex/Install/Bkfl Domestic Water Line | 8d | 8d | 09NOV23 | 20NOV23 |
| 060 | Ex/Install/Bkfl Fire Water System | 19d | 19d | 17NOV23 | 13DEC23 |
| 070 | Lime treat/Finish Building Pads/Fire Lane | 10d | 10d | 07DEC23 | 20DEC23 |
| 080 | No work period | 70d | 70d | 21DEC23 | 29MAR24 |
| 090 | Finegrade Parking Lot/Playground Area | 5d | 5d | 01APR24 | 05APR24 |
| 100 | Complete AB Parking Lot/Playground | 7d | 7d | 08APR24 | 16APR24 |
| 110 | Pave Parking Lot/Playground | 2d | 2d | 17APR24 | 18APR24 |
| 120 | Finegrade Walks/AB Onsite | 35d | 35d | 01APR24 | 17MAY24 |
| 130 | Finegrade/AB Street Walks | 10d | 10d | 01APR24 | 12APR24 |
| 140 | Touch up Landscape Areas | 5d | 5d | 01APR24 | 05APR24 |
| 1010 | Phase 5 Duration | 31d* | 31d* | 05MAY25 | 16JUN25 |
| 1020 | Finegrade - Basketball Ct/Track/ Soccer Field | 5d | 5d | 05MAY25 | 09MAY25 |
| 1030 | Place AB/finish - Track/Basketball Ct | 3d | 3d | 12MAY25 | 14MAY25 |
| 1040 | Pave Basketball Court | 1d | 1d | 15MAY25 | 15MAY25 |
| 1050 | Raise Utility Covers to Grade | 10d | 10d | 16MAY25 | 29MAY25 |
| 1060 | Seal Coat Pavement Areas | 2d | 2d | 30MAY25 | 02JUN25 |
| 1070 | Stripe Pavement Areas/Signage | 10d | 10d | 03JUN25 | 16JUN25 |



O.C. Jones & Sons Scope Work Schedul
Nicholas Elementart School Mod Inc 0

| | |
|---------------------------|---------|
| Start date | 11SEP23 |
| Finish date | 16JUN25 |
| Data date | 11SEP23 |
| Run date | 22JUN23 |
| Page number | 1A |
| © Primavera Systems, Inc. | |

■ Early bar
■ Progress bar
■ Critical bar
■ Summary bar
◆ Start milestone point
◆ Finish milestone point



Erosion Control Estimate

| Client | | Job Site | | |
|---|--|---|------------|------------|
| Core Construction 11601 Blocker Dr. Suite 215 Auburn, CA 95603 | | Nicolas Elementary School 6601 Steiner Dr. Sacramento, CA 95823 Prevailing Wage Rate | | |
| Project | | Date | Estimate # | Salesman |
| Nicolas Elementary School | | 6/29/2023 | DP0604 | David Peck |
| Item | Description | Qty | Rate | Total |
| | SWPPP Monitoring Estimate- Risk Level 1 July 10, 2023 - June 30, 2025 | | | |
| SWPPP Training 2 | Provide SWPPP Training class for client and/or subcontractors personnel. Furnish Electronic Rain Gauge. | 2 | 395.00 | 790.00 |
| Rain Gauge 1 | | 1 | 225.00 | 225.00 |
| | SWPPP Inspections - July 10, 2023 - June 30, 2025 | | | |
| Weekly SWPPP Insp... | Perform Weekly SWPPP Inspections of site by QSP. Reports will note any deficiencies. | 82 | 295.00 | 24,190.00 |
| Quarterly SWPPP In... | Perform Quarterly Non-Stormwater SWPPP Inspection of site by QSP. Reports will note any deficiencies | 7 | 295.00 | 2,065.00 |
| Annual Report | Prepare Annual Report per CGP SWPPP requirements. Due before Sept. 1 or when filing NOT. | 1 | 850.00 | 850.00 |
| NOT Filing | Prepare NOT Filing per CGP SWPPP requirements at end of project. | 1 | 500.00 | 500.00 |
| | | Subtotal | | |
| Signature _____ Date _____ | | Sales Tax (8.75%) | | |
| Above signature is authorization to proceed with work herein this estimate and in agreement with payment terms of net 30. | | Total | | |

Phone: (925) 516-8966
Fax: (925) 513-1448
Direct: (925) 626-8681





FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Rose F Ramos, Chief Business and Operations Officer

AMENDMENT NO. # 1 TO AGREEMENT FOR GEOTECHNICAL ENGINEERING & GEOLOGIC HAZARDS SERVICES FOR NICHOLAS ELEMENTARY SCHOOL NEW SCHOOL CONSTRUCTION AND MODERNIZATION

This Amendment to the Agreement for Geotechnical Engineering & Geologic Hazards Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Mid Pacific Engineering, Inc. ("Consultant") (collectively the "Parties"):

Section I. Amendment to Agreement for Geotechnical Engineering & Geologic Hazards Services originally entered on October 26, 2022.

1. Approval of this Amendment: This Amendment shall be subject to the approval of the District's Board of Education ("Board"). The effective date of this Amendment shall be December 1, 2022.
2. Extension of Term of the Agreement: This Amendment shall extend the current Staffing on the Project from December 1, 2022, to April 30, 2024.
3. Fee and Method of Payment: The District shall continue to pay Consultant for the current services and will now pay for the added services from and after December 1, 2022, on a time and materials not-to-exceed basis up to a maximum of \$137,370.00 (One Hundred Thirty-Seven Thousand Three Hundred Seventy Dollars & No./100), as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order:

Earthwork and materials observation and testing services per attached Exhibit B for the New Nicholas Elementary School Increment 1 Project to be constructed in Sacramento, CA.

Description of funding changes to contract:

| | |
|--|-----------------------------|
| Original contract amount..... | \$31,230.00 |
| Previous amendments through amendment #..... | \$0.00 |
| Contract amount prior to this amendment..... | \$31,230.00 |
| Amount of this amendment..... | \$106,140.00 |
| NEW CONTRACT AMOUNT..... | \$ <u>137,370.00</u> |

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Geotechnical Engineering & Geologic Hazards 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 Geotechnical Engineering & Geologic

IN WITNESS WHEREOF, the Parties have caused this Amendment No. **1** to the Agreement for Geotechnical Engineering and Geologic Hazards 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:

Dated: July 14, 2023

**Sacramento City Unified School
District**

Mid Pacific Engineering, Inc.

