



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

**Meeting Date:** March 7, 2024

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

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

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

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

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

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

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Interim Superintendent

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

Contractor

New Grant

Amount

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00088	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,326 No Match
Period: 11/1/23 – 8/31/24 Description: Supplemental grant for the Criminal Justice and Community Services Academy (0095) at Earl Warren Elementary School.		

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00084	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No,	\$271,586 No Match
Period: 7/1/23 – 9/30/25 Description: 2023-24 Individuals with Disabilities Education (IDEA) Act 619 Federal Preschool Grant award.		

<b><u>FACILITIES AND RESOURCES MANAGEMENT DEPARTMENT</u></b>		
Green Schoolyards America A24-00079	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$340,000 No Match
Period: 2/14/24 – 2/14/29 Description: Implement a Schoolyard Pilot project at Parkway Elementary School. This project will promote the creation of schoolyard forests in other school campuses as part of the California Schoolyard Forest System. Will also create a PK-12 learning laboratory across the curriculum and grade levels at the Pilot School in order to build students' environmental and climate literacy through hands-on research, design, planting, and stewardship of their schoolyard forest.		

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00089	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,326 No Match
Period: 11/1/23 – 8/31/24 Description: Supplemental grant for the Building Trades Academy (0585) at Sacramento City Unified School District.		

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00090	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,326 No Match
Period: 11/1/23 – 8/31/24 Description: Supplemental grant for the Health and Medical Sciences Academy (0168) at John D. Sloat Elementary School.		

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00091	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,326 No Match
Period: 11/1/23 – 8/31/24 Description: Supplemental grant for the Law/Criminal Justice Academy (0084) at Sacramento City Unified School District.		

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00092	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,326 No Match
Period: 11/1/23 – 8/31/24 Description: Supplemental grant for the Corporate Business Academy (0086) at Sacramento City Unified School District.		

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00093	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,326 No Match
Period: 11/1/23 – 8/31/24 Description: Supplemental grant for the Law and Social Justice Academy (0022) at Sacramento City Unified School District.		

<b><u>COLLEGE AND CAREER TECHNICAL DEPARTMENT</u></b>		
California Department of Education A24-00094	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,326 No Match
Period: 11/1/23 – 8/31/24 Description: Supplemental grant for the Law and Public Services Academy (0571) at Capital City School.		

## **EXPENDITURE AND OTHER AGREEMENTS**

### **Restricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES DEPARTMENT</u></b>		
Nacht & Lewis SA24-00572	2/1/24: Architectural design services for the Facilities Maintenance and Operations Building TI project. Project will include full design for an interior tenant improvement of the existing office space.	\$119,569 Bldg Fund Interest / Modernization Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Nacht & Lewis was selected for this project from the District's pool of architects qualified through an RFQ process in June 22, 2023.	

### **SPECIAL EDUCATION DEPARTMENT**

SCOE Special Education SA24-00630	7/1/23 – 6/30/24: Non-Public Agency Behavior Technician Services for Students as requested by the Special Education Department for fiscal year 2023-2024.	\$1,722,162 Special Education Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Operate special day classes for District's students with extensive support or emotional and behavioral support needs (Program). Program may be offered on a District site or at another district's site (School Site).	

Accept District students referred to the Program by District upon receipt of a completed SCOE referral form and all information and documentation referenced in B.2. Notwithstanding the foregoing, at any time after SCOE's acceptance of a District student, SCOE may provide District with a 20-day calendar day written notice of its intention to decline continued services to any District student where SCOE reasonably determines it can no longer meet the needs of the student.

Allow District site staff access to SCOE occupied classrooms without prior notice to the extent that the visits are not unduly disruptive of the then occurring activity. When the Program is located at a School Site, District staff will follow School Site office check-in procedures.

Be responsible for implementing Individual Education Programs (IEPs) under the Individuals with Disability in Education Act (IDEA). SCOE shall be responsible for conducting IEPs and assessments of students while they are enrolled in the Program, except as set forth in paragraph B.3, and shall provide copies of the same to District. The District shall be invited to send representation to all IEPs for District students.

**SPECIAL EDUCATION DEPARTMENT**

Collaborative Learning Solutions, LLC  
SA24-00133

New Contract:

- Yes
- No

8/1/23 – 6/30/24: Approve ratification for the increase of contract amount. Original amount approved by the Board of Education on 11/2/23. Request to increase amount by the Special Education department for additional consultation to the Assistant Superintendent of Special Education. Consultative support across the Academic Office in alignment with SCUSD Strategic Priority of MTSS. Through an equity lens, CLS will provide consultative support to the Academic Office conducting an internal evaluation of the district's tiered system of support using the Integrated Framework for Improvement, Consultation support in the following areas: discipline data audit and adjustments related to the BPSB settlement, significant disproportionality (development, implementation and monitoring the (CIM for CCEIS plan), implementation of BPSB settlement action, work with a district team to establish a set of universal discipline guidelines that will assist school leadership with responses to student misbehavior that are grounded in restoration and skill acquisition, Restorative Practices training, support an evaluation of the specialized programs serving students with disabilities identified as having significant emotional and behavioral disorders (EBD). The goal of this evaluation is to analyze the current program structures, practices and procedures through the lens of the C5 framework to determine areas of strength and to identify growth opportunities for increasing the effectiveness of the programs, and the implementation of an Equity Community of Practice (ECOP)..

Original  
Approved  
Amount  
\$225,000  
ESSER II funds

Increase  
Requested  
\$72,500  
ESSER II funds

Total Amount  
\$297,500  
ESSER II funds

**EARLY LEARNING & CARE PROGRAMS**

Bluum USA, Inc. R24-03619  New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Newline Q-Series multi-touch interactive displays, installed on adjustable mobile carts for thirty-five Prekindergarten classrooms. This solution will inspire students, and build a dynamic and engaging learning environment in the classroom through collaborative software and integrated tools.	\$156,412 California State Preschool Program Funds
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**ACADEMICS DEPARTMENT**

Iris Taylor SA24-00216  New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ratify to increase not to exceed amount for duties that were performed of the Deputy Chief Academic Officer. Contract did not exceed original termination date of three (3) weeks after the hiring and assumption of duties of the new Deputy Chief Academic Officer for Sacramento City Unified School District.	Original Contract Amount: \$52,800 General Funds  Increase Requested: \$63,150 ESSER III Funds  Total Contract Amount: \$115,950
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**Unrestricted Funds**

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

Clear Channel SA24-00647  New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Electronic Billboards and Transit shelter ads to showcase the investments of Measure H bond projects throughout the boundaries of the District to community voters. Resolution No. 3389 for Declaring Futility of Competitive Bidding for Procurement of Electronic Billboard and Transit Shelter Marketing from Clear Channel will be presented to the Board.	\$152,827 General Funds
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## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Abraham Lincoln Elementary Nutrition Services	<p><b>BACKGROUND:</b> The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p><b>STATUS:</b> The District has determined these items are not repairable nor usable.</p> <p><b>RECOMMENDATION:</b> It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
ITEMS	
(21 each) Chromebooks (10 each) Laptops (18 each) Projectors (4 each) Milk Coolers (3 each) Warmers (1 each) Fryer (1 each) Freezer (3 each) ovens (1 each) Mixer (2 each) Misc. Cookware	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
E-Waste Recycle	

## RECOMMENDED BID AWARDS – FACILITIES PROJECTS

**Bid No:** 24-0321 Recoating Gym and Dance Flooring at Multiple High, K-8 and MS Schools

**Bids received:** 2:00 pm, February 27, 2024

**Recommendation:** Award to Boberg Hardwood Floors

**Funding Source:** Routine Restricted Maintenance

BIDDER	BIDDER LOCATION	AMOUNT
Boberg Hardwood Floors	Loomis CA	\$173,525

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Project:** Lease-Leaseback Agreement for preconstruction services for California Middle School Campus Renewal

**Recommendation:** Approve lease-leaseback contract with S+B James Construction for preconstruction services of **\$14,205** for the California Middle School Campus Renewal project.

This work includes the developer to participate in the design review for constructability, project estimating, and scheduling.

The cost of construction for the California Middle School Campus Renewal project is currently estimated at \$12,000,000.

**Amount/Funding:** \$14,205 – Measure H Funds

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project:** Isador Cohen Security Improvements

**Recommendation:** Precision Communications Inc. was awarded construction services on May 10, 2023 for the Isador Cohen Security Improvements project. This project consists of removal and replacement of existing fences and gates with new ornamental iron and/or chain link fence/gates; minor concrete paving; minor landscape work.

Original Contract Amount: \$21,414; Measure H Funds

Approve Change No. 2 \$2,142; Measure H Funds for previously approved AED and discovery on-site that door hardware per design/spec was not compatible. Ordered new compatible vertical hardware.

New Total Contract Amount: \$23,556; Measure H Funds

**Project:** C.K. McClatchy HVAC and Kitchen Modernization

**Recommendation:** CORE West, Inc. was awarded preconstruction services at the December 14, 2023 Board of Education meeting for the C.K. McClatchy HVAC and Kitchen Modernization project. This project consists of replacement of two (2) chillers on the existing support platforms, three (3) mechanical units, to be located on the existing curbs and 65 unit ventilators located in the existing classroom suspended acoustic ceiling to be replaced in-kind. The kitchen will receive an update to the student service interface including new service lines and service equipment to provide increased options for food choice and increase school meal counts.

Original Contract Amount: \$8,000; Measure Q Funds

Approve Amendment No. 1 \$6,821,619; HVAC is Measure Q Funds and Kitchen is Kitchen Infrastructure Funds

New Total Contract Amount: \$6,829,619; HVAC is Measure Q Funds and Kitchen is Kitchen Infrastructure Funds

**Project:** **Hiram Johnson High School Stadium Lighting/Bleachers/Concession-Restroom Buildings and Plaza**

**Recommendation:** A.M. Stephens was awarded preconstruction services at the April 7, 2022 Board of Education meeting for the Hiram Johnson HS Stadium Lighting / Bleachers / Concession – Restroom Buildings and Plaza project. This project consists of construction of new stadium entrance, lighting, bleachers and concession-restroom buildings.

Original Contract Amount: \$54,600; Measure Q and R Funds

Amendment No. 1 \$8,541,747; approve Guaranteed Maximum Price (GMP) for construction of the Hiram Johnson HS Stadium Lighting / Bleachers / Concession – Restroom Buildings and Plaza project; board approved June 22, 2023.

New Total Contract Amount: \$8,596,347; Measure Q and R Funds

Approve Amendment No. 2 (\$133,366) to reconcile unspent allowances and contingencies for Facilities Lease

New Total Contract Amount: \$8,462,981; Measure Q and R Funds



### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				2023	23181	67439	S5
<b>Attention</b> Lisa Allen, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Accounting Office, Categorical Programs				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000				7220	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> California Partnership Academies (CPA) Program— <b>SUPPLEMENTAL</b>						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$ 3,326		\$ 3,326		11/01/2023	08/31/2024	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
I am pleased to inform you that you have been funded for the Criminal Justice and Community Services Academy (0095) at Sacramento City Unified School District.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
Michelle Upton, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901							
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> <a href="mailto:CPAcademies@cde.ca.gov">CPAcademies@cde.ca.gov</a>					<b>Telephone</b> 916-319-0457		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 5, 2024		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<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>							
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer			
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>					<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 					<b>Date</b> FEB 20 2024		

**Received**

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District Lisa Allen, Interim Superintendent PO Box 246870 Sacramento, CA 95824-6870	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	23	13430	67439	01
<b>Attention</b> Lisa Allen, Interim Superintendent	<b>STANDARDIZED ACCOUNT CODE</b>		<b>COUNTY</b>	
<b>Program Office</b> Sacramento City Unified SELPA, 3412	<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000	3315	8182	<b>INDEX</b>	

**Name of Grant Program**  
 2023-24 Individuals with Disabilities Education Act 619 Federal Preschool Grant 0663

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$271,586		\$271,586		07/01/2023	09/30/2025

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.173A	H173A230120	Individuals with Disabilities Education Act Part B, Section 619	United States Department of Education


I am pleased to inform you that you have been funded for the Individuals with Disabilities Education Act (IDEA) 619 Federal Preschool Grant award.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original Grant Award Notification form (AO-400) with original signature to:

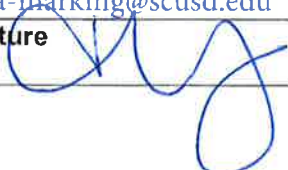
Julie Toy, Education Programs Assistant  
 Focused Monitoring and Technical Assistance Unit V  
 California Department of Education  
 1430 N Street, Room 2401  
 Sacramento, CA 95814-5901

Please also scan and email a copy of the signed Grant Award Notification (AO-400) to [IDEAgrants@cde.ca.gov](mailto:IDEAgrants@cde.ca.gov).