Jesse Castillo
Assistant Superintendent



Martin Osier *CEO*
Geotechnical Department
Manager

EXHIBIT B

BASIC SERVICES OF CONSULTANT

Project:

Nicholas Elementary School New School Construction & Modernization

School Site:

Nicholas Elementary School – 6601 Steiner Drive Sacramento, CA 95823

Project Description:

Provide on-call materials special inspections and testing as required by the project plans and as directed by District.

Materials Testing and Special Inspection Services Scope of Work:

1. The Special Inspector's Services shall include but not be limited to the following tasks:
 - A. Provide to the District services necessary to assure project construction activities comply with California Building Code ("CBC") requirements and Division of the State Architect ("DSA") Structural Test and Inspections (DSA form SSS 103-1).
 - B. Attend the Pre-Construction Meeting(s) with the program manager, architect, project inspection staff, all contractors and subcontractors and explain the inspection requirements, coordination procedures, and notification requirements in the meeting.
 - C. Coordinate with contractor, project inspection staff, and subcontractors scheduling of necessary special inspections and material sampling.
 - D. Develop procedures to ensure timely inspections to not impede contractor's progress.
 - E. Provide all test results and reports in a timely manner.
 - F. Provide daily reports for all special inspection activities.
 - G. Attend job site construction meetings as requested when specific need may require.
 - H. Provide all necessary DSA reporting and documentation in a timely manner including: inspector approval forms, interim and final verified reports, project inspector notifications, project inspection card approvals, material test results, and all additional required project and close-out documentation for each DSA application number in accordance with DSA Procedure for Construction Oversight Process.
 - I. Perform all required special inspections and material testing as required by DSA per the DSA — 103 forms except for soils testing that will be performed by others. In addition, perform additional services at the direction of the Owner's representative.

2. Report Distribution Table:

A. Mid Pacific Engineering, Inc. will issue reports via email to the following:

District:
Sacramento Unified School District
Facilities Project Technician
Attn: Anthony Lea
Anthony-Lea@scusd.edu

Construction Manager
Kitchell CEM
Attn: Cassie Baugher & Jo Ward
CBaugher@kitchell.com
JWard@kitchell.com

Architect:
HMC Architects
Attn: Kara Merline & Affifa Kadhim
Kara.Merline@HMCarchitects.com
Affifa.kadhim@HMCarchitects.com

Project Inspector:
MCF Construction Services
Attn: Matthew Fabian
Matt-fabian@sbcglobal.net

Developer:
CORE West, Inc.
MariaBryant@coreconstruction.com

DSA:
To DSA via Drop Box, per DSA PR 21-11, and to the assigned DSA Field Inspector as required.

3. Included is the DSA 103 — Statement of Structural Tests and Special Inspections:

Project Name – Nicholas Elementary School New School Construction & Modernization
DSA #02-121266.

EXHIBIT C



REDDING
530-246-9499
WEST SACRAMENTO
916-927-7000
LODI
209-625-4400

GEOTECHNICAL ENGINEERING | GEOPHYSICS | ENVIRONMENTAL | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

May 31, 2023
Revised June 2, 2023

Mr. Chris Ralston
Sacramento City Unified School District
425 1st Avenue
Sacramento, California 95818

Proposal – Earthwork and Materials Testing and Observation Services
NEW NICHOLAS ELEMENTARY SCHOOL INCREMENT 1

Sacramento, California
MPE No. 23-0317
DSA File #: 34-53
DSA Application #:02-121266

Mid Pacific Engineering, Inc. is pleased to submit this proposal for the earthwork and materials observation and testing services for the New Nicholas Elementary School Increment 1 project to be constructed in Sacramento, California. Our scope of services will include performance of construction testing and observation required by the project plans and specifications, as well as written documentation of compliance with the recommendations contained in the Geotechnical Engineering Report prepared by Mid Pacific Engineering, Inc. (report No. 06034-01, dated February 28, 2023).

Attached is our budget estimate that presents a line-item breakdown of our anticipated scope of services. Based on our review of the project plans prepared by HMC Architects dated March 17, 2023, and our experience with similar projects, our estimated fees for this project are \$106,140. It should be noted that a detailed construction schedule was not available at the time this estimate was prepared. We should review the construction schedule, when available, to verify our proposed work scope and fees, and to determine the need for any revisions.

Please note that the amount of time spent on this project by our representatives is dependent on the rate and quality of work performed by the various contractors, as well as the number of required site visits. Our estimate does not include any contingencies for work required due to, or for, wet weather, unstable subgrades, additional engineering recommendations, variations in the construction schedule, or unforeseen conditions. We recommend your budget include appropriate contingencies for such conditions requiring additional testing and inspection work. Therefore, actual billing will be based on the work performed and determined using the attached schedule of fees; *however, we will only bill for*

NEW NICHOLAS ELEMENTARY SCHOOL INCREMENT 1

MPE No. 23-0317

May 31, 2023

Revised June 2, 2023

work actually performed on your project. We assume this project is subject to Prevailing Wage Law. If this is not the case, please contact our office so we can revise our fees accordingly.

To ensure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please indicate so by signing the authorization block below and returning a copy of this letter as our formal authorization to proceed.

We look forward to working with you on this project. Please contact me with any questions regarding our proposal or work scope. We welcome the opportunity to answer any questions you may have regarding this proposal.

Mid Pacific Engineering, Inc.



Brian Yorton
Construction Services Manager
/syw



Martin S. Osier
Senior Project Engineer/ PE No. 89860

Attachments: Budget Estimate
General Conditions
Schedule of Fees

I, the undersigned, agree to the terms and conditions as stated in the above proposal and the attached *General Conditions for Construction Testing Services*.

Signature

Title

Name

Date

Nicholas ES Increment 1 Days Breakdown

Earthwork:

- Grading Observation (Demo, Grading): 25 days @ 8hrs
- Sewer Trench Backfill: 7 days @ 6hrs
- Storm Drain Trench Backfill: 7 days @ 6hrs
- Water Trench Backfill: 14 days @ 6hrs
- Dry utilities Trench Backfill: 7 days @ 6hrs
- Flatwork/Sidewalk Subgrade: 6 days @ 4hrs
- Parking Lot Subgrade: 5 days @ 8hrs
- Site AB: 6 days @ 6hrs
- Asphalt Placement: 4 days @ 10hrs

Concrete: DSA requires sampling of concrete every 50 yards

- Ball Wall Footing: 1 day @ 6hrs / 5 cylinders
- Trash Enclosure Footing: 1 day @ 6hrs / 5 cylinders

Reinforcing steel placement:

- Sampling/Tagging: 4 days @ 4hrs

Masonry:

- Masonry & Rebar inspection: 3 days @ 6hrs
- Masonry Grout pour: 3 days @ 6hrs / 6 Masonry Prisms

Anchor Bolts:

- 4 days @ 4hrs for anchor bolt and screw anchors.