<b>California Department of Education Contact</b> Julie Toy	<b>Job Title</b> Education Programs Assistant
<b>Email Address</b> <a href="mailto:JToy@cde.ca.gov">JToy@cde.ca.gov</a>	<b>Telephone</b> 916-322-1767
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> January 8, 2024

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b> Janea Marking	<b>Title</b> Chief Business & Operations Officer
<b>Email Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>	<b>Telephone</b> (916) 643-9055
<b>Signature</b> 	<b>Date</b> 02/14/24

**Received**

**FEB 08 2024**

Office of the Superintendent  
 SCUSD

**AGREEMENT BETWEEN GREEN SCHOOLYARDS AMERICA AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE DESIGN AND INSTALLATION OF A SCHOOLYARD FOREST AT PARKWAY ELEMENTARY**

This Agreement (“Agreement”) is entered into on 02/14/2024 (“effective Date”), by and between the Sacramento City Unified School District (the “SCUSD” or “District”), and Green Schoolyards America, a fiscally sponsored project of Earth Island Institute (“GSA”), a California nonprofit public benefit corporation (collectively “Party” or Parties”) for the following pilot project (“Pilot Project”):

**Schoolyard Pilot Project at Parkway Elementary**

**RECITALS**

- A. **WHEREAS**, District is the owner of certain real property, Parkway Elementary School, located at 4720 Forest Parkway, Sacramento, California 95823 (“Property” or “Pilot School”).
- B. **WHEREAS**, the purpose of this Agreement is to pursue and support a collaborative effort between the Parties to implement the Pilot Project at the Property identified;
- C. **WHEREAS**, the Parties seek to promote the creation of schoolyard forests in other school campuses as part of the California Schoolyard Forest System<sup>SM</sup> (the “Initiative”);
- D. **WHEREAS**, the California Schoolyard Forest System<sup>SM</sup> is an initiative founded by Green Schoolyards America, CAL FIRE, Ten Strands and California Department of Education; and through this Agreement, SCUSD seeks to join this initiative by collaborating with GSA to implement a Pilot Project at Parkway Elementary, and by collaborating with GSA in advancing the goals of the initiative as described in the “Duties” section below.
- E. **WHEREAS**, the Initiative seeks to increase tree canopy on public school grounds in under-served communities to protect students in pre-kindergarten through grade 12 (PK-12) from urban heat islands and rising temperatures due to climate change.
- F. **WHEREAS**, the Initiative seeks to create a PK-12 learning laboratory across the curriculum and grade levels at the Pilot School in order to build students’ environmental and climate literacy through hands-on research, design, planting, and stewardship of their schoolyard forest.
- G. **WHEREAS**, District’s Core Value states that *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness;*
- H. **WHEREAS**, the District acknowledges that climate change is a serious threat to humans and that exposure to impacts like extreme heat and the urban heat island effect is uneven,

with some populations disproportionately exposed to and unable to avoid risks associated with increased heat. This includes low-income communities, children, the elderly, disabled, and racially minoritized populations.

- I. **WHEREAS**, the District is rethinking our schoolyards to make them much more climate resilient and better equipped for diverse forms of play and learning. We need our schoolyards to protect our students from extreme heat while also nurturing their development and growth.
- J. **WHEREAS**, GSA defines “Schoolyard Forests” as spaces with groves of climate adapted tree species, including large tree species and high biodiversity, planted in areas accessible to students during the school day. Schoolyard Forests engage students in design, planting, stewardship, and are designed to shade and protect students from extreme heat while providing additional health, learning, and environmental benefits.
- K. **WHEREAS**, GSA has secured funding from CAL FIRE and private funders to accomplish the following tasks:
  - Analyzing the existing regulatory context by researching policies across state agencies and identifying barriers and opportunities for tree planting in schools.
  - Providing long and short-term policy and program recommendations at the state level to facilitate and accelerate tree planting in schools.
  - Developing publicly accessible and free online resources and educational webinars for school districts to support implementation of schoolyard forests.
  - Developing a publicly accessible California tree canopy equity map using GIS.
  - Designing and implementing two schoolyard forest pilot projects in disadvantaged communities in two different regions in California to test approaches and advance the Initiative.
- L. **WHEREAS**, SCUSD and GSA selected Parkway Elementary to be the Northern California Pilot Project of the California Schoolyard Forest System based on the goals, description, criteria, budget and timeline set forth in **Exhibit A**.
- M. **WHEREAS**, GSA acting through Earth Island Institute entered into Grant Agreement 8GA21439 with CAL FIRE on May 15, 2022 (“CAL FIRE Grant”), which funds a portion of the work described above. The CAL FIRE Grant Agreement is attached as **Exhibit B**.
- N. **WHEREAS**, District shall have final approval of the design and construction of the Pilot Project.
- O. **WHEREAS**, the Parties may choose to pursue additional collaborative activities beyond what is listed in this Agreement and in **Exhibit A**. The Parties acknowledge that additional activities and costs shall be subject to, and contingent upon, successful fundraising efforts and grant application(s).
- P. **WHEREAS**, this Agreement between GSA and SCUSD is intended to summarize the primary roles and responsibilities of the Parties towards the shared goal of implementing a

Schoolyard Forest Pilot Project at Parkway Elementary and collaborating to advance the goals of the Initiative.

Q. **NOW THEREFORE**, Now therefore, in consideration of the mutual promises contained herein the parties agree as follows:

**Article 1: DUTIES**

1. **Grant Opportunity**. GSA has received a grant from Cal Fire for implementing the California Schoolyard Forest System pilot project at two schools within the State of California, and Parkway Elementary within the District was selected as one of those two schools. GSA will provide up to \$100,000 for the design, \$200,000 for the implementation and construction of the effort, and \$40,000 for two years of maintenance. Those funds will be controlled by GSA, but provided to the District as in-kind serves.
2. **Initiative Participation and Promotion**. SCUSD agrees that SCUSD staff will actively participate in the Initiative in ways that will promote its success, which may include occasionally attending and presenting at webinars and events associated with the Initiative, leading site tours to showcase the Pilot Project, and to the extent permitted by law, providing data and information for project evaluation purposes. In addition, SCUSD will assign district staff that will work with GSA staff on the Pilot Project, including but not limited to one main point of contact and additional staff from Facilities, Sustainability, and Instruction.
3. **Staffing and Other Costs**.
  - a. GSA will cover its staff time, expenses and Consultant costs associated with its role as described in this Agreement and in **Exhibit A**.
  - b. SCUSD will cover its staff time, expenses and other internal costs associated with its role as described in this Agreement and in **Exhibit A**.
4. **Pilot Project Planning and Design**.
  - a. The Parties shall jointly plan and implement a participatory design process for the Pilot Project. The participatory design process will include students, teachers, administrators, parents, and community members and will culminate in a conceptual design for the schoolyard forest. GSA will hire and pay for the services of Bay Tree Design, a qualified landscape architect licensed in California, and other design consultants as needed to work with GSA and SCUSD Facilities staff to propose an optimal location for the schoolyard forest; engage the school community and other stakeholders in accordance with SCUSD requirements; and develop a Concept Design, Construction Documents, and Specifications in compliance with applicable building codes. The optimal location, community and stakeholder engagement, Concept Design, Construction Documents, and Specifications shall be approved by the Parties. Any change in the scope or arrangement of services shall constitute an additional Agreement between the Parties.
  - b. SCUSD shall be responsible for providing As-Builts and/or topographic surveys of the site including buildings, paving, utilities, drainage and irrigation.

- c. SCUSD will provide timely reviews and approve the design within 14 days after submission at the following stages: Concept Design, 50% Construction Documents, 100% Construction Documents, to ensure that the design meets SCUSD standards.
- d. GSA and its consultants will perform cost estimates at different stages of design to ensure that the project stays within budget. If the costs exceed the budget, GSA and SCUSD will work collaboratively to decide on cost cutting measures needed to ensure the project stays within budget.

5. **Community Engagement.**

- a. Community engagement efforts shall follow SCUSD’s standards that have been developed since the implementation of the Facilities Master Plan in October 2021. The role of community engagement efforts is to effectively *confront and interrupt inequities that exist and begin to level the playing field* in ways that improve outcomes for all students and close significant performance gaps between student groups. It is critical in prioritizing facility projects to:
  - 1) Acknowledge structural racism and recognize harm caused to the community from those continued structures.
  - 2) Know that school planning is neighborhood planning.
  - 3) Remove the *Psychological Distance* between the people impacted by decisions and the decision makers (Hernandez & Galletta, 2016).
  - 4) Ensure that voices of students, parents, and community members – all of whom have informed insights and knowledge – inform District planning.
- b. Community engagement events shall:
  - 1) Incentivize participation by offering the event at the best time for families, serve meals, provide translation services, and strive to share the invitation to the events through alternative means.
  - 2) Always include opportunities for the community to drive portions of the design elements.
  - 3) Check for and confirm understanding.
  - 4) A proposed community engagement outline, subject to adjustment and refinement as Parties mutually see fit, is attached hereto as **Exhibit C**.

6. **Environmental Testing and CEQA Compliance.** SCUSD shall work with GSA to obtain an appropriate CEQA review and approval. In addition, SCUSD shall ensure that no contamination is present in the location selected for the schoolyard forest, and for costs associated with environmental consultants and testing, if required. If contamination is found, SCUSD and GSA will work together to select another site. GSA will cover CEQA filing fees and may contribute to soil testing costs as the budget allows.

7. **Division of State Architect.** GSA does not anticipate needing Division of State Architect (DSA) approval for the Pilot Project since it will focus on climate adapted tree plantings that will not impact the path of travel. If for any reason DSA submission is required, GSA will secure an Architect of Record to the lead DSA submission process and cover the DSA fees, with SCUSD’s approval. SCUSD shall be responsible for any additional design improvements beyond those associated with the schoolyard forest.

8. **Construction of the Pilot Project.** GSA shall hire and pay for the services of an SCUSD approved contractor (“Contractor”) to deliver all major construction activities associated with the Pilot Project, which may include, but is not limited to: demolition, soil excavation and off haul, concrete work, drainage and irrigation, bringing and installing clean soil and soil amendments, large trees, boulders, logs, and other elements that cannot be installed by volunteers and/or students (“The Improvements”). The Contractor shall follow all SCUSD requirements pertaining to background checks and fingerprinting. SCUSD or its designee will conduct on-site construction inspections and approvals, per a predetermined schedule of critical work, to ensure that construction is in conformance with the Plans and Specifications.
  
9. **Substantial Completion and Final Acceptance.** Upon notice from GSA that the Pilot Project has reached substantial completion, in accordance with the Plans and Specifications, SCUSD or its designee shall, within ten (10) working days of such notice, prepare a punch list (“Punch List”), which will need to be completed by the Contractor prior to receiving Final Acceptance. Upon notice from GSA that the Punch List has been completed, SCUSD or its designee shall, within ten (10) working days of such notice, perform a final inspection. Upon SCUSD’s inspection and decision to accept the work, SCUSD will issue a letter of final acceptance (the “Acceptance Letter”) addressed to GSA. Prior to delivery by SCUSD of the Acceptance Letter to GSA, SCUSD shall not allow access and use of the schoolyard forest.

Following Final Acceptance by SCUSD, GSA shall deliver the Improvements free of all liens, easements or potential claims and shall provide SCUSD fully executed waivers and releases from the Contractor and all other subcontractors of all claims against SCUSD, its employees and agents. GSA shall require that the Contractor assign to SCUSD any warranties or guarantees attendant or concomitant to its contracts with the Contractor and any other subcontractors. GSA shall also assign to SCUSD the right to any available remedies for latent defects. GSA shall require the Contractor to deliver as-built drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.

10. **Volunteer and Student Activities.** Once the Contractor has finished its scope of work and the Acceptance Letter has been issued to GSA, GSA will support SCUSD and Parkway Elementary School to lead volunteer and student activities including planting, spreading mulch and curriculum activities related to the schoolyard forest (e.g. temperature measurement, etc.). GSA shall follow all volunteer fingerprinting and background check requirements.

11. **Pilot Project Maintenance.** SCUSD shall be responsible for ensuring proper maintenance of the schoolyard forests for at least five years after installation, including but not limited to irrigation adjustments and repairs, tree pruning, tree replacement, soil amendments, and replenishment of mulch. GSA will assist SCUSD during the first two years after implementation by providing on-call technical assistance and cover certain agreed upon maintenance expenses and activities up to \$20,000 per year for two years. These expenses may include the services of an arborist or tree maintenance company, irrigation repairs, replacement trees, mulch, soil, and other materials. GSA and SCUSD shall meet at least twice a year during the first two years after implementation to discuss maintenance needs and make decisions on how to allocate the maintenance funding.
12. **Curriculum.** GSA will support Parkway Elementary and the District's Curriculum and Instruction Department in the implementation of curriculum and supports surrounding the new schoolyard forest.
13. **Pilot Project Evaluation.** GSA shall develop an evaluation protocol for the Pilot Project in coordination with SCUSD. The evaluation may include before and after surveys and interviews with teachers and students, photographs, temperature measurements and other ways to evaluate the impact and document the Pilot Project. Evaluation surveys and interview protocols shall be reviewed and approved by SCUSD in advance. SCUSD will make best efforts to assist GSA in evaluating the Pilot Project by providing access to the site and data as needed and allowable by law.
14. **Publicity.** The Parties agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the California Schoolyard Forest System and the Pilot Project, except as may be legally required by applicable laws, regulations, or judicial order. Further, any press release, public announcement, marketing materials or brochures, prepared by any Party shall refer to the Pilot Project as a joint project between GSA and SCUSD. The Parties shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of all Parties.
15. **Photo Permissions.** SCUSD shall allow GSA to take and use photographs of workshops, volunteer workdays, outdoor facilities, and schoolyard forests over the course of the work associated with this Agreement. If needed, GSA shall obtain written permission from the subjects (or the subjects legal guardians if they are minors) before taking photographs. Photographs will only be used to feature the project and advance the initiative and will not be used for commercial purposes.
16. **Fundraising.** The Parties may agree to seek additional funding to pursue additional activities as part of this collaboration. SCUSD agrees to support GSA fundraising efforts for the Initiative by providing support letters and other information requested by funders. Once these additional activities are agreed upon and funded, this agreement may be amended to reflect the new conditions.  
Examples of additional activities that the Parties may decide to pursue if funding is secured include:



- GSA could support SCUSD with professional development for school administrators, teachers, and facilities staff beyond what GSA will provide for the Pilot Project.
- GSA could provide technical assistance for other schoolyard forest projects in the district.
- GSA could support SCUSD in pursuing strategies to incorporate schoolyard forests into its long-term plans. These could include building alignment between departments and school sites, incorporating schoolyard forests into the SCUSD Facilities Master Plan, developing Schoolyard Forest Design Guidelines and Stewardship Best Practices, or other resources and/or policies.

**Article 2: General Provisions**

- 1) **Term and Termination.** The Agreement shall be effective for five (5) years from the date the last party signs below. Either party may terminate this agreement for convenience at any time upon thirty (30) days' advance written notice to the other party at the address below.

If to the District:  
 Sacramento City Unified School District  
 PO Box 246870  
 Sacramento CA 95824-6870  
 Attn: Tina Alvarez Bevens, Contracts

If to GSA:  
 Sharon Danks  
 c/o Rachel Strominger  
 Earth Island Institute  
 2150 Allston Way, Suite 460  
 Berkeley, California 94704

- 2) **Right of Entry.** During the Term, SCUSD shall allow GSA, and their employees, agents and grantors (i.e. CAL FIRE), full and unrestricted access to the Pilot Site to plan, install, evaluate, observe, and maintain the improvements at no cost to GSA. All background check and finger printing requirements shall be followed, and access shall be scheduled at least 48 hours in advance.
- 3) **Land Tenure.** SCUSD will be the long-term steward of the school site once the Schoolyard Forest Pilot Project is built on the Property. SCUSD understands that the CAL FIRE grant requires that the Pilot Project be maintained for a period of five-years. Consistent with the remainder of this Section, SCUSD explicitly recognizes that GSA will be relying upon the SCUSD, as owner of the Property, to fulfill any of these maintenance requirements of the Property and Improvements.
- 4) **Signage.** SCUSD agrees that GSA shall have the right to erect informational plaques or signs on the Pilot Project, with information about the schoolyard forest and acknowledging the contributions of GSA, the grantors under any Grant Agreements, and other

organizations, subject to the prior approval of SCUSD and contingent upon the receipt of all necessary approvals pursuant to normal SCUSD procedures. Signage shall be installed by GSA during installation of the schoolyard forest at the Pilot Site.

- 5) **Ownership of Intellectual Property.** GSA shall grant to SCUSD a nonexclusive, non-transferable, revocable license to use Contractor's trademarks, trade names, service marks, copyrights and logos (whether registered or not) in promotional and marketing materials for the Schoolyard Forest System<sup>SM</sup> Initiative, provided that any materials containing any of GSA's intellectual property will be sent to GSA for review and approval in advance of printing/posting/fabrication, such approval not being unreasonably withheld or delayed.
- 6) **Incorporation by Reference.** This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings, and agreements are superseded by this Agreement. The terms of GSA's design and implementation of the Pilot Project, shall be governed by the terms of this Agreement and the CAL FIRE Grant Agreement.
- 7) **Independent Status.** While engaged in performance of this Agreement, GSA, a fiscally sponsored project of Earth Island Institute, are an independent entity and is not an officer, agent or employee of the District. GSA and Earth Island Institute are not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.
- 8) **Fingerprinting Requirements.** Organization agrees that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that Organization assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.
- 9) **Mutual Indemnification.** Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.
- 10) **Insurance.** Prior to commencement of services and during the life of this MOU, Organization shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this

policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

- 11) **Entire Agreement**. This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this agreement that are not fully expressed herein. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.
- 12) **Nondiscrimination**. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- 13) **Rules and Regulations**. All rules and regulations of the District's Board of Education and all federal, state, and local laws, ordinance and regulations are to be strictly observed by the Organization pursuant to this MOU. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.
- 14) **Amendments**. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- 15) **Execution in Counterparts**. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- 16) **Authority**. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a California public school district**

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

**Janea Marking, Chief Business and Operations Officer**

**GREEN SCHOOLYARDS AMERICA, a fiscally sponsored project of Earth Island Institute, a California non-profit public benefit corporation**

By: Sharon Danks Date: Feb. 8, 2024

**Sharon Danks, Executive Director, Green Schoolyards America**

**EARTH ISLAND INSTITUTE, a California non-profit public benefit corporation**

By: Sumona Majumdar Date: 02/14/2024

**Sumona Majumdar, Executive Director, Earth Island Institute**

## Exhibit A

### Pilot Project Description, Timeline and Budget

#### Project Description

As part of its California Schoolyard Forest System<sup>SM</sup>, Green Schoolyard America and SCUSD selected Parkway Elementary as one of two pilot projects sites for the state.

Green Schoolyards America will work collaboratively with district staff, students, teachers, families, and the school community to design, plant, and steward the schoolyard forest which will include a diverse palette of native and/or climate adapted tree species that are appropriate for schoolyards.

The Parkway Elementary schoolyard pilot project will replace approximately 20,000 sf of grass with between 45 and 55 climate adapted tree species, other plant species, permeable natural surfaces such as decomposed granite and mulch, and natural elements such as small earth mounds, swales, stumps, logs, and boulders. The project will also upgrade the irrigation system to irrigate the newly planted forest. The project will not remove asphalt nor impact any major school infrastructure.

Approximate project area and location is shown below.

#### PARKWAY ELEMENTARY SCHOOLYARD GREENING | Scoping Diagram



BAY TREE DESIGN

## Pilot Project Goals

The goals for the pilot project are as follows:

1. Create a model schoolyard forest for the state and nationally that showcases the following design objectives:
  - Trees planted in groves designed to shelter students and protect them from heat, while supporting outdoor learning and play in nature.
  - High diversity of climate-adapted trees including large shade tree species.
  - Students and their community meaningfully engaged in design, planting, and care of the forest.
2. Field test resources in the new Schoolyard Forest Resource Library developed by Green Schoolyards America, and how Green Schoolyards America's team can best support and provide technical assistance to partner districts and school staff to help them make the most of their schoolyard forests.
3. Field test how to implement small and replicable schoolyard forest projects.
4. Explore long-term partnerships with districts.

## Pilot Site Requirements

Pilot project school sites were selected based on the following criteria:

1. **Equity.** School sites for the pilot projects need to be in urban areas and be located in a disadvantaged community per AB 1550-Disadvantaged and Low Income Communities criteria, serve low income student populations identified by unduplicated pupil count and free and reduced lunch, and have low canopy cover.
2. **School and district buy-in.** The school site administration and community need to agree to being a pilot site, and the district should have no plans to develop the area of the schoolyard where the trees will be planted.
3. **Site requirements.** Schoolyard areas where the trees will be planted need to be, at a minimum, a 10,000 square foot contiguous patch of unpaved space with relatively easy access to water for irrigation, and accessible to students during the school day.
4. **Curriculum connections.** Pilot school sites need to agree to integrate the new schoolyard forests/outdoor classrooms into their curriculum by bringing students outside to learn and testing GSA's educator resources for schoolyard forests.

## Project Budget

Through a CAL FIRE grant and other private donations, Green Schoolyards America has secured a total of \$340,000 for the Pilot Project at Parkway Elementary. The donation will be provided as in-kind services by GSA.

	<b>Total Not to Exceed Budget for Parkway Elementary</b>
<b>Design</b> (landscape architect, irrigation, other consultants as needed)	\$100,000
<b>Implementation</b> (irrigation system, soil improvements, mulch and other permeable surfaces, trees and other plants, signage, other site elements such as logs, boulders, stumps)	\$180,000
<b>Project Contingency</b>	\$20,000
<b>Maintenance</b> (two years)	\$40,000
<b>Total Budget</b>	<b>\$340,000</b>

**Exhibit B**

**Grant Agreement 8GA21439 with CAL FIRE**



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



May 17, 2022

Sharon Danks  
Earth Island Institute  
2150 Allston Way, Ste. 460  
Berkeley, CA 94704

8GA21439; Earth Island Institute, "Founding the California Schoolyard Forest System"

**This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.**

**Please contact Julia Gowin at 916-201-8942 if you have questions concerning services to be performed.**

- Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Kevin Haran at [kevin.haran@fire.ca.gov](mailto:kevin.haran@fire.ca.gov) no later than **April 26, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:  
CAL FIRE

Attn: Grants Management Unit/UCF Grants  
P.O. Box 944246  
Sacramento, CA 94244-2460

**In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.**

- Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Kevin Haran  
Grants Analyst  
Grants Management Unit

CC: Larissa Frees  
Walter Passmore  
Julia Gowin  
Colin Highlands

Enclosures

**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Resource Management  
GRANT AGREEMENT**

**APPLICANT:** Earth Island Institute  
**PROJECT TITLE:** Founding the California Schoolyard Forest System  
**GRANT AGREEMENT:** 8GA21439

**PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 30, 2026.**  
 Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** This project will develop tree canopies on California school grounds in order to increase health and climate benefits for school communities. The project will develop its pilot program in the first year identifying 2-3 schools in disadvantaged communities that serve low-income populations. The overall goal is to evaluate and address “schoolyard tree canopy equity” in order for children to have access to trees and shade on their school grounds. Forest recommendations will be made in the second phase of the project which will be implemented at the 2-3 campuses. Native and/or climate appropriate species will be selected and planted.

**Total State Grant not to exceed \$ 1,497,189.68** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**Earth Island Institute**

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

Applicant

By   
 Signature of Authorized Representative

Title Executive Director

Date 05/03/2022


By   
 Title: **Matthew Reischman**  
 Deputy Director, Resource Management

Date 5/15/2022

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER <b>8GA21439</b>	PO ID 0000399707	SUPPLIER ID 0000031378
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING <b>\$ 1,497,189.68</b>
GL UNIT 3540	BUD REF 0016	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT 5340580	UNENCUMBERED BALANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96180	

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

DocuSigned by:   
 Signature of CAL FIRE Accounting Officer

5/17/2022  
 Date

GRANT NUMBER 8GA21439  
Earth Island Institute  
Founding the California Schoolyard Forest System

TERMS AND CONDITIONS OF GRANT AGREEMENT

**I. RECITALS**

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as “STATE” and Earth Island Institute., hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed one million four hundred ninety seven thousand one hundred eighty nine dollars and sixty eight cents (**\$1,497,189.68**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. California Department of Forestry and Fire Protection 2021/2022 Urban and Community Forestry Program Grant Guidelines
  - b. California Air Resources Board Greenhouse Gas Quantification Methodology for the Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program
  - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits

**II. SPECIAL PROVISIONS**

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.06-4799.12 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State’s obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.

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Earth Island Institute  
Founding the California Schoolyard Forest System

### III. GENERAL PROVISIONS

#### 1. Definitions

- a. The term "Agreement" means grant agreement number 8GA21439.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

#### 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Earth Island Institute
Section/Unit: Urban and Community Forestry	Section/Unit: N/A
Attention: Julia Gowin	Attention: Sharon Danks
Mailing Address: P.O. Box 944246 Sacramento, CA 94244	Mailing Address: 2150 Allston Way, Suite 460 Berkeley, CA 94704
Phone Number: (916) 201-8942	Phone Number: (510) 872-4554
Email Address: Julia.gowin@fire.ca.gov	Email Address: sharon@greenschoolyards.org

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Earth Island Institute  
Founding the California Schoolyard Forest System

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

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Earth Island Institute  
Founding the California Schoolyard Forest System

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

#### 4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current

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Earth Island Institute  
Founding the California Schoolyard Forest System

invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Department of Forestry and Fire Protection 2021/2022 Urban and Community Forestry Program Grant Guidelines.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to the CAL FIRE Representative identified in Item 2. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization that is located in or providing service to disadvantaged or low-income communities. Advance payment made by the STATE shall be subject to the circumstance and provisions below.

Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:

- Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include

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Earth Island Institute  
Founding the California Schoolyard Forest System

items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for Project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as program income used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Urban and Community Forestry Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE



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all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.

- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

#### 7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

#### 8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:

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- i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
  - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include

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information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

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- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and

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Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

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

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

**2021/2022 Urban & Community Forestry Grants: Project Application Form**

Fill out this form completely. Please note your Project Tracking Number and see the submittal instructions in your project application invitation letter. Failure to follow the instructions may disqualify a project application.

**CAL FIRE Project Tracking Number:** 21-UF-UFEI-030

**Name of Organization** Green Schoolyards America, a fiscally sponsored project of Earth Island Institute

**Project Title** Founding the California Schoolyard Forest System

**Project Type** Urban Forest Expansion & Improvement

**Requested Grant \$** \$1,497,189.68

**Matching \$** \$100,000.00

**Total Project \$** \$1,597,189.68

**Primary Source of Technical Advice**

ISA Certified Arborist

**Explanation (if required):** In addition to an arborist, we will also work with a Callfor

**Professional's First Name** TBD

**Professional's Last Name** TBD

**1. Applicant information - Eligible applicants include cities, counties, qualifying districts, or nonprofit organizations qualified under section 501(c)(3) of the Internal Revenue Code.**

**Type of Organization** 501(c)(3) nonprofit

**1A. Primary Project Contact information**

**First Name** Sharon

**Last Name** Danks

**Email** sharon@greenschoolyards.org

**Phone Number** (510) 872-4554

**Address 1** 2150 Allston Way, Suite 460

**Address 2**

**City** Berkeley

**County** Alameda

**State** California

**Zip Code** 94704

**1B. Secondary Project Contact information**

**First Name** Rachel

**Last Name** Pringle Frederick

**Email** rachel@greenschoolyards.org

**Phone Number**

**Address 1** 2150 Allston Way, Suite 460

**Address 2**

**City** Berkeley

**County** Alameda

**State** California

**Zip Code** 94704

**1C. Correspondence Details: List any information needed for project contacts, invoicing, etc.**

Green Schoolyards America is a fiscally sponsored project of Earth Island Institute, a 501(c)(3) nonprofit organization. As such, Earth Island Institute manages Green Schoolyards America's financial and legal matters. Our Program Advisor at Earth Island Institute is: Rachel Strominger. She can be reached at: 510-859-9141 or rachel@earthisland.org. Earth Island Institute's CEO is David Phillips.