Epoxy Dowels:

- 1 day @ 4hrs epoxy dowel placements for embed relocation and rebar issues.

Field Welding:

- 5 days @ 8hrs field welding inspections of gates.

Shop Welding:

- 3 days @ 8hrs shop welding inspection of gates

Nicholas ES Increment 1 Days Breakdown

June 1, 2023

MPE No. 23-0317

Concrete cylinder transport:

- The Concrete cylinders must initially cure on site 24hrs and then they are transported to the laboratory to be stripped and placed in curing tanks until test day per the standards.

Managing Technician:

- The managing technician time comes from the technical manager helping with solving project issues, attending meetings, and reviewing DFR's as well as verifying they are being distributed correctly. They also review invoices prior to being sent as well as drafts the final letter.

Project Engineer:

- Provide any Geotechnical letters or recommendations needed along the project as well as issues the pad letter and final letter.

Principal Engineer:

- Provides oversight of any geotechnical items and documents. Also meets with client if needed to help with solutions of geotechnical items.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

Application Number: 02-121266
DSA File Number: 34-53

School Name: Nicholas Elementary School
Increment Number: 01

School District: Sacramento City Unified School District
Date Created: 2023-07-05 09:41:06

2022 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project.

Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

| 1. TYPE | 2. PERFORMED BY |
|--|--|
| <p>Continuous – Indicates that a continuous special inspection is required</p> <p>Periodic – Indicates that a periodic special inspection is required</p> <p>Test – Indicates that a test is required</p> | <p>GE (Geotechnical Engineer) – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.</p> <p>LOR (Laboratory of Record) – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.</p> <p>PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.</p> <p>SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.</p> |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

| | | |
|--------------------------------------|--|---|
| Application Number: 02-121266 | School Name: Nicholas Elementary School | School District: Sacramento City Unified School District |
| DSA File Number: 34-53 | Increment Number: 01 | Date Created: 2023-07-05 09:41:06 |

| C1. CAST-IN-PLACE CONCRETE | | | |
|---|--|--------------|---|
| Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> a. Verify use of required design mix. | Periodic | SI | Table 1705A.3 Item 5, 1910A.1. |
| <input checked="" type="checkbox"/> b. Identify, sample, and test reinforcing steel. | Test | LOR | 1910A.2; ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. | Test | LOR | Table 1705A.3 Item 6; ACI 318-19 Sections 26.5 & 26.12. |
| <input checked="" type="checkbox"/> d. Test concrete (f' _c). | Test | LOR | 1905A.1.17; ACI 318-19 Section 26.12. |
| <input checked="" type="checkbox"/> e. Batch plant inspection: Periodic | See Notes | SI | Default of 'Continuous' per 1705A.3.3. If approved by DSA, batch plant inspection may be reduced to 'Periodic' subject to requirements in Section 1705A.3.3.1, or eliminated per 1705A.3.3.2. See IR 17-13. (See Appendix (end of this form) for exemptions.) |
| <input type="checkbox"/> f. Welding of reinforcing steel. | Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below. | | |
| C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1): | | | |
| Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> a. Sample and test prestressing tendons and anchorages. | Test | LOR | 1705A.3.4, 1910A.3 |
| <input type="checkbox"/> b. Inspect placement of prestressing tendons. | Periodic | SI | 1705A.3.4, Table 1705A.3 Items 1 & 9. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 02-121266
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 Increment Number: 01

School District: Sacramento City Unified School District
 Date Created: 2023-07-05 09:41:06

| Test or Special Inspection | Type | Performed By | Code References and Notes |
|--|------------|--------------|---|
| <input type="checkbox"/> c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons. | Periodic | SI | Table 1705A.3 Item 13. Special inspector to verify specified concrete strength test prior to stressing. |
| <input type="checkbox"/> d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons. | Continuous | SI | 1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13 |

| C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1): | | | |
|---|------------|--------------|--|
| Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> a. Inspect fabrication of precast concrete members. | Continuous | SI | ACI 318-19 Section 26.13. |
| <input type="checkbox"/> b. Inspect erection of precast concrete members. | Periodic | SI* | Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA. |
| <input type="checkbox"/> c. For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: <ol style="list-style-type: none"> 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field. | Continuous | SI | Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5 |
| <input type="checkbox"/> d. Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5. | Periodic | SI | Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5 |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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School District: Sacramento City Unified School District
 Date Created: 2023-07-05 09:41:06

| C4. SHOTCRETE (IN ADDITION TO SECTION C1): | | | |
|--|------------|--------------|--|
| Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> a. Inspect shotcrete placement for proper application techniques. | Continuous | SI | 1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3. See ACI 506.2-13 Section 3.4, ACI 506R-16. |
| <input type="checkbox"/> b. Sample and test shotcrete (f _c). | Test | LOR | 1908A.2, 1705A.3.9 |

| C5. POST-INSTALLED ANCHORS: | | | |
|---|-----------|--------------|--|
| Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> a. Inspect installation of post-installed anchors | See Notes | SI* | 1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix (end of this form) for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA. |
| <input checked="" type="checkbox"/> b. Test post-installed anchors. | Test | LOR | 1910A.5. (See Appendix (end of this form) for exemptions.) |

| C6. OTHER CONCRETE: | | | |
|-----------------------------|------|--------------|---------------------------|
| Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> a. | | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

1705A.4; TMS 602-16, Tables 3 and 4.

Application Number:

02-121266

DSA File Number:

34-53

School Name:

Nicholas Elementary School

Increment Number:

01

School District:

Sacramento City Unified School District

Date Created:

2023-07-05 09:41:06

| M1. STRUCTURAL MASONRY: ($f_m = 2000$ psi) | | Type | Performed By | Code References and Notes |
|---|---|-------------------|--------------|---|
| <input checked="" type="checkbox"/> | Test or Special Inspection | Periodic | SI* | 2103A.4; TMS 602-16 Article 1.5B.2 & 2.4. * To be performed by qualified LOR representative. Applicable testing by LOR. See IR 17-10 for unidentified reinforcing steel. |
| <input checked="" type="checkbox"/> | a. Mill certificate indicates compliance with requirements for reinforcement, anchors, ties, fasteners and metal accessories. See item C1(b) for identification, sampling and testing of reinforcing steel. | | | |
| <input checked="" type="checkbox"/> | b. Producer's certificate of compliance for masonry units, mortar and grout materials. | Test | LOR | 1705A.4, 2103A.2, 2103A.3, 2103A.5; TMS 602-16 Articles 1.5B.2 2.1, 2.2, 2.6A and 2.6B, and Table 6 footnote 3. |
| <input checked="" type="checkbox"/> | c. Test masonry (f_m). | Test | LOR | 1705A.4. For Unit Strength: 2105A.3; TMS 602-16 Articles 1.4B.2, 1.5B.1 & 1.5B.2. For Prism (required when $f_m > 2000$ psi): 2105A.2; TMS 602-16 Articles 1.4B.3, 1.4B.4, 1.5B.1 & 1.5B.2. |
| <input checked="" type="checkbox"/> | d. Verify proportions or properties of site-prepared, premixed or preblended mortar. | Periodic | SI | TMS 602-16, Table 3 (row 5), Table 4 Item 1a. DSA PR 20-01. |
| <input checked="" type="checkbox"/> | e. Verify proportions or properties of site-prepared, premixed or preblended grout. | Periodic | SI | TMS 602-16, Table 3 (row 5), Table 4 Item 2d. |
| <input checked="" type="checkbox"/> | f. Batch plant inspection: Eliminated | See Notes | SI | Default of 'Continuous' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to 'Periodic' subject to requirements in Section 1705A.3.3.1 , or eliminated per 1705A.3.3.2 . See IR 17-13. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> | g. Test core-drilled samples. | Test | LOR | 2105A.4. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> | h. Inspect preparation of prisms. | Continuous | SI | TMS 602-16 Articles 1.4.B.3 & 1.4.B.4 & Table 4 Item 4. |
| <input checked="" type="checkbox"/> | i. Verify size, location and condition of all dowels, construction supporting masonry, etc. | Periodic | SI | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

1705A.4; TMS 602-16, Tables 3 and 4.

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| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|-------------------------------------|--|--|--------------|--|
| <input checked="" type="checkbox"/> | j. Verify size, grade and type of reinforcement, connectors, and anchor bolts. Verify size and location of structural members. | Periodic | SI | TMS 602-16 Table 4, Items 1c & 3c. |
| <input checked="" type="checkbox"/> | k. Inspect placement of reinforcement, anchor bolts, and connectors. | Continuous | SI | TMS 602-16 Table 4 Item 2c. |
| <input checked="" type="checkbox"/> | l. Placement, consolidation, and reconsolidation of grout. | Continuous | SI | TMS 602-16 Table 4 Item 3h. |
| <input checked="" type="checkbox"/> | m. Inspect placement of masonry units and construction of mortar joints. | Periodic | SI | TMS 602-16 Table 4 Item 3b. |
| <input checked="" type="checkbox"/> | n. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F). | Periodic | SI* | TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA. |
| <input checked="" type="checkbox"/> | o. Inspect type, size and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction. | Continuous | SI | TMS 602-16 Table 4 Item 3d. |
| <input checked="" type="checkbox"/> | p. Inspect grout space, including mortar protrusions, prior to placement of grout. | Continuous | SI | TMS 602-16 Table 4 Item 2a. |
| <input type="checkbox"/> | q. Welding of reinforcing steel. | TMS 602-16 Table 4 Item 3e. Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below. | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

1705A.4; TMS 602-16, Tables 3 and 4.

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School District:

Sacramento City Unified School District

Date Created:

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M2. VENEER OR GLASS BLOCK PARTITIONS:

| Test or Special Inspection | Type | Performed By | Code References and Notes |
|---|----------|--------------|---|
| <input type="checkbox"/> a. Verify proportions of siteprepared mortar and grout and/or verify certification of premixed mortar. | Periodic | SI | TMS 602-16 Table 3 (row 5) and Table 4 Items 1a & 2d. |
| <input type="checkbox"/> b. Inspect placement of units and construction of mortar joints. | Periodic | SI | TMS 602-16 Table 4 Item 3b. |
| <input type="checkbox"/> c. Inspect placement of wire, connectors and anchors | Periodic | SI | TMS 602-16 Table 4 Item 2c. |
| <input type="checkbox"/> d. Inspect type, size and location of anchors and all other items to be embedded in masonry veneer including details of anchorage of masonry to veneer backing, frames and other construction. | Periodic | SI | TMS 602-16 Table 4 Item 3d. |
| <input type="checkbox"/> e. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (above 90° F). | Periodic | SI* | TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA. |
| <input type="checkbox"/> f. Test adhered veneer bond strength. | Test | LOR | 1410.2.1; TMS 402 Article 12.3.2.4. (Field constructed mock-up laboratory tested in accordance with ASTM C482). |

M3. POST-INSTALLED ANCHORS IN MASONRY:

| Test or Special Inspection | Type | Performed By | Code References and Notes |
|--|-----------|--------------|---|
| <input type="checkbox"/> a. Inspect installation of post-installed anchors | See Notes | SI* | 1617A.1.19, 1705A.4, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic); ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA. (See Appendix (end of this form) for exemptions.) |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

1705A.4; TMS 602-16, Tables 3 and 4.

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| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|--------------------------|---------------------------------|------|--------------|---|
| <input type="checkbox"/> | b. Test post-installed anchors. | Test | LOR | 1705A.4, 1910A.5. (See Appendix (end of this form) for exemptions.) |

| M4. OTHER MASONRY: | | | | |
|--------------------------|----------------------------|------|--------------|---------------------------|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. | | | |

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

| | | |
|--------------------------------------|--|---|
| Application Number: 02-121266 | School Name: Nicholas Elementary School | School District: Sacramento City Unified School District |
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Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

| | |
|--------------------------|--|
| <input type="checkbox"/> | SOILS: |
| <input type="checkbox"/> | 1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade. |
| <input type="checkbox"/> | 2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill. |

| | |
|-------------------------------------|---|
| CONCRETE/MASONRY: | |
| <input checked="" type="checkbox"/> | 1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below |
| <input checked="" type="checkbox"/> | 2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section. |
| <input checked="" type="checkbox"/> | 3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition. |
| <input checked="" type="checkbox"/> | 4. Epoxy shear dowels in site flatwork and/or other non-structural concrete. |

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

| | | |
|----------------------------|----------------------------|---|
| Application Number: | School Name: | School District: |
| 02-121266 | Nicholas Elementary School | Sacramento City Unified School District |
| DSA File Number: | Increment Number: | Date Created: |
| 34-53 | 01 | 2023-07-05 09:41:06 |

| | | |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | CONCRETE/MASONRY: | 5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section. |
| <input checked="" type="checkbox"/> | WELDING: | 1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof. 2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush. 3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud. 4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above). 5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above). 6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above). 7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

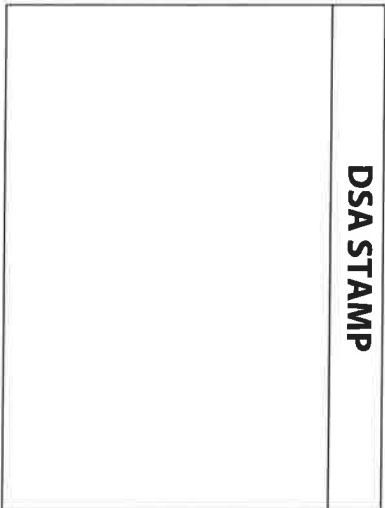
| | | | | | |
|----------------------------|-----------|--------------------------|----------------------------|-------------------------|---|
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Name of Architect or Engineer in general responsible charge:

Name of Structural Engineer (When structural design has been delegated):

Signature of Architect or Structural Engineer: _____ **Date:** _____

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.



DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

| | | |
|---|---|--|
| Application Number: 02-121266 | School Name: Nicholas Elementary School | School District: Sacramento City Unified School District |
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1. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

2. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291

3. Post-Installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

4. Masonry Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

Project: Nicholas ES Increment 1

Date: 6/1/2023

Client: Sacramento City Unified School District

MPE Proposal #: 23-0317
 GER Date: 2/28/2023
 Civil Plan Date(s): 3/17/2023
 Structural Plan Date(s): N/A
 Schedule Y/N: Y
 Schedule Date: 5/18/2023
 Fee Schedule: 2020 DSA

CA Prevailing Wage Y/N: Y
 Davis-Bacon Prevailing Wage Y/N:

DSA File #: 34-53
 DSA Application #: 02-121266

Notes: MPE GER 06034-01

| Earthwork Testing & Observation | | | | | | | |
|---|------|------|-------|----------|-----------|------|---------------------|
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 2020 Sac DSA | | | | | | | |
| 3452 Grading Observation and Testing | 1 | 25 | 8 | 200 | \$ 125.00 | hr. | \$ 25,000.00 |
| 3460 Sewer Trench Backfill | 1 | 7 | 6 | 42 | \$ 125.00 | hr. | \$ 5,250.00 |
| 3462 Storm Drain Trench Backfill | 1 | 7 | 6 | 42 | \$ 125.00 | hr. | \$ 5,250.00 |
| 3461 Water Trench Backfill | 1 | 14 | 6 | 84 | \$ 125.00 | hr. | \$ 10,500.00 |
| 3463 Dry Utility Trench Backfill | 1 | 7 | 6 | 42 | \$ 125.00 | hr. | \$ 5,250.00 |
| 3455 Sidewalk Curb and Gutter Subgrade/AB | 1 | 6 | 4 | 24 | \$ 125.00 | hr. | \$ 3,000.00 |
| 3455 Parking Lot Subgrade Preparation | 1 | 5 | 8 | 40 | \$ 125.00 | hr. | \$ 5,000.00 |
| 3456 Roadway AB Placement Testing | 1 | 6 | 6 | 36 | \$ 125.00 | hr. | \$ 4,500.00 |
| 3457 Asphalt Concrete Placement | 1.15 | 4 | 10 | 40 | \$ 125.00 | hr. | \$ 5,750.00 |
| Estimate | | | | | | | \$ 69,500.00 |

| Laboratory Soil Testing | | | | | | | |
|-----------------------------------|---------------------|--|--|----------|-----------|------|--------------------|
| | | | | Quantity | Rate | Unit | Total |
| 2020 Sac DSA | | | | | | | |
| 6320 Compaction Curve - Soil | ASTM 1557A | | | 4 | \$ 275.00 | ea. | \$ 1,100.00 |
| 6320 Compaction Curve - Aggregate | ASTM 1557C | | | 1 | \$ 275.00 | ea. | \$ 275.00 |
| 6430 R-Value - Untreated | ASTM D2844 / CT 301 | | | 1 | \$ 380.00 | ea. | \$ 380.00 |
| 6350 Expansion Index | ASTM D4829 | | | 1 | \$ 205.00 | ea. | \$ 205.00 |
| Estimate | | | | | | | \$ 1,960.00 |

| Concrete/Masonry Compliance Testing - Field/Lab | | | | | | | |
|---|---------------|--|--|----------|-----------|------|--------------------|
| | | | | Quantity | Rate | Unit | Total |
| 2020 Sac DSA | | | | | | | |
| 6510 Concrete Compression Cylinders | ASTM C39 | | | 10 | \$ 35.00 | ea. | \$ 350.00 |
| 6512 Concrete Masonry/Brick Units | ASTM C140/C67 | | | 6 | \$ 70.00 | ea. | \$ 420.00 |
| 6513 Masonry Prism | ASTM 1314 | | | 6 | \$ 215.00 | ea. | \$ 1,290.00 |
| 6530 Masonry Shrinkage/Absorbtion/Unit Weight | ASTM C426 | | | 2 | \$ 450.00 | hr. | \$ 900.00 |
| Estimate | | | | | | | \$ 2,960.00 |

| Structural Testing and Inspection | | | | | | | | |
|---|-----------|------|------|-------|----------|-----------|---------------------|-------------|
| | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 2020 Sac DSA | | | | | | | | |
| 3540 Casting of Concrete Specimens | ASTM C192 | 1 | 2 | 6 | 12 | \$ 115.00 | hr. | \$ 1,380.00 |
| 3541 Concrete Cylinder/Masonry Transport | ASTM C192 | 1 | 3 | 1 | 3 | \$ 115.00 | hr. | \$ 345.00 |
| 3544 Rebar Sampling & Tagging | | 1 | 4 | 4 | 16 | \$ 125.00 | hr. | \$ 2,000.00 |
| 3531 Epoxy Dowel Inspection | | 1 | 1 | 4 | 4 | \$ 125.00 | hr. | \$ 500.00 |
| 3530 Torque Testing Screws and Wedge Anchor | | 1 | 4 | 4 | 16 | \$ 125.00 | hr. | \$ 2,000.00 |
| 3565 Shop Welding Inspection | | 1 | 3 | 8 | 24 | \$ 135.00 | hr. | \$ 3,240.00 |
| 3561 Field Welding Inspection | | 1 | 5 | 8 | 40 | \$ 135.00 | hr. | \$ 5,400.00 |
| 3570 Masonry Testing and Inspection | | 1 | 3 | 6 | 18 | \$ 135.00 | hr. | \$ 2,430.00 |
| 3576 Masonry Grout Placement | | 1 | 3 | 6 | 18 | \$ 135.00 | hr. | \$ 2,430.00 |
| Estimate | | | | | | | \$ 19,725.00 | |