**2. Partner information - List primary project partners or co-sponsors. Applicants must provide a letter of commitment from each partner organization that affirms their role in the project.**

**2A. Name of Organization 1** California Department of Education

First Name Lesley

Last Name Taylor

Partner Contact Title Education Administrator

Email LTaylor@cde.ca.gov

Phone Number (916) 323-5308

Comments

**2B. Name of Organization 2** Ten Strands

First Name Karen

Last Name Cowe

Partner Contact Title CEO

Email kcowe@tenstrands.org

Phone Number (510) 812-5493

Comments Karen Cowe is also the Project Director of the California Environmental Literacy Initiative.

**2C. Additional Partners:** list additional partner organizations with contact person, email address, and phone number.

1) Gerardo Salazar, Administrator, Office of Outdoor & Env. Education, Los Angeles Unified School District, gerardo.salazar@lausd.net, 213-241-7900; 2) Tamar Barlev, Green Schoolyard Manager, San Francisco Unified School District, Email: barlevt@sfusd.edu; 3) Andra Yegholian, Environmental Literacy and Sustainability Coord., San Mateo County Office of Educ., ayegholian@smcoe.org, 650-802-5406

**3. Start of Grant Period:** provide the estimated start of the grant project. The grant period will end on March 30, 2025. Final billing must be received within 30 days after the completion date.

Planned Project Start Date Mar 1, 2022

**4A. AB 1550 - Disadvantaged and Low Income Communities.** Check the boxes for AB 1550 criteria that the project will meet. At least one box in each step must be checked to qualify. Visit <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials> to find the criteria tables for this grant program.

**Step 1, Priority Populations:**  meets "1A"  meets "1B"  meets "1C"  meets "1D"

**Step 2, Address Needs:**  meets "2A"  meets "2B"  meets "2C"  meets "2D"

**Step 3, Provide Benefits:**  meets "3A"  meets "3B"  meets "3C"  meets "3D"  meets "3E"

Provide any necessary discussion:

We will work with 2-3 pilot schools, TBD in Phase 1. Our selection criteria will require that they are in disadvantaged communities.

**4B. Census tracts:** list census tracts for the project that will meet AB 1550 criteria from the *Grant Guidelines*. Census tracts should be listed using the 10 digit number found for each tract on the map(s) at <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

Phase 1 of this project will begin with a detailed planning process that includes developing our schoolyard forest pilot program. During the planning process we will identify 2-3 schools in disadvantaged communities that also serve low income populations (identified by "unduplicated pupil count" and "free/reduced lunch"). Our overall project seeks to evaluate and address "schoolyard tree canopy equity"—so that all children will have access to trees and shade on their school grounds. We will focus our work where conditions are the harshest, and where urban heat island effects pose health risks to students.

**5. GHG Methodology:** Fill in the GHG calculated amounts below if applicable. Describe the assumptions used to quantify GHG reductions using the ARB Quantification Methodology as required in the grant guidelines and found at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/quantification.htm>. You are required to attach proof that the ARB specified quantification methodology was followed when claiming GHG reductions.

<b>5A. Estimated carbon stored (MT CO<sub>2</sub>e)</b>	258
<b>5B. Estimated avoided emissions (MT CO<sub>2</sub>e)</b>	0
<b>5C. Estimated project emissions (MT CO<sub>2</sub>e)</b>	13
<b>5D Net GHG benefit (MT CO<sub>2</sub>e). (5A + 5B) - 5C =</b>	246

The species, sizes, and quantities of trees, and the locations used in the GHG calculator are provided as examples only since the exact locations of the pilot projects have not yet been identified.

Based on results from Phase 1 of this project, we will identify schoolyard forest recommendations to be implemented on 2 to 3 school campuses. (The GHG estimate is calculated based on 3 sites.)

Once school campuses have been identified, we will choose a diverse pallet of native and/or climate appropriate species that do not require irrigation beyond their establishment (or only during hot and dry summer periods), that are appropriate for schoolyards, safe and engaging for children, and are sized as large as possible at maturity in order to provide the greatest amount of shade.

The estimated GHG emission reductions are based on two climate zones, Los Angeles and the San Francisco Bay Area. We are using 3 sites for the calculation, 2 in L.A. and 1 in San Mateo. We are using 30 trees per site for this estimation: 15 large- and 15 medium-statured species. For all scenarios, we are assuming that all large-stature trees are more than 60 feet from buildings, one third of the medium trees are between 20 and 39 feet and two thirds of the medium trees are more than 60 feet from buildings. To avoid over- or underestimating GHG benefits, we chose an average azimuth of SE for all trees. We kept the default project parameters i-Tree suggests for the respective locations.

For the L.A. example, we used *Quercus agrifolia* and *Geijera parviflora* as example species, 1" DBH at planting, and assumed all school buildings were built between 1950 and 1980 and having heat and A/C.

For the San Mateo example, we use *Quercus suber* and *Laurus nobilis* as example species, 1" DBH at planting, and assumed all school buildings were built between 1950 and 1980 and having heat and A/C.

Note on water usage: We used the ARB tool to calculate water usage and we estimated that each of the three demonstration sites would be approximately ¼ acre. It would be our intention to provide irrigation during establishment and potentially during hot and dry summer periods. There was not a way to set the ARB tool to calculate for less than 40 years, although it would not be our plan to provide irrigation for that long. Therefore the water usage number shown in the Co-Benefit Summary is presumably higher than would actually be the case. It would be our intention to follow best practices in irrigating the trees that are planted in the California Schoolyard Forest System.



**6. Narrative.** In the sections below, please follow the prompts and provide all relevant information for the project.**6A. Background.** Describe the situation in the project area(s) and problems in the project area(s) that need attention.

Across California, more than 10,000 K-12 public schools serve 6 million students on 130,000 acres of public land every day. Most of these school grounds are paved with hot asphalt and rubber surfaces, and have very little tree canopy to moderate temperature. More than 6,000 California schools have less than 5% of their property shaded by tree canopy, and most of that shade is not positioned where it could directly shade and protect students. Green Schoolyards America estimates that millions of California's students do not have any access to shade outdoors at school.

Unshaded pavement creates substantial urban heat island problems for children, who are particularly vulnerable to extreme temperatures. As temperatures rise due to climate change, these stark campuses pose increasing health risks when students are outdoors. The hot surfaces also radiate heat into adjacent classrooms, increasing cooling costs and making it more difficult for students to concentrate in class. Since tree canopy and green space are not equitably distributed in our communities, this situation is most dire in neighborhoods where incomes are lowest and in places where the majority of the population are BIPOC. Thus, children who are already vulnerable economically and face racial discrimination are also the most exposed to rising temperatures at school.

School grounds are an undervalued asset with enormous potential to help solve immediate and long-term problems. To do this, they need systematic investment in large-scale, coordinated tree planting efforts designed to cool the ambient temperature where children are present and address existing inequities. Adding forests to school grounds will also provide much needed mental and physical health benefits for students and adults and will create resources for hands-on learning, shaping the school experience and outlook of the current generation, and generations to come.

This proposal seeks funding to found The California Schoolyard Forest System in collaboration with our partners. The Schoolyard Forest System will seek to increase the "child-accessible tree canopy" on PK-12 public school grounds to directly shade and protect students from existing urban heat island effects and mitigate increasing temperatures due to climate change. Our proposed planning process will lay the groundwork for what will be an ambitious, decades-long initiative intended to bring schoolyard forests to scale and create shady, climate oases in the places California's children and youth spend time on a daily basis.

**6B. Project Objectives -** What are the objectives of the proposed project? How do they address the situations and problems identified in the background section?

We envision a future in which every PK-12 school in California has >30% of their property shaded by trees, planted in locations students can access during the school day. These schoolyard forests will act as green infrastructure to reduce urban heat islands while also creating outdoor spaces for hands-on learning and play, and fostering mental and physical health and happiness for children and youth of all ages. The trees planted in these forests will help to improve air quality, manage stormwater, and provide wildlife habitat. They will also create welcoming, nurturing environments for students of all ages.

**LONG-TERM OBJECTIVES**

The California Schoolyard Forest System will seek to:

1. Plant enough trees by 2030 to cover at least 30% of each school property with tree canopy in the areas used by children during the school day, to directly protect them from heat as temperatures rise
2. Center equity by prioritizing schools/districts in under-served communities with highest poverty levels, fewest trees, and hot climates
3. Integrate hands-on learning, citizen science, and environmental literacy into the schoolyard forest model. Encourage students to research, design, plant, and care for the resulting forests
4. Establish California as the first state in the (future!) National Schoolyard Forest System

**OBJECTIVES FOR THIS PROPOSAL**

To begin, we propose to partner with CAL FIRE, the California Department of Education (CDE), and others to work on more modest initial goals to adapt existing programs and create new resources for school districts that will begin to build a robust framework for the California Schoolyard Forest System. Our initial efforts with this proposal will:

1. **BUILD DEMAND:** Help CAL FIRE increase school districts' demand for schoolyard forests and existing grant programs
2. **ALIGN POLICY:** Highlight the opportunities and barriers created by existing state-level policies, processes, and programs across multiple agencies, and articulate recommendations to help facilitate and align future schoolyard forest-building efforts
3. **CLARIFY DATA:** Create a new GIS system with detailed data to help CAL FIRE and CDE identify, assess, and address overall tree canopy inequities statewide—and measure/evaluate change over time as forests are planted
4. **CREATE TOOLS:** Build school districts' confidence and expertise in creating schoolyard forests by providing user-friendly toolkits that bridge technical requirements with how-to guidance and advice designed for teachers, students, and district staff
5. **TEST MODELS:** Develop a schoolyard forest pilot program at 2-3 schools across the state; document them to share the idea
6. **STRENGTHEN RELATIONSHIPS:** Create a "Community of Practice" for school district staff statewide to build a system of mutual support
7. **HIGHLIGHT STUDENT CAPABILITY:** Center students as changemakers. Integrate field research, design, planting, and stewardship
8. **PROVIDE TECHNICAL ASSISTANCE:** Connect tree planting organizations and arborists with school districts
9. **INCREASE PUBLIC AWARENESS:** Create an advocacy campaign timed to increase demand for CAL FIRE's next grant cycle

**6C. Scope of Work** - Describe the approach to be used, the design (methods), and implementation of the project. Include who will be involved with specific tasks and justify why the approach, methods and implementation is the most effective way to accomplish the objectives. Include a description of project sign contents and their locations. *(continued on next page)*

## PROJECT PARTNERS AND TEAM

We would like to collaborate with CAL FIRE and our partners at the California Department of Education, Ten Strands, and the California Environmental Literacy Initiative to lay the groundwork for what will be an ambitious, decades-long initiative intended to bring schoolyard forests to scale across the state. At the local and county levels, our founding partners also include the Los Angeles Unified School District, San Francisco Unified School District, and San Mateo County Office of Education. We are honored to collaborate with all of these public agencies, educational institutions, and nonprofit partners that span three levels of scale (city, county, state) and bridge multiple fields that are centrally important to this work including curriculum and instruction, facilities planning, and forestry.

Green Schoolyards America, based in Berkeley, will support the vision for The California Schoolyard Forest System that we developed with a strong team of staff and consultants. Our women-led organization includes three directors who each have 15-30 years of experience in green schoolyards, and master's degrees in environmental city planning, landscape design, and conservation biology. Each has also shaped the field by authoring published books on ecological schoolyard design, school gardens, and children's nature play environments. Our staff works closely with school district colleagues across California and around the USA, and helped to establish city-scale green schoolyard programs in San Francisco, Oakland, and elsewhere. In May 2020, we co-founded and managed the award-winning National COVID-19 Outdoor Learning Initiative, which built an extensive, interdisciplinary online library to help schools and districts take their classes and programs outdoors in response to the pandemic. We also coordinate a related Community of Practice for schools/districts that has met 40+ times.

Our staff is joined by a strong group of consultant team members which includes three female professors based in the Los Angeles Area, with extensive experience greening school grounds. They bring expertise in environmental economics (PhD), program evaluation, landscape design for mental health (MLA), policy analysis, and kinesiology (PhD). Our team also includes a highly regarded, Berkeley-based landscape architecture firm that specializes in designing green schoolyards (MLA) with a deep understanding of child development, green infrastructure, and plants and trees native to California. We plan to add a certified arborist to our team of consultants after we have identified the locations of our pilot projects.

## APPROACH

Green Schoolyards America specializes in creating large-scale, interdisciplinary, collective-impact projects that bridge the usual "planning silos" to create outcomes that are larger or more complex than any single organization can produce alone. We believe this is the strongest way to create systems change that is thoughtful, robust, practical, and enduring, based on research, lived-experience, and common vision. There is great strength in dreaming of a future we want to go to and then bringing it to fruition together.

The project we are proposing with this application is designed to lay the groundwork for scaling schoolyard forests across California. It is structured to produce tangible tools and resources needed to understand the existing lack of tree canopy on school grounds and to support school districts and their partners in making changes to address the identified problems. The steps we plan to follow are designed to encourage collaboration between state agencies (and institutions at all levels of scale) to improve California's schoolyard tree canopy equity. They will include steps to research and clarify the ways in which existing policies and programs can be adjusted to make it easier for interested school districts to create schoolyard forests that will protect children from rising temperatures.

## PROJECT PHASES

We propose to create a project with multiple phases and interwoven deliverables that reinforce and build on one another. The phases below are the first steps in a longer process, and are intended to lay a solid foundation for The California Schoolyard Forest System.

### PHASE 1: RESEARCH, RECOMMENDATIONS, TOOLKITS, PLANNING, AND OUTREACH

The first phase of our project will begin in early March 2022 and will extend through the end of the year. We anticipate that most of the work for steps A and B below will be completed in the first 3-6 months, and that step C (Toolkits) will take longer to develop. Outreach and advocacy efforts will be ongoing and will highlight future grant opportunities and work products from this project.

#### A) RESEARCH EXISTING CONTEXT / STATE POLICY LANDSCAPE ANALYSIS

We will begin with research to help us better understand the interdisciplinary, multi-agency state policy landscape and the lived experience of key stakeholder groups at different levels of scale. We will gather information and then analyze it to see where the system as a whole creates opportunities and barriers for school districts and their partners. We will also try to identify potential new opportunities and synergies that could help to accelerate schoolyard forest planting. Steps include:

**6C. Scope of Work - Continued from previous page**

— **POLICY ANALYSIS:** Conduct a state policy landscape analysis and produce charts that summarize key policies and programs at CAL FIRE, CDE, and other agencies that shape school districts' abilities to plant trees

— **FOCUS GROUPS:** Convene focus groups with school district leaders, staff members from tree planting organizations that work with schools, and other state agencies to understand which aspects of existing policies and programs are working well for school districts and where the complicated policy landscape hinders school districts' planting efforts.

— **GIS MAP:** Create a detailed, dynamic GIS map of PK-12 public schools across California to use as a baseline to measure schoolyard tree canopy equity and as a potential tool to inform future policy priorities. The map will include sub-parcel level information capable of measuring "child-accessible tree canopy" (shade kids can access during the school day). It will also help us to measure change over time.

— **PILOT PROJECT PLANNING:** Gather agency partners and other team members to plan the schoolyard forest pilot program, to create 2-3 built projects at schools across California. Our planning process will identify the program's key goals and priorities, and will articulate what our agency partners would most like to learn from implementing the pilots. We will create school and district pilot selection guidelines and will research cost estimates to understand recent tree planting costs in varying conditions and locations across California.

**B) CONDUCT ANALYSIS AND MAKE RECOMMENDATIONS**

After we complete the above research we will review and analyze the findings and use that analysis to develop and articulate short- and long-term recommendations for increasing overall tree canopy on California's public school grounds and improving schoolyard tree canopy extent and equity statewide.

**C) DEVELOP RESOURCE TOOLKITS TO SUPPORT SCHOOLYARD FOREST IMPLEMENTATION**

We will develop three practical, user-friendly toolkits designed to support school districts as they plan, design, implement, use, and maintain schoolyard forests. The toolkits will include case-making resources for increasing demand for schoolyard forests and CAL FIRE's grant programs; a technical assistance resource library with site planning and environmental literacy resources, and materials that provide guidance for connecting schoolyard forests with environmental literacy and climate curricula to encourage hands-on learning, and center students as changemakers for their school campuses. We will publish these toolkits on Green Schoolyards America's website.

**D) OUTREACH AND ADVOCACY**

We will develop an outreach and advocacy campaign to publicize the need for and benefits of planting child-accessible forests on school grounds in California. Our goal will also be to increase the demand for existing CAL FIRE tree planting grants, and to announce and promote the work products from this initiative.

**PHASE 2: PILOT PROJECTS AND LONG-TERM PLANNING**

The second phase of the project will begin after Phase 1 A and B are complete. We anticipate that Step E, below, will begin in the first year, but pilot project construction and planting will likely begin in 2023. Step F will be the last project in the sequence, and is also likely to begin in the second year.

**E) IMPLEMENT PILOTS**

We will begin the pilot projects by identifying 2-3 school district partners in different locations across the state. (The Los Angeles Unified School District is already tentatively identified as one of these partners.) Next, we will work with our district partners to select a school in each location that meets the program's guidelines and is interested in creating a schoolyard forest with us. Tree canopy equity will be a central factor in school selection, and all schools we work with will be located in disadvantaged communities and have high percentages of students eligible to receive free/reduced price lunch.

We will include at least one school that would like to engage students as citizen scientists, designers, planters, and stewards of their schoolyard forest. (Ideally all of them will engage students in significant ways.) We will hire a landscape architect to oversee the technical aspects of asphalt removal and infrastructure design, and an arborist to advise our team about site-specific considerations for tree selection, planting, and care. The pilot schools will field test the new toolkit materials developed in Phase 1, and our team will provide technical assistance and professional development to their staff to help them make the most of their schoolyard forests.

**F) TAKE CHANGE TO SCALE**

With the work described in Phase 1 completed, or nearly so, we will meet with the whole team to strategize about our next steps to formally launch The California Schoolyard Forest System at a larger scale. We will include other state agency partners in the discussion, broaden the overall collaboration, and create a written plan for next steps. This will include identifying potential funding sources, outlining larger scale systems to expand the program, strategy for providing technical support, ideas for further integrating environmental literacy and climate curricula with schoolyard forests, and related considerations.

**6D. Project Time Line** - Provide a general project time line. Do not list specific dates or months due to uncertainty in when projects may begin. Plan on projects ending no later than March 30, 2025.

Phase 1 – 9-12 months of the project, starting around March 1, 2022

We anticipate that Phase 1 will extend through the end of 2022, and that most of the work for Phase 1 A and B will be completed in the first 3-6 months, and that step C (Toolkits) will take longer to develop. Outreach and advocacy efforts will be ongoing and will be timed to highlight schoolyard forest/tree planting grant opportunities from CAL FIRE (and others) and the work products from this project, as they are completed.

Phase 2 – Begins after Phase 1 A and B are complete.

We anticipate that Step E (planning the pilot projects) will begin in the first year, but the construction and planting portions of the projects will likely begin in 2023. Pilot evaluation processes will follow construction. Step F will be the last project in the sequence, and is also likely to begin in the second year. We will complete all work no later than March 30, 2025.

**6E. Tree Information (if applicable)** - Provide the following information about any trees or plants to be planted as part of the grant project. Include information even if the trees or plants are not to be funded by CAL FIRE.

**Species List** - Provide a list of the tree and plant species for this grant project. Include common name, Genus, and species. Include the approximate number of each species to be used. List minimum planting stock size for each species.

For our example scenario there would be two sites in Los Angeles and one in San Mateo County and a total of 90 trees planted.

At Los Angeles site #1, there would be:

15 Quercus agrifolia, Coast Live Oak at 1"DBH

15 Geijera parviflora, Australian Willow at 1" DBH

At Los Angeles site #2, there would be:

15 Quercus agrifolia, Coast Live Oak at 1"DBH

15 Geijera parviflora, Australian Willow at 1" DBH

At San Mateo County site, there would be:

15 Quercus suber, Cork Oak at 1"DBH

15 Laurus nobilis, Sweet Bay at 1" DBH

**Total Project Trees:**

**Total CAL FIRE Funded:**

**6F. Long Term Tree Care/Maintenance.** Describe below what entity will be responsible for long term tree care. A letter of participation should be submitted by this entity if it is different from the applying entity. If it is individuals, detail the commitment process to be used.

The pilot project schools have not yet been identified, and the tree selections mentioned in the above question are example scenarios. Thus, we have not yet created plans for long term tree care. We will work with the arborist and landscape architect we hire to develop appropriate plans. Our budget includes basic tree care and maintenance during the grant period (post installation) and for three years following the grant.

**6G. Other deliverables.** List all other project deliverables and quantities to be funded by CAL FIRE, as well as overall project totals.

**PHASE 1 — POLICY ANALYSIS AND FOCUS GROUPS:** Policy summary charts; School district focus group research results; School district case studies; Tree planting organization focus group results; Inter-agency state policy focus group research results; GIS MAP: Map data and images; Internal policy brief about tree canopy equity findings from the map analysis; Article for publication; Data update plan; **PILOT PROJECT PLANNING:** Program description, selection criteria, goals, guidelines, implementation overview, school/district agreements; Cost estimates; Plans for evaluation and documentation; **RECOMMENDATIONS:** Summarize equity-related findings and articulate policy recommendations including short-term and long-term recommendations; **TOOLKITS #1** - Set of Materials for Increasing Demand for Schoolyard Forests; **Toolkit #2** - Technical Assistance Resource Library for Schools and Districts; **OUTREACH AND ADVOCACY:** Initial public outreach campaign to promote schoolyard forests, launch our map and toolkits, and increase the demand for the next round of CAL FIRE grants; Ongoing public outreach and advocacy campaign

**PHASE 2 — IMPLEMENT PILOTS:** Complete pilot projects; document case studies; evaluate projects; develop and implement online professional development workshops for teachers and for groundskeepers; **TAKE CHANGE TO SCALE:** Written plan outlining next steps to go to scale

## 7. Budget Information

**7A. Budget Detail** - Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred. The line items listed should be specific enough to adequately describe project expenses. Use the Excel format CAL FIRE has provided for your budget, and follow the guidance in the *Grant Guidelines*. You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments. The total grant award amount for the project can not be increased later.

**7B. Explanation of Budget and Costs** - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget.

This is the very first funding proposal we have created to launch The California Schoolyard Forest System with our partners, and it is centrally important to beginning our work together. Once we begin, Green Schoolyards America is fully committed to continuing this work for the long-term, well beyond the period of this grant proposal. We would like to work on this idea over the next decade, to see it fully realized at scale. To that end, we hope to be able to raise substantial additional funding, to make the initial investment from this grant go even farther and further ensure the growth and overall success of The California Schoolyard Forest System over time.

The attached project budget includes the costs we anticipate are necessary to implement this project. These figures are our best estimates based on the scope described in this proposal, and the need to work with highly experienced staff and consultants for this ambitious project. There are many expenses associated with our pilot program that we could not yet calculate specifically since the school locations have not yet been selected. (They will be selected in Phase 1.)

Additional notes about the budget are as follows: (The numbers correspond to items in the attached budget.)

- (1) The cost of benefits listed for Green Schoolyards America's staff members is an aggregated estimate based on our organization's average benefits cost, which is approximately 30%. Exact costs vary with employees' ages, percent time worked, and other factors which will not be fully determined until we begin Phase 1 of this project.
- (2) The Schoolyard Forest Pilot Program will be developed in Phase 1 of our project and implemented in Phase 2, so the exact costs of each pilot project is still TBD and will vary with the locations that are selected. The total budget for Design + Construction = \$600,000 for 2-3 pilot project schools. This includes both labor costs (design and construction) and supplies. Each pilot project will include at least 30 trees. Specific supply lists for each of the pilot projects will be developed in Phases 1 and 2, and will include: trees, replacement trees, tree stakes, tree ties, mulch, soil amendment, irrigation (for use until tree establishment), and related supplies. Costs will also include soil testing, soil preparation, and may include costs related to removing and disposing of asphalt/pavement on the selected school grounds, as needed.
- (3) All schools selected to participate in our pilot program will be located in "disadvantaged communities" as defined by CalEnviroScreen 3.0, at the 76% level or higher. We will particularly seek to include schools that are in the highest category, above 91%. This is consistent with the equity-focused aspects of our project, overall, and we also understand that this eliminates the requirement to provide matching funds. (We have chosen to contribute matching funds, anyway, as noted below.)
- (4) Green Schoolyards America will provide an additional \$75,000 in matching funds for the pilot program, intended to add outdoor classroom and/or nature play infrastructure to the planned schoolyard forest plantings. (e.g. seating, tables, boulders) The specific schoolyard infrastructure supply list will be developed in collaboration with each school/district and will be intended to enhance their use of their new schoolyard forest or forest-adjacent spaces.
- (5) The Schoolyard Tree Canopy Equity Map (GIS system) is not detailed on the budget since we plan to raise funds for this ourselves from private sources. Green Schoolyards America plans to hire GreenInfo Network (a nonprofit GIS specialist) to create the Schoolyard Tree Canopy Equity Map. We will also hire and supervise a team of interns to input map data for all K-12 public schools in California. CDE will contribute their school-level data to help provide information needed for the equity analysis.

Overall, this GIS project is more expensive than we could fit into the overall budget for the grant, so we will raise the funds from philanthropic sources to create it. To date, we have raised \$25,000 of the \$250,000 needed to fund this map system, and we are currently engaged in seeking additional funds needed for the project. Please note that our in-kind contribution on the budget chart only lists the funds that we currently have in hand as our "grantee match." The total we are aiming to raise will be much more than this.

**7C. Matching Funds - List other non-GGRF funding sources, that will meet grant matching requirements.**

Source 1	Green Schoolyards America - Anonymous donor (2020)	Amount	\$75,000.00
Description	In 2020, Green Schoolyards America received a large gift from an anonymous donor, intended to be re-granted to schools to improve their grounds. We are allocating a portion of it to this use.		
Source 2	Green Schoolyards America - Individual donors (2021)	Amount	\$25,000.00
Description	We are allocating \$25,000 in unrestricted donations we received from our supporters this year to the effort to launch the Schoolyard Tree Canopy Equity Map.		
Source 3		Amount	
Description			
Source 4		Amount	
Description			
Matching funds comments	Please see above.		

**8. Project Co-Benefits - What co-benefits will the project have? Check the boxes below for the applicable co-benefits, then describe and/or quantify them. Describe how the project will achieve the co-benefits.**

- Stormwater reduction
- Improved public health
- Jobs created (use ARB tool)
- Improved water quality
- Enhanced active transportation
- Job training conducted
- Improved air quality
- Reduced vehicle miles travelled
- Community outreach conducted
- Energy savings
- Vacant lot(s) acquired
- Education tools/media produced
- Biomass diverted from landfill
- Improved urban forest management
- Other co-benefits

Improved air quality - Although our initial pilot projects will plant a relatively small number of trees, over the long-term The California Schoolyard Forest System will ultimately add thousands of trees in primarily urban areas where air quality issues are most prevalent. Our initial work will begin at pilot schools in Los Angeles Unified School District and in the San Francisco Bay Area.