| Reinforcement Materials Compliance Testing | | | Quantity | Rate | Unit | Total |
|--|----------------------------------|-----------|----------|-----------|------|--------------------|
| 2020 Sac DSA | | | | | | |
| 6630 | Rebar Tesile Test - Up to #7 bar | ASTM A370 | 6 | \$ 140.00 | ea. | \$ 840.00 |
| 6631 | Bend Tests | ASTM A370 | 6 | \$ 195.00 | ea. | \$ 1,170.00 |
| Estimate | | | | | | \$ 2,010.00 |

| Project Supervision | | Days | Hours | Quantity | Rate | Unit | Total |
|---------------------|---------------------|------|-------|----------|-----------|------|--------------------|
| 2020 Sac DSA | | | | | | | |
| 3410.08 | Managing Technician | 10 | 2 | 20 | \$ 145.00 | hr. | \$ 2,900.00 |
| 3410.12 | Project Engineer | 10 | 2 | 20 | \$ 160.00 | hr. | \$ 3,200.00 |
| Estimate | | | | | | | \$ 6,100.00 |

| Project Administration | | Quantity | Rate | Unit | Total |
|----------------------------|--------------|----------|-----------|------|--------------------|
| 2020 Sac DSA | | | | | |
| Final Report Letter | | | | | |
| 3714 | Geotechnical | 1 | \$ 700.00 | hr. | \$ 700.00 |
| 3712 | Laboratory | 1 | \$ 700.00 | hr. | \$ 700.00 |
| Estimate | | | | | \$ 1,400.00 |

| Vehicle Operation | | Trips | Mileage | Quantity | Rate | Unit | Total |
|---|----------------------------|-------|---------|----------|---------|------|--------------------|
| 2020 Sac DSA | | | | | | | |
| <i><-- Use Drop-Down Menu for Proper Wage Type in this Section</i> | | | | | | | |
| 1130 | Mileage - Portal to Portal | 109 | 24 | 2616 | \$ 0.95 | mile | \$ 2,485.20 |
| Estimate | | | | | | | \$ 2,485.20 |

| Project Summary | | |
|---|--|----------------------|
| Earthwork Testing and Inspection | | \$ 69,500.00 |
| Laboratory Soil Testing | | \$ 1,960.00 |
| Concrete, Masonry Compliance Testing and Inspection | | \$ 2,960.00 |
| Structural Testing and Inspection | | \$ 19,725.00 |
| Reinforcement Materials Testing | | \$ 2,010.00 |
| Project Supervision | | \$ 6,100.00 |
| Project Administration | | \$ 1,400.00 |
| Vehicle Operation | | \$ 2,485.20 |
| Estimated Project Billing | | \$ 106,140.20 |

GENERAL CONDITIONS FOR CONSTRUCTION TESTING SERVICES

WARRANTY OF AUTHORITY TO SIGN - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

LIMITATION OF LIABILITY - The Client agrees to limit the Consultant's liability to the client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractor's assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

STANDARD OF CARE - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

RESPONSIBILITY OF THE CONTRACTOR - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

DISTRIBUTION OF REPORTS - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

INSURANCE - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage of liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

SAMPLES - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

OWNERSHIP OF DOCUMENTS - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

TERMINATION - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

PAYMENT - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

MEDIATION - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

DISPUTES - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

MID PACIFIC ENGINEERING, INC.
2020 DSA Prevailing Wage Schedule of Fees - Sacramento Office

| LABOR | Rate per Hour |
|--|---------------|
| Field Testing and Inspection Technician (Concrete) | \$115 |
| Field Testing and Inspection Technician (Soils, Anchors and Miscellaneous Inspections) | \$125 |
| Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry) | \$135 |
| Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry) | \$145 |
| Managing Technician | \$145 |
| Laboratory Technician | \$100 |
| Draftsperson | \$95 |
| Staff Engineer/Geologist | \$140 |
| Project Engineer/Geologist | \$160 |
| Senior Engineer/Geologist | \$180 |
| Principal Engineer | \$200 |

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

LABORATORY TESTING

| Soil and Aggregate | Rate per Test |
|--|---------------|
| Absorption of Sand or Gravel | \$75 |
| Aggregate Unit Weight | \$70 |
| Aggregate Crushed Particles | \$120 |
| Atterberg Limits | \$195 |
| California Impact Method 216 | \$270 |
| Compaction Curve | \$275 |
| Consolidation Test | \$650 |
| Corrosion Testing | \$180 |
| Direct Shear Test | \$175 |
| Durability | \$205 |
| Expansion Index | \$205 |
| Grain Size Analysis - Total Sieve (200, Fine and Coarse) | \$270 |
| Grain Size Analysis - Fine or Coarse Sieve | \$125 |
| Grain Size Analysis - Soils Finer than No. 200 | \$115 |
| Grain Size Analysis - Hydrometer | \$195 |
| Moisture Content | \$45 |
| Permeability | \$435 |
| Resistance Value - Untreated | \$380 |
| Resistance Value - Treated with Lime or Cement | \$435 |
| Sand Equivalent | \$175 |
| Specific Gravity | \$145 |
| Triaxial Shear - Undisturbed | \$430 |
| Triaxial Shear - Remolded | \$525 |
| Unconfined Compression Test | \$140 |
| Unit Weight and Moisture Content - Undisturbed Sample | \$50 |
| Unit Weight and Moisture Content - Loose Sample | \$75 |
| Concrete and Masonry | |
| Compression Testing - Concrete 4x8 or 6x12 | \$35 |
| Compression Testing - Grout, Mortar or CLSM | \$50 |
| Compression Testing - Masonry Unit or Brick | \$70 |
| Compression Testing - Masonry Prism | \$215 |
| Compression Testing - Concrete Core Including Trimming | \$60 |
| Compression Testing - Shotcrete Core | \$65 |
| Compression Testing - Hold Sample | \$30 |
| Flexural Strength - 6" x 6" concrete beam | \$145 |
| Length Change of Hardened Concrete - Batching, Compression Testing & Shrinkage Measurement | \$1320 |
| Length Change of Hardened Concrete - Shrinkage Measurement | \$460 |
| Masonry Unit Linear Shrinkage, Absorption and Moisture | \$580 |
| Reinforcing and Structural Steel | |
| Anchor Bolt or Prestressing Strand Tensile Strength | \$95 |
| Fire Proofing Unit Weight | \$65 |
| Machining of Special Fittings, Fixtures or Tensile Coupons - per hour | \$95 |
| Rebar Tensile and Bend 1 - 7 bar | \$140 |
| Rebar Tensile and Bend 8 - 14 bar | \$195 |
| Structural Bolt Set Tensile and Hardness | \$405 |
| Please contact our office for laboratory testing not listed on this fee schedule | Quote |

MISCELLANEOUS

| | |
|---|-------------|
| Mileage - Billed Portal to Portal | \$0.95/mile |
| Per Diem | \$185/day |
| Outside Services | Cost +20% |
| Interim Verified Report | \$450 |
| Final Verified Report | \$700 |
| Department of Industrial Relations Wage Reporting | \$175/month |



CONTRACT CONSULTANT CHANGE ORDER


| | | | |
|------------------------------|---|-------------|--------------------|
| Contractor: | Swinerton Builders | CO #: | 1 |
| Owner: | Sacramento City Unified School District | Date: | |
| School: | Albert Einstein, Fern Bacon, John Still | Project # | 0410 0431 0445-453 |
| Budget Code (if applicable): | | Contract #: | R23-02029 |

Description of Scope/Basic Services Change:

Amendment No. 2 for revised GMP due to unforeseen conditions that are requiring additional asbestos abatement.

| | |
|--|-------------|
| Original contract amount | \$5,166,452 |
| Previous change orders through change order #- | \$0.00 |
| Contract amount prior to this change order | \$5,166,452 |
| Amount of this change order..... | \$286,001 |

NEW CONTRACT AMOUNT.....\$5,452,453



 Jeff Good, Vice President, Swinerton Builders

Date: 07/24/2023



 Chris Ralston, SCUUSD Director III, Facilities Mgmt, M&O and Resource Mgmt

Date: 7/31/2023

Note: Not valid until signed by the Contractor and the Owners Representative, at which such time Contractor indicates agreement herewith, including adjustments to Contract Sum.

*Contractor Change Order augments District purchase order/service agreement.



SCUSD Einstein/Still/Bacon re-roof & HVAC upgrade
 2023.07.05-rev4 - Revised GMP with Added Abatement

BID SUMMARY

| Line # | CSI | Description | Line Item cost |
|---------------------|-------|--|--------------------|
| | | General Conditions | \$75,000 |
| | | General Requirements | \$279,075 |
| | | Asbestos Abatement; JM Environmental | \$36,543 |
| | | Steel; San Joaquin Steel | \$261,492 |
| | | Rough Carpentry; Swinerton | \$213,834 |
| | | Roofing; King's Roofing | \$1,132,830 |
| | | Plaster; Boeger Plastering | \$118,851 |
| | | Painting; Montecelli Painting | \$48,645 |
| | | Plumbing & HVAC; ACCO | \$2,087,957 |
| | | Electrical & Fire Alarm; Collins | \$460,844 |
| | | Allowance - steel material escalation | \$15,000 |
| | | Allowance - rooftop reglet Kerf cut, all campuses | \$7,500 |
| | | PCI 009 - ADDED ABATEMENT FERN BACON | \$112,148 |
| | | PCI 010 - ADDED ABATEMENT ALBERT EINSTEIN | \$70,821 |
| | | PCI 011 - ADDED ABATEMENT JOHN STILL | \$92,031 |
| Cost of Work | | | \$5,012,571 |
| | | Preconstruction Services | \$ 2,500 |
| | | Subtotal | \$5,015,071 |
| | 2.00% | Bonds & Insurance | \$ 100,251 |
| | 2.00% | Contractor Fee | \$ 100,251 |
| | 5.00% | Contingency (unchanged, original Contingency amount) | \$ 236,879 |
| TOTAL | | | \$5,452,453 |

ATTACHMENT 3, Exhibit G Schedule of Values (S)V
Fern Bacon MS RE-ROOFING & HVAC REPLACEMENT PROJECT #0431-453

| Item No. | SOV Description | Amount |
|-----------------|--|------------------------|
| 1 | General Conditions | \$ 25,000.00 |
| 2 | General Requirements | \$ 93,025.00 |
| 3 | Asbestos Abatement | \$ - |
| 4 | Structural Steel | \$ 87,164.00 |
| 5 | Carpentry: rough | \$ 71,278.00 |
| 6 | Roofing | \$ 377,610.00 |
| 7 | Plaster Finishes | \$ 39,617.00 |
| 8 | Painting | \$ 16,215.00 |
| 9 | Plumbing | \$ 78,218.00 |
| 10 | HVAC | \$ 546,700.00 |
| 11 | Electrical & Fire Alarm | \$ 153,615.00 |
| | 12 Bonds (Payment & Performance) | \$ 16,081.00 |
| | 13 Insurance | \$ 16,081.00 |
| 14 | Pre-Construction Services | \$ 834.00 |
| | 15 Fee | \$ 32,192.00 |
| | 16 Construction Contingency | \$ 74,612.00 |
| 17 | Owner Allowances | \$ 7,500.00 |
| | 18 PCI 009 - ADDED ABATEMENT FERN BACON | \$ 112,148.00 |
| Total | | \$ 1,747,890.00 |

ATTACHMENT 3, Exhibit G Schedule of Values (S)V

Albert Einstein MS RE-ROOFING & HVAC REPLACEMENT PROJECT #0410-453

| Item No. | SOV Description | | Amount |
|-----------------|---|-----------|---------------------|
| 1 | General Conditions | \$ | 25,000.00 |
| 2 | General Requirements | \$ | 93,025.00 |
| 3 | Asbestos Abatement | \$ | 36,543.00 |
| 4 | Structural Steel | \$ | 87,164.00 |
| 5 | Carpentry: rough | \$ | 71,278.00 |
| 6 | Roofing | \$ | 377,610.00 |
| 7 | Plaster Finishes | \$ | 39,617.00 |
| 8 | Painting | \$ | 16,215.00 |
| 9 | Plumbing | \$ | 78,120.00 |
| 10 | HVAC | \$ | 546,700.00 |
| 11 | Electrical & Fire Alarm | \$ | 153,615.00 |
| | 12 Bonds (Payment & Performance) | \$ | 16,032.00 |
| | 13 Insurance | \$ | 16,032.00 |
| 14 | Pre-Construction Services | \$ | 833.00 |
| | 15 Fee | \$ | 32,094.00 |
| | 16 Construction Contingency | \$ | 76,661.00 |
| 17 | Owner Allowances | \$ | 7,500.00 |
| | 18 PCI 010 - ADDED ABATEMENT ALBERT EINSTEIN | \$ | 70,821.00 |
| Total | | \$ | 1,744,860.00 |