Improved public health - Unshaded pavement creates substantial heat island problems for children, who are particularly vulnerable to extreme temperatures. As temperatures rise due to climate change, these stark campuses pose increasing health risks when students are outdoors. The hot surfaces also radiate heat into adjacent classrooms, increasing cooling costs and making it more difficult for students to concentrate in class. Since tree canopy and green space are not equitably distributed in our communities, this situation is most dire in neighborhoods where incomes are lowest and in places where the majority of the population are BIPOC.

The California Schoolyard Forest System will utilize school grounds to help solve immediate and long-term heat island problems. Our plan is to create systematic investment in large-scale, coordinated tree planting efforts designed to cool the ambient temperature where children are present and address existing inequities. Adding forests to school grounds will also provide much needed mental and physical health benefits for students and adults and will create resources for hands-on learning, shaping the school experience and outlook of the current generation, and generations to come.

Education tools/media produced - We will develop 3 interrelated online toolkits intended to support school districts and their partners in their efforts to plan, design, use, and maintain substantial new schoolyard forests in California. The new toolkits will include: 1) case-

**8. Project Co-Benefits** - continued from previous page.

making materials designed to increase demand for schoolyard forests; 2) technical assistance resources designed to support "how to" questions that have surfaced from school districts and their partners; 3) and materials that provide guidance for connecting schoolyard forests with environmental literacy and climate curricula to encourage hands-on learning, and center students as changemakers for their school campuses. We will publish these toolkits on Green Schoolyards America's website as a new section of the free, online National Outdoor Learning Library. This will make the information available to the public on an existing, well-established platform. In addition, as part of our pilot projects, we will develop a professional development program for the pilot schools' teachers, groundskeepers, and district staff (in education, health, and/or facilities) to help familiarize them with background information and key concepts for schoolyard forests, urban heat islands, green schoolyard best practices, forest maintenance needs, and other topics that school leaders would like to learn more about before embarking on this project.

Community outreach conducted - Green Schoolyards America will develop an outreach and advocacy campaign to publicize the need for and benefits of planting child-accessible forests on school grounds in California, and to increase the demand for existing CAL FIRE tree planting grants, and to announce and promote the work products from this initiative. The initial phase of the campaign will be timed to promote the public release of key elements from this project including the public version of the Schoolyard Tree Canopy Equity Map, a published article reporting on the finding in map (released around the same time), and resources published in the Toolkits that support forest development on school grounds. If possible, this initial campaign could also be timed to coincide with the next round of CAL FIRE's grants that provide funding for tree planting.

We will also create an ongoing outreach and advocacy presence that continues to promote the grants, the map, the article, the toolkits, and other related resources and opportunities using social media and newsletter, and by giving presentations to school leadership organizations (e.g. statewide facilities directors, statewide principals networks, etc.) in collaboration with partners. We will also use this ongoing outreach campaign to announce opportunities for technical assistance programs and professional development.

Interdisciplinary planning/partnership creation - The California Schoolyard Forest System project will bring partners from across the state together to address climate change. State agencies, public school districts, tree planting nonprofits, and research institutions will all be involved in supporting this state-wide project. We will reach out to state agencies including the Division of the State Architect, California Environmental Protection Agency, Strategic Growth Council, California Department of Public Health, California Natural Resources Agency, and others to tell them about this project and ask their advice about which policies to review from their departments. And we will hold a series of individual interviews to begin the conversations about this topic with agency representatives. We will then convene an Inter-agency Focus Group to discuss the barriers and opportunities for tree planting on school grounds—from their perspectives—and consider how to create a much more extensive schoolyard forest system in the future, harnessing inter-agency collaboration.

**9. Certifications & Forms-** The following certifications must be filled out and signed by the appropriate person.

**9A. Certification of Party Responsible For Establishment Care**

I, David Phillips  
Appropriate representative

certify that the Earth Island Institute  
Appropriate agency

will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlined in the grant agreement and/or grant attachments with the California Department of Forestry and Fire Protection.

Signature David Phillips Date 12/10/21

Title Executive Director, Earth Island Institute Phone Number 510-859-9100

**9B. Statement of Compliance With All Applicable Laws (all projects must fill out and sign)**

I, David Phillips  
Appropriate representative

certify that the Earth Island Institute  
Appropriate agency

will abide by all applicable federal, state, and local laws, ordinances, regulations and policies in carrying out this State bond-funded project. Failure to do so will lead to cancellation of the grant award.

Signature David Phillips Date 12/10/21

Title Executive Director, Earth Island Institute Phone Number 510-859-9100

**9C. Checklist of Necessary Forms To Be Completed.** Some may not be applicable to your project.

- CAL FIRE Urban Forestry Program Environmental Checklist
- ~~Proof of AB-1550 community designation documentation.~~
- Representative project area maps with AB 1550 information
- Governing Body Resolution (must follow sample format)
- Documentation of support (AB 1550 Step 2C)
- 5-10 representative site photos
- Urban and Community Forestry Project Budget
- Other:
- State of California Non-Discrimination Compliance (Std. 19)
- State of California Drug-Free Workplace Certification (Std. 21)
- State of California Payee Data Record (Std. 204)
- ~~Signed letters of participation from listed partners~~
- Project sign schematic
- Proof that ARB quantification methodology was followed
- Jobs information using ARB methodology (if applicable)

List other attachments: Please note: Earth Island Institute's Board of Directors will not meet until January 2022. They intend to sign the Governing Body Resolution at that time.

**SIGNATURE: The authorized primary project contact for the applying organization must sign below. This must be the person, or person holding the position, that is mentioned in the required governing body resolution, and the same person or position signing all of the other required forms. The signature indicates that, to the best of the signer's knowledge, all of the information provided in this application and all attached required forms and documents are true, accurate, and correct. The signer also acknowledges reading and understanding the CAL FIRE Urban and Community Forestry Grant Guidelines for 2021/2022.**

Signature



Printed Name David Phillips

Title Executive Director, Earth Island Institute

Date 12/10/21

Thank you for submitting your application as directed in the invitation letter.  
**CAL FIRE Urban & Community Forestry Program**



## **Exhibit C**

### **Draft Community Engagement Outline**

Draft date: 02.06.2024

The community engagement plan was developed by Green Schoolyards America (GSA) in coordination with Sacramento City Unified School District (SCUSD), and Bay Tree Design (BTD). The plan aims at meaningfully engaging teachers, students, families, staff, and community members through in person meetings, design workshops, in-class and after school activities with students, and online surveys.

#### **Community Engagement Events**

##### **Feb 15th, 2024 - Introductory Meetings**

Goals: Tell teachers, families, and other stakeholders about the project and start listening to big picture ideas, aspirations, hopes, and dreams.

Stakeholder engagement:

- Teachers and families - 2:30 - 3:30pm. GSA and BTD will give a 15-20 min presentation and then open for discussion with questions. SCUSD attending.
- Students - 4:00 - 5:30 pm (with the after-school teaching team), introduce the project and activity of hopes and dreams drawings.
- Custodian and Plant Manager - 2pm. BTD will meet to discuss the project with these stakeholders.
- District tree maintenance – BTD will meet with them to understand how do they maintain trees and listen to their requirements, ideas and concerns.

##### **Feb 16th to Feb 23rd, 2024 - Online Surveys**

Goals: Reach a higher number of teachers and families than can attend in-person workshops; ask about aspirations, hopes and dreams, obtain other data to inform design.

Stakeholder engagement:

- Teachers - survey for teachers
- Families - survey for families

##### **Feb 20th, 2024 - Teacher Professional Development**

Goal: This PD will walk teachers through some lessons and activities to engage students in planning the schoolyard forest and understanding elements of the design process. These lessons support science, math, and social studies curricula. Goal is also to deepen teacher engagement, enthusiasm, and investment in the project so as to ultimately further engage students.

Stakeholder engagement:

- Teachers 3:30-4:30 pm. Topic: Engaging students in design.

### **March 2024 - In-class Student Activities**

Goal: GSA will work with interested teachers to include and highlight student voices in the design. This is meant to build enthusiasm and investment in the project by classroom teachers and students. GSA will visit classrooms and work with teachers and students through dot-voting and other activities.

### **March 14th, 2024 - Design Workshop**

Goal: Present design concept options and get stakeholders' feedback through dot-voting, conversations, and other activities.

Open House - 2:30-5:30 afterschool

Stakeholder engagement:

- Teachers, staff, families, students, and community members- dot-voting and other activities.
- If not enough student input through this design workshop and in-class activities, GSA may consider after-school program activities with students.

### **April TBD - Final Design Open House**

Goals: Present final design that reflects the stakeholder input received throughout the process, and discuss next steps.

Open House - 2:30-5:30 drop in event.

Stakeholder engagement:

- Teachers, staff, families, and students attend.
- Students: in addition to attending this event with their families, GSA may include after-school or recess activity solely focused on students.

### **Community Engagement Roles**

GSA: Primary Facilitator

- Organizes regular check-in meetings with SCUSD and BTM, and with Principal
- Prepares and leads community engagement meetings, workshops, open house, and student engagement activities.
- Creates surveys and analyzes survey results.
- Leads teacher professional development trainings and works with teachers and after school on students' activities.
- Responsible for coordinating, set-up, printing of any materials, and purchasing supplies, and food.

BTM: Supporting and Design

- Attends and helps plan events during regular check-in meetings.
- Meets with school custodian, plant manager and district tree maintenance leads.
- Co-leads key community engagement meetings, provides images for dot voting, produces 2-3 design options, and incorporates the feedback into the final design.
- Responsible for taking the design through construction documents and construction administration.

#### SCUSD: Reviewer and Approver

- Reviews presentation materials and surveys in advance and provides timely feedback on all deliverables.
- Attends the day of community engagement events.
- Participates in all planning team meetings and meetings with the Principal.
- Participates in all meeting with plant manager and custodians.
- Organizes meetings with district tree/maintenance leads.
- Invites/includes other SCUSD stakeholders to meetings as they deem appropriate.
- Create a civic permit to ensure HVAC, etc. is scheduled.

#### Principal: School Community Liaison

- Meets regularly with GSA and SCUSD.
- Helps plan date and location for community engagement events.
- Ensures meetings and events are advertised to the school community, flyers are backpacked home, and social media posts.
- Emails survey links to teachers and families, ensures flyers are backpacked home, and creates social media posts and robocalls.

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				2023	23181	67439	S6
<b>Attention</b> Lisa Allen, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Accounting Office, Categorical Programs				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000				7220	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> California Partnership Academies (CPA) Program— <b>SUPPLEMENTAL</b>						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$ 3,326		\$ 3,326		11/01/2023	08/31/2024	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
I am pleased to inform you that you have been funded for the Building Trades Academy (0585) at Sacramento City Unified School District.  This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.  Please return the original, signed Grant Award Notification (AO-400) to:  <div style="text-align: center;">                     Michelle Upton, Associate Governmental Program Analyst                      Career and College Transition Division                      California Department of Education                      1430 N Street, Suite 4202                      Sacramento, CA 95814-5901                 </div>							
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> <a href="mailto:CPAcademies@cde.ca.gov">CPAcademies@cde.ca.gov</a>					<b>Telephone</b> 916-319-0457		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 5, 2024		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<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>							
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer			
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>					<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 					<b>Date</b> FEB 20 2024		

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				2023	23181	67439	S3
<b>Attention</b> Lisa Allen, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Accounting Office, Categorical Programs				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000				7220	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> California Partnership Academies (CPA) Program— <b>SUPPLEMENTAL</b>						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$ 3,326		\$ 3,326		11/01/2023	08/31/2024	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
I am pleased to inform you that you have been funded for the Health and Medical Sciences Academy (0168) at Sacramento City Unified School District.  This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.  Please return the original, signed Grant Award Notification (AO-400) to:  <div style="text-align: center;">                     Michelle Upton, Associate Governmental Program Analyst                      Career and College Transition Division                      California Department of Education                      1430 N Street, Suite 4202                      Sacramento, CA 95814-5901                 </div>							
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> <a href="mailto:CPAcademies@cde.ca.gov">CPAcademies@cde.ca.gov</a>					<b>Telephone</b> 916-319-0457		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 5, 2024		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<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>							
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer			
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>					<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 					<b>Date</b> FEB 20 2024		

Received  
FEB 20 2024

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				2023	23181	67439	S4
<b>Attention</b> Lisa Allen, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Accounting Office, Categorical Programs				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000				7220	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> California Partnership Academies (CPA) Program— <b>SUPPLEMENTAL</b>						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$ 3,326		\$ 3,326		11/01/2023	08/31/2024	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
I am pleased to inform you that you have been funded for the Law/Criminal Justice Academy (0084) at Sacramento City Unified School District.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
Michelle Upton, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901							
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> <a href="mailto:CPAcademies@cde.ca.gov">CPAcademies@cde.ca.gov</a>					<b>Telephone</b> 916-319-0457		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 5, 2024		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<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>							
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer			
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>					<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 					<b>Date</b> FEB 20 2024		

Received

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				2023	23181	67439	S2
<b>Attention</b> Lisa Allen, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Accounting Office, Categorical Programs				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000				7220	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> California Partnership Academies (CPA) Program— <b>SUPPLEMENTAL</b>						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$ 3,326		\$ 3,326		11/01/2023	08/31/2024	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
I am pleased to inform you that you have been funded for the Corporate Business Academy (0086) at Sacramento City Unified School District.  This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.  Please return the original, signed Grant Award Notification (AO-400) to:  <div style="text-align: center;">                     Michelle Upton, Associate Governmental Program Analyst                      Career and College Transition Division                      California Department of Education                      1430 N Street, Suite 4202                      Sacramento, CA 95814-5901                 </div>							
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> <a href="mailto:CPAcademies@cde.ca.gov">CPAcademies@cde.ca.gov</a>					<b>Telephone</b> 916-319-0457		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 5, 2024		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<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>							
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer			
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>					<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 					<b>Date</b> FEB 20 2024		

**Received**  
 FEB 20 2024

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>				
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
				2023	23181	67439	S7	
<b>Attention</b> Lisa Allen, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>		
<b>Program Office</b> Accounting Office, Categorical Programs				<b>Resource Code</b>	<b>Revenue Object Code</b>	34		
<b>Telephone</b> 916-643-9000				7220	8590	<b>INDEX</b>		
<b>Name of Grant Program</b> California Partnership Academies (CPA) Program— <b>SUPPLEMENTAL</b>						0615		
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$ 3,326		\$ 3,326		11/01/2023	08/31/2024		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>			
I am pleased to inform you that you have been funded for the Law and Social Justice Academy (0022) at Sacramento City Unified School District.								
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.								
Please return the original, signed Grant Award Notification (AO-400) to:								
Michelle Upton, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901								
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant				
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<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 5, 2024			
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>								
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<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer				
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>					<b>Telephone</b> (916) 643-9055			
<b>Signature</b> 					<b>Date</b> FEB 20 2024			

**Received**



### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				2023	23181	67439	S1
<b>Attention</b> Lisa Allen, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Accounting Office, Categorical Programs				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000				7220	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> California Partnership Academies (CPA) Program— <b>SUPPLEMENTAL</b>						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$ 3,326		\$ 3,326		11/01/2023	08/31/2024	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
<p>I am pleased to inform you that you have been funded for the Law and Public Services Academy (0571) at Sacramento City Unified School District.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Michelle Upton, Associate Governmental Program Analyst          Career and College Transition Division          California Department of Education          1430 N Street, Suite 4202          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> <a href="mailto:CPAcademies@cde.ca.gov">CPAcademies@cde.ca.gov</a>					<b>Telephone</b> 916-319-0457		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 5, 2024		
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<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer			
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>					<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 					<b>Date</b>		

**Received**  
 FEB 20 2024



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**Nacht & Lewis Architects, Inc.**

**for**

**Architectural Services**

**Facilities Maintenance and Operations Office Building**

**Dated: March 7, 2024**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of March 7, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Nacht & Lewis ("Architect") (collectively "Parties"), for the following project ("Project"):

Facilities Maintenance and Operations Office Building

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 reimbursable 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**: Facilities Maintenance and Operations Office Building located at 425 1<sup>st</sup> Avenue, 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. This includes a “1A” sheet.

- 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 Sub consultants, 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: Brian Maytum

Project Architect(s): Chris Flatt

Major Consultants:

Electrical: Capital Engineering Consultants

Low Voltage/Fire Alarm: KMM Services

Mechanical/Plumbing: Capital Engineering Consultants

Structural: RW Consulting Engineers

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in

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

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

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

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

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

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
- A fixed fee amount of **One Hundred Thirteen Thousand Eight Hundred Seventy-Five Dollars (\$113,875)**. 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 **\$5,693.75**. 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 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Chris Ralston, Director III, Facilities  
EMAIL: chris-ralston@scusd.edu

**Architect:**

Nacht & Lewis  
600 Q Street, Suite 100  
Sacramento, CA 95811  
ATTN: Brian Maytum

*With a Copy to:*

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

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

**Article 28. Disabled Veteran Business Enterprise Participation**

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

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

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

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

**Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

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

**Article 31.** Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**NACHT & LEWIS ARCHITECTS, INC.**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Janea Marking, Chief Business and Operations Officer

Title: Brian Maytum, Vice President and 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: Facilities Maintenance and Operations Office Building

Cost Budget: \$500,000 (Construction budget)

#### BASIC SERVICES

Architect agrees to provide the Services described below:

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

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

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

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

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



**High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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

### **1. Project Initiation**

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

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

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

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

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

- f. Review District-provided 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 estimated space use square foot costs (classroom sq. ft. costs, office space, etc.
  - (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 will inform 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 – 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.

**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; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

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

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

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

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

### **3. Change Orders**

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

### **4. Submittals**

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

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

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

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

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

12. **Deliverables and Number of Copies**

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

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

13. **Meetings**

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

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## **I. CLOSE OUT PHASE**

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

### **4. Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops 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.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	\$345.00
Senior Project Manager:	\$255.00
Project Manager:	\$225.00
Senior Project Architect:	\$240.00
Project Architect:	\$210.00
Designer:	\$175.00
Intern Designer::	\$175.00
Project Administrator:	\$120.00



- 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 Schematic Design Phase within **One (1) month** after written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **Five (5) 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. Construction Documents **2 months**
  - 2. Bidding/Procurement/Award **1 month**
  - 3. Construction Administration **1 month**
  - 4. Project Closeout **1 month**
- D. The durations stated above include the review periods of **5 months** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>27.5%</u>
Approval by DSA	0%
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>33%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
<b>TOTAL BASE COMPENSATION</b>	<b><u>100%</u></b>

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 **\$5,693.75**.

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

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

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

**b. For Schematic Design Phase:**

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

**c. For Design Development Phase:**

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

**d. For Construction Documents Phase:**

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

**e. For Bidding Phase:**

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

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

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

**g. For Close Out:**

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

END OF EXHIBIT

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an 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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SACRAMENTO COUNTY OFFICE OF EDUCATION  
AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**SPECIAL EDUCATION SERVICES**

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and Sacramento City Unified School District (District) dated July 1, 2023 for reference purposes only. It sets forth the agreement between the Parties regarding the provision of services to students with extensive support or emotional and behavioral support needs.

**TERMS**

A. SCOE shall:

1. Operate special day classes for District's students with extensive support or emotional and behavioral support needs (Program). Program may be offered on a District site or at another district's site (School Site).
2. Accept District students referred to the Program by District upon receipt of a completed SCOE referral form and all information and documentation referenced in B.2. Notwithstanding the foregoing, at any time after SCOE's acceptance of a District student, SCOE may provide District with a 20-day calendar day written notice of its intention to decline continued services to any District student where SCOE reasonably determines it can no longer meet the needs of the student.
3. Allow District site staff access to SCOE occupied classrooms without prior notice to the extent that the visits are not unduly disruptive of the then occurring activity. When the Program is located at a School Site, District staff will follow School Site office check-in procedures.
4. Be responsible for implementing Individual Education Programs (IEPs) under the Individuals with Disability in Education Act (IDEA). SCOE shall be responsible for conducting IEPs and assessments of students while they are enrolled in the Program, except as set forth in paragraph B.3, and shall provide copies of the same to District. The District shall be invited to send representation to all IEPs for District students.
5. Develop SCOE's Program calendar to coordinate with the annual school calendar to the extent possible.
6. Employ and supervise all SCOE staff, including certificated and classified employees, interpreters and substitutes required for the operation of the classes. SCOE shall consult with District on site-specific issues as appropriate. District may bring any staff-related concerns to the attention of the person identified in Section L (Notice) below.

7. Provide the following staff/support for classrooms serving students with moderate to severe disabilities or emotional disturbances:
  - a. A credentialed teacher for each class.
  - b. An appropriate number of para-educators in each class based upon the needs of the class, excluding staff referenced in section F.2.a below.
  - c. Administrative support to each classroom.
  - d. Additional designated staff support, as needed, to each classroom that includes: Program Specialist; Language, Speech and Hearing Specialist; Vision Specialist; School Nurse; Behavior Modification Technician, and Orientation and Mobility Specialist.
  - e. Mobility Opportunities Via Education (MOVE) program and WorkAbility program, as appropriate.
  - f. School psychologist services for the District students within the Program.
8. Provide Related Services to District students not participating in a SCOE Program as needed and as set forth in the Fiscal section below (F.2.d).

B. District shall:

1. Assist with onsite supervision at School Sites, to the extent possible in the event of an emergency, when a SCOE school administrator and/or when a regular SCOE certificated employee is unavailable.
2. Refer students to the Program by completing SCOE's referral form and providing all requested information. District will provide SCOE with relevant documents including academic transcripts, behavior and discipline records, IEPs, and other related documents requested by SCOE.
3. Ensure that students referred to the Program have current IEPs and assessments at the time of enrollment. If a student's annual/triennial IEP or assessment is due or will become due within three months of enrollment in the Program, then the District shall hold the IEP before enrolling the student and/or conduct the assessments before enrolling the student in the Program. SCOE may agree, on a case by case basis, to allow students to enroll in the Program while assessments are pending. In this instance, the District shall be responsible for conducting the assessments.
4. Continue to be the district of residence/accountability for District students attending the Program.
5. District will maintain the mandatory permanent pupil record file for District students referred to the Program. SCOE will maintain folders and files for all District students enrolled in the Program, grant the District access, and provide copies of the student

records at District's request. When a District student completes the Program or returns to the District, SCOE will forward all student folders, files, and enrollment information to the District.

6. Provide transportation services for District students from Home to School to Home; District will bear the cost of such services.
7. Provide transportation for District's students involved in Community Based Instruction as needed. Cost of such services will be reimbursed by SCOE.
8. Refer adequate number of students to the program to maintain a viable program. By February 1, identify monthly program enrollment for the subsequent school year (2024-2025). District will be responsible for meeting this minimum enrollment number for December 1 of the subsequent school year. To the extent referrals exceed the minimum enrollment number, students will be accepted into the program to the extent there are appropriate spots available. A large reduction in student referrals in a single school year may constitute a program transfer pursuant to Section I.
9. Provide Physical Therapy, Occupational Therapy, Adaptive Physical Education, and all other related services in accordance with any pupil's IEP except for services performed by the providers referenced in section A.6.d.
10. Arrange and pay for Independent Educational Evaluations if requested by a parent/guardian.

#### C. Emergency Services

1. The parties will communicate regularly about emergency preparedness and services (e.g., school site safety plans and drills, emergency service calls).
2. SCOE will provide each School Site administrator/office with staff emergency information, student emergency information and care plans, and relevant court orders (such as custody orders).
3. District will provide assistance to SCOE administrators and Program students during onsite emergencies to the extent District personnel are on the site and available.

#### D. Site-level Roles and Responsibilities.

It is expected that SCOE and District Site administrators will meet annually to collaboratively clarify the site-specific roles and responsibilities.

#### E. Facilities:

1. District will be responsible for providing facilities (Facilities) on the School Sites as specified below. If District is not providing Facilities, the remainder of the section E will not apply.

*George Washington Carver School of Arts and Science  
10101 Systems Parkway, Sacramento, CA 95827  
Room #: 503  
Auxiliary Student Space, such as, but not limited to:  
Outdoor common areas, restrooms, cafeteria, library, offices.  
Annual Fee: \$ 18,000*

2. District will be responsible for providing all utilities, custodial, and maintenance services to the Facilities. Custodial services (including supplies) will be provided at the frequency required to keep the facilities clean and sanitary consistent with the Program needs and uses.
3. District will provide all furniture and equipment that it would provide to other classrooms on the School Site unless otherwise agreed to with SCOE. SCOE will provide specialized and IEP related equipment and furniture.
4. District will provide the same internet connectivity, wireless access, and classroom telephones for the Program as it is provided to other classrooms on the School Site.
5. SCOE shall be responsible for damage to the Facilities beyond normal wear and tear caused by SCOE's use thereof. Otherwise, the school site district shall be responsible for repairs or maintenance necessary to maintain the Facilities, including any repairs to the Facilities and any utilities and HVAC units serving the Facilities.
6. The following documents are attached hereto and incorporated by reference:

NONE

To the extent there is a conflict with the terms herein and the terms of the attached documents, the terms of the attachments will govern only with regard to Facilities. Except for the attached documents incorporated herein, this agreement supersedes any and all other facility agreements.

F. Fiscal.

1. SCOE Costs:
  - a. Pay District for Facilities as indicated in section E, which will offset District's total costs.
  - b. Pay District for providing transportation for Community Based Instruction.
2. District Costs:
  - a. If, after a review by the parties, it is determined that additional instructional aide time or additional nursing support is required to be provided in accordance with any

pupil's IEP, District shall be responsible for paying for the cost of the additional aide or nursing time. This aide or nursing time will be in addition to that provided pursuant to A.6.b and A.6.d.

- b. District agrees to pay SCOE the amount of Thirty-Six Thousand Nine Hundred and Ninety-Six Dollars (\$36,996) per student served for the 2023-2024 school year. For purposes of determining the amount to be billed, District will be billed per student based on its December 1 student count (of the current school year) or the projected enrollment number it identified by February 1 of the prior year (pursuant to paragraph B.8), whichever is greater.
- c. The State Superintendent of Public Instruction (SPI) will transfer to SCOE the amount of ADA generated per student for the District, at the District's ADA rate calculated by the SPI pursuant to Education Code section 42238.02(d)-(f).
- d. District agrees to pay a total amount of \$0 for the following Related Services provided by SCOE to District students not participating in a SCOE Program (check and complete all that apply):

None

SCOE will provide the Related Services to the extent qualified staff is available. SCOE may provide additional days of Related Services at the daily rate upon mutual agreement of the parties.

- 3. Fiscal Revision: The terms and conditions of the agreement will be renegotiated if either of the following two events occur:
  - a. Either party suffers a significant fiscal shortfall as a result of extraordinary and/or unanticipated cost increases or funding reductions.
  - b. The basic funding model for Special Education changes during the term of this Agreement.