ATTACHMENT 3, Exhibit G Schedule of Values (S)V
John Still MS RE-ROOFING & HVAC REPLACEMENT PROJECT #0445-453

| Item No. | SOV Description | Amount |
|-----------------|--|------------------------|
| 1 | General Conditions | \$ 25,000.00 |
| 2 | General Requirements | \$ 93,025.00 |
| 3 | Asbestos Abatement | \$ - |
| 4 | Structural Steel | \$ 87,164.00 |
| 5 | Carpentry: rough | \$ 71,278.00 |
| 6 | Roofing | \$ 377,610.00 |
| 7 | Plaster Finishes | \$ 39,617.00 |
| 8 | Painting | \$ 16,215.00 |
| 9 | Plumbing | \$ 122,219.00 |
| 10 | HVAC | \$ 716,000.00 |
| 11 | Electrical & Fire Alarm | \$ 153,615.00 |
| | 12 Bonds (Payment & Performance) | \$ 18,013.00 |
| | 13 Insurance | \$ 18,013.00 |
| 14 | Pre-Construction Services | \$ 833.00 |
| | 15 Fee | \$ 36,066.00 |
| | 16 Construction Contingency | \$ 85,504.00 |
| 17 | Owner Allowances | \$ 7,500.00 |
| | 18 PCI 011 - ADDED ABATEMENT JOHN STILL | \$ 92,031.00 |
| Total | | \$ 1,959,703.00 |



SCUSD Reroof & HVAC Replacement Projects
May - Month End Schedule Update



| Activity ID | Activity Name | Orig Dur | Start | Finish | Total Float | Duration % Complete | Physical % Complete | 2022 | | | | | | | | | | | | 2023 | | | | |
|-------------------------------|--|----------|------------|------------|-------------|---------------------|---------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|
| | | | | | | | | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| 2022 Winter Break Work | | | | | | | | | | | | | | | | | | | | | | | | |
| A1330 | Structural Steel Best Fit Survey | 2 | 11-22-22 A | 11-22-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1320 | Swinerton Safe Off & Access | 1 | 11-22-22 A | 11-22-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1340 | Mech. Forman Best Fit Survey | 1 | 11-22-22 A | 11-22-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1350 | Swinerton QC & Clean Up | 0 | | 11-22-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| 2023 Spring Break Work | | | | | | | | | | | | | | | | | | | | | | | | |
| A1360 | Swinerton Safe Off & Access | 1 | 4-4-23 A | 4-4-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1380 | Mech. Final Dim for Early Fabrication | 3 | 4-4-23 A | 4-6-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1381 | Early Conc Wall Embed & WeldBm Clips | 2 | 4-6-23 A | 4-6-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1390 | Swinerton QC & Clean Up | 1 | 4-6-23 A | 4-6-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1420 | Structural Steel RFI | 5 | 4-17-23 A | 5-30-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1460 | Mechanical RFI | 5 | 4-17-23 A | 5-22-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1400 | John Still Ready for Summer Scope | 0 | | 6-5-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| Albert Einstien | | | | | | | | | | | | | | | | | | | | | | | | |
| 2022 Winter Break Work | | | | | | | | | | | | | | | | | | | | | | | | |
| A1051 | Structural Steel Best Fit Survey | 1 | 11-22-22 A | 11-23-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1050 | Swinerton Safe Off & Access | 1 | 11-22-22 A | 11-22-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1100 | Mech. Forman Best Fit Survey | 1 | 11-23-22 A | 11-23-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1060 | Swinerton QC & Clean Up | 0 | | 11-23-22 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| 2023 Spring Break Work | | | | | | | | | | | | | | | | | | | | | | | | |
| A1250 | Mechanical RFI | 15 | 3-24-23 A | 5-26-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1201 | Early Conc Wall Embed & WeldBm Clips | 2 | 4-3-23 A | 4-4-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1200 | Swinerton Safe Off & Access | 1 | 4-4-23 A | 4-5-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1210 | Mech. Final Dim for Early Fabrication | 3 | 4-4-23 A | 4-6-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1220 | Swinerton QC & Clean Up | 1 | 4-7-23 A | 4-7-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1240 | Structural Steel RFI | 15 | 4-21-23 A | 6-26-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| A1230 | Albert Einstein Ready for Summer Scope | 0 | | 6-5-23 A | | 100% | 100% | | | | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | | | | | | | | | | | |
| BCA-FBS-210 | School Move-Out - Available for Construction | 10 | 6-5-23 | 6-16-23 | 0 | 0% | 0% | | | | | | | | | | | | | | | | | |
| FERN BACON SCHOOL | | | | | | | | | | | | | | | | | | | | | | | | |
| Mobilization | | | | | | | | | | | | | | | | | | | | | | | | |
| BCA-FBS-100 | Construction Fencing 6-19 | 1 | 6-19-23 | 6-19-23 | 0 | 0% | 0% | | | | | | | | | | | | | | | | | |
| BCA-FBS-110 | Roof Access | 2 | 6-19-23 | 6-20-23 | 0 | 0% | 0% | | | | | | | | | | | | | | | | | |
| BCA-FBS-140 | Roof Safety Tie Off | 2 | 6-21-23 | 6-22-23 | 0 | 0% | 0% | | | | | | | | | | | | | | | | | |
| BCA-FBS-170 | Floor Protection | 5 | 6-21-23 | 6-27-23 | 0 | 0% | 0% | | | | | | | | | | | | | | | | | |
| Low Roof(s) | | | | | | | | | | | | | | | | | | | | | | | | |
| DEMO | | | | | | | | | | | | | | | | | | | | | | | | |
| BCA-FBS-120 | Safe Off Power | 1 | 6-19-23 | 6-19-23 | 2 | 0% | 0% | | | | | | | | | | | | | | | | | |
| BCA-FBS-121 | Floor Protection | 1 | 6-19-23 | 6-19-23 | 4 | 0% | 0% | | | | | | | | | | | | | | | | | |
| BCA-FBS-130 | Safe Off - Plumbing, HVAC Disconnect, & Roof Dwn Spt | 2 | 6-21-23 | 6-22-23 | 0 | 0% | 0% | | | | | | | | | | | | | | | | | |
| Interior | | | | | | | | | | | | | | | | | | | | | | | | |
| BCA-FBS-290 | Selective Demo Relocate Electrical/Low Volt | 3 | 6-20-23 | 6-22-23 | 3 | 0% | 0% | | | | | | | | | | | | | | | | | |

- ▬ Remaining Level of Effort
- ◆ Milestone
- ▬ Actual LOE
- ▬ Actual Work
- ▬ Remaining Work
- ▬ Critical Remaining Work

Swinerton Builders

May - Month End Schedule Update

Data Date: 6-26-23
Swinerton Job #: 22041042 - B12