It is the intent of the parties to negotiate any amendments to this agreement to protect both SCOE and the District from significant funding and/or expenditure changes caused by circumstances not under their respective controls.

- G. Term. This MOU is entered into and effective from July 1, 2023 through June 30, 2024.
- H. Nonrenewal of the Agreement. If either party elects not to renew this MOU, it will give prior written notice to the other party by February 1 of its intent to not to renew the agreement. Nonrenewal may constitute a program transfer pursuant to Section I.
- I. Program Transfer. If a program or services already in operation are transferred to another school district or county office of education, pursuant to Education Code section 56207, the parties will comply with applicable Education Code provisions, including sections 44903.7 and 45120.2. A program transfer will be presumed when all of the following are met:

1. The proposed change involves a change in the LEA of service (i.e., the movement of students from SCOE to District).
2. The change involves the movement of funding from one service provider (SCOE) to another (District).
3. The change involves one or more employees who would be affected by the provisions of Education Code sections 44903.7 and 45120.2, which establish the right of certificated and classified employees to retain employment if their assignment moves to another LEA.

In addition, the program transfer process applies only in the following situations:

1. The transfer of an intact, identifiable class which results in the creation of a teaching position by the District and a reduction of a teaching position by SCOE. The transferred students must be residents of the District.
  2. The transfer of District students from several classes combine to form an intact, identifiable class or a full inclusion caseload which results in the creation of a teaching position by District and a reduction of a teaching position by SCOE.
  3. A program transfer process is not required when students who are served in a SCOE program matriculate and return to their district via the IEP process or where SCOE stops providing service with a District student as set forth in A.2.
- J. Entire Agreement and Modification. This MOU constitutes the entire agreement and understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein. Any changes to this MOU must be agreed to in writing by all parties.
- K. Confidentiality. Confidential student and employee information may be exchanged between the parties for the purposes of fulfilling this agreement and providing services to the students. Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.
- L. Notice: Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education  
P.O. Box 269003  
Sacramento, CA 95826-9003  
Attn: Michael Kast, Executive Director of Special Education  
Email: [mkast@scoe.net](mailto:mkast@scoe.net)

Any notice to District shall be sent to the following address:

Sacramento City Unified School District  
Serna Center, 5735 47th Ave  
Sacramento, CA 95824  
Attn: Geovanni Linares, Director III  
Email: geovanni-linares@scusd.edu

M. Indemnification. Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law. Should a due process complaint be filed by any student regarding whether they were provided a Free and Appropriate Public Education (FAPE) while placed in the programs operated by SCOE pursuant to this Agreement, SCOE will cooperate with the District in defending and contribute proportionally to defense and settlement, if any of the alleged denials of FAPE are in regard to the implementation by SCOE staff of the Student's IEP while there.

It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

- N. Independent Agents. This MOU is by and between independent agents and, is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- O. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- P. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this Agreement.

Q. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU:

**SIGNATURES**

\_\_\_\_\_  
David W. Gordon, Superintendent  
Sacramento County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janea Marking, Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date





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**Sacramento City Unified School District**

**Contract for Services:**

**Significant Disproportionality Implementation Support**

**August 2023**

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## **GENERAL PROVISIONS**

### **1. Contract**

This Contract is entered into this **23rd** day of **August, 2023**, between **Sacramento City Unified School District** (hereinafter referred to as "LEA") and Collaborative Learning Solutions, LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing consultation, coaching, and/or professional learning to LEA. CONTRACTOR and LEA may be referred to individual or collectively as "The Parties".

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

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA 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 CONTRACTOR. CONTRACTOR will verify TB and LiveScan status of all employees.

### **3. Term of Contract**

The term ("Term") of this CONTRACT shall commence on **August 23, 2023** and shall end on **June 30, 2024**.

### **4. Contract Execution**

LEA and CONTRACTOR are responsible for the full execution of this contract upon formal approval by both parties. No contract work shall be requested by LEA or completed by CONTRACTOR without a fully executed contract in place.

Contracts not fully executed within 45 days of LEA approval shall be subject to review and possible revision of fees for contracted services.

## **ADMINISTRATION OF CONTRACT**

### **5. 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 LEA shall be addressed to the person and address as indicated on the Notice page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

### **6. Modifications and Amendments Required to Conform to Administrative Guidelines**

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR 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.

## **7. Contract Termination**

Either party may terminate this Contract with or without a material breach by the other party.

To terminate because of a material breach by the other party, the terminating party shall give the other party written notice specifying the material breach in detail. Unless such material breach is cured to the reasonable satisfaction of the terminating party, this Contract shall end on the thirtieth (30<sup>th</sup>) day after the breaching party's receipt of such written notice.

To terminate the Contract without a material breach, either party shall give the other party written notice of termination which shall end this contract on the sixtieth (60<sup>th</sup>) after the other party's receipt of such notice.

In the event of a prepayment of funding by the LEA, the LEA shall forfeit any and all prepaid funds if early contract termination is requested without notice of a material breach.

## **8. Cancellation/Postponement of Service Days**

LEA and CONTRACTOR agree to honor and fulfill scheduled consulting, coaching, and professional development days as mutually agreed upon in advance. In most cases the scheduling of service days will require preparation, schedule coordination, and at times travel time and related travel expenses.

Cancellation or postponement of service days must be communicated in writing to all related parties a minimum of 24 hours in advance. If LEA cancels or postpones a service day less than 24 hours in advance the LEA shall agree to pay for this day at the CONTRACTORS current daily rate plus any related travel expenses incurred which CONTRACTOR is unable to cancel.

## **9. Delays or Rollovers into the Next School Year**

Without an agreed and signed amendment extending the time for performance of this Contract, the Contract shall conclude on the end date stated in Paragraph 3, above, with any unbilled/remaining balance due to the CONTRACTOR. LEA extension requests for a Contract delay or rollover into the next school year for any reason, shall be considered by CONTRACTOR on a case-by-case basis taking into account CONTRACTOR's overhead obligations, staffing, and other obligations. In no case will the CONTRACTOR roll over more than ten percent (10%) of the service days provided in this Contract. Additionally CONTRACTOR will not rollover performance of the Contract's terms for more than seventy (70) calendar days beyond the end date stated in Paragraph 3.

## **10. Insurance**

CONTRACTOR 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 CONTRACTOR, its agents, representatives, or employees.



A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$2,000,000 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).
2. Automobile Liability: \$2,000,000 combined single limit.
3. Professional Liability/errors and omissions coverages: \$2,000,000 per occurrence/\$2,000,000 aggregate.

C. 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 LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations through an amendment to this Contract.

#### **11. Indemnification and Hold Harmless**

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.

#### **12. Non-Discrimination**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.



## **COMPENSATION**

### **13. Terms and Payment Schedule**

**Total Contract Amount: \$225,000.**

This rate is inclusive of preparation and travel.

The total cost amount includes all consultation, coaching, and professional development services outlined in Section 19.

The LEA shall pay to CONTRACTOR the Contract Amount on the following schedule:

#### **Balance payable as follows:**

Jan 1, 2024: \$168,750

Mar 1, 2024: \$56,250

CONTRACTOR will invoice the LEA in accordance with the payment schedule for amounts due. All related invoices shall be NET 30.

CONTRACTOR'S hourly rate is \$625 which equates to a daily rate of \$5,000. This is an all-inclusive rate to include travel, per diem, etc.

### **14. Independent Contractor**

CONTRACTOR'S relationship with LEA will be that of an independent contractor, and nothing in this Agreement will be construed to create an employer-employee, joint venture, partnership, agency or other relationship between LEA and CONTRACTOR. CONTRACTOR has no authority to act on behalf of or to enter into any contract, or to incur any liability on behalf of LEA. LEA agrees that during the term of this Agreement, or any extension or renewal thereof, CONTRACTOR may be engaged by other persons, firms or corporations; provided, however, that the provisions of this Agreement will be strictly observed by CONTRACTOR with respect to such other persons, firms or corporations. CONTRACTOR is solely responsible for all taxes related to the services hereunder including, but not limited to, payments to or taxes for its employees or subcontractors, withholdings and other similar U.S. or international statutory obligations including, without limitation, Workers Compensation Insurance, Social Security, federal, state or any other employee payroll taxes. In the performance of all services hereunder, CONTRACTOR will comply with all applicable laws and regulations.

### **15. Representations and Warranties**

Each Party represents and warrants to the other Party as follows:

That the individual(s) signing this Agreement on behalf of the respective Party has the full right, power, and authority to bind the respective Party to this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE SHALL BE NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY,



REGARDING ANY AND ALL SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT (INCLUDING BUT NOT LIMITED TO COPYRIGHT INFRINGEMENT BY LEA TO THIRD PARTIES), MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING OR PERFORMANCE UNDER THIS AGREEMENT

The Parties shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and make effective the services contemplated by this Agreement.

CONTRACTOR shall provide the Services identified in Section 19 in a timely and professional manner and LEA agrees to cooperate and provide information, personnel or documents to CONTRACTOR upon reasonable request and in a timely fashion that enables CONTRACTOR to complete those services identified in Exhibit A.

The Parties represent that no works will infringe on the copyright, patent, trademarks, publicity, privacy, trade secrets or other intellectual property rights of any third party.

**16. Limitation on Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY (INCLUDING STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR FOR INTERRUPTED COMMUNICATIONS, INCURRED BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY WITH RESPECT TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION HEREOF.

**17. Confidential Information**

"Confidential Information" shall include all information delivered by one Party to the other Party during the Term of this Agreement including, but not limited to, any and all methods, processes, strategies, plans, formulas, software, programs, sales and marketing information, technical and financial information, data, know-how, documentation and other information disclosed after the Effective Date, whether disclosed visually, orally, or in writing, and whether or not tangibly recorded, by one Party ("the Disclosing Party") to the other Party ("the Receiving Party"). Except as otherwise provided in this Agreement, each Party considers any and all Confidential Information to be proprietary, and all of the Disclosing Party's Confidential Information shall at all times, and throughout the world, remain the property of the Disclosing Party, exclusively, and all applicable intellectual property rights in Disclosing Party's Confidential Information shall remain the property of the Disclosing Party, exclusively. Upon termination of this Agreement, the Receiving Party shall return to the Disclosing Party all tangible materials and copies thereof containing Confidential Information received from the Disclosing Party.

The Receiving Party agrees to restrict disclosure of the Disclosing Party's Confidential Information to those persons involved who have a "need to know". The Receiving Party and any persons involved on the Receiving Party's behalf: (i) shall maintain the confidentiality of the



Disclosing Party's Confidential Information; (ii) shall not disclose such Confidential Information to any third party; and (iii) shall only use such Confidential Information for purposes of performing this Agreement. The Receiving Party agrees to handle the Disclosing Party's Confidential Information with the same degree of care that the Receiving Party applies to its own Confidential Information of similar type, but in no event less than reasonable care.

The obligation to protect the Disclosing Party's Confidential Information and the liability for unauthorized disclosure or use of such information shall not apply with respect to information that: (1) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information; (2) is known, or that becomes known to the general public without breach of this Agreement; (3) was known to the Receiving Party without confidential limitation at the time of disclosure by the Disclosing Party, as evidenced by documentation in the Receiving Party's possession; (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (5) is disclosed in response to a valid order to a court, regulatory agents, or other governmental body in the United States or any political subdivision thereof, but only to the extent and for the purposes stated in such order; provided, however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and cooperate with the Disclosing Party if it desires to seek an appropriate protective order; or (6) is received rightfully and without restriction from a third party.

The parties hereto acknowledge that LEA possesses and will possess non-public information that has been created, discovered or developed by, or has otherwise become known to, LEA (including, without limitation, information created, discovered, developed or made known to CONTRACTOR arising specifically out of its retention as a CONTRACTOR by LEA), and/or in which property rights have been assigned or otherwise conveyed or disclosed to LEA, which information has commercial value in the business in which LEA is engaged or intends to engage. All of the aforementioned information is hereinafter called "Confidential Information". By way of illustration, but not limitation, Confidential Information includes trademarks, patents, patent applications, trade secrets, research results, processes, formulae, data and know-how, improvements, designs, prototypes, inventions, techniques, technology (whether patentable or not), marketing plans, business plans, strategies, forecasts and customer lists and customer information of LEA. Confidential Information also includes any information which LEA has received from a third party which LEA is obligated to treat as confidential or proprietary.

Excepts as required by law, at all times CONTRACTOR and CONTRACTOR's employees and agents will keep in confidence and trust all Confidential Information and will not disclose, sell, use, lecture on, or publish any Confidential Information without the prior written consent of LEA, except as may be necessary in the ordinary course of performing his, her or its duties as a CONTRACTOR of LEA, and except that CONTRACTOR may disclose such information to his, her or its attorneys, agents and other business representatives as required by law. CONTRACTOR will also use his, her or its good faith efforts to ensure that his, her or its employees and CONTRACTORS also are aware of and comply with these obligations of non-disclosure and non-use.

#### **18. Contract Dispute Resolution**

Any disputes or disagreements between LEA and CONTRACTOR 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 of the Contract.



The provision in this section of the Contract 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 LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If a dispute arises under this Contract that the Parties herein cannot resolve, said dispute will be resolved as follows: the parties shall first make a good faith effort to resolve the dispute through mediation within 60 days of the notice of dispute, or pending the Parties' mediator's first date of availability. The mediation shall be conducted in California and unless the parties mutually agree that the mediation will be held remotely, the mediation will be held in a single physical location in Riverside County California.

Neither Party may submit the claim to arbitration until fifteen (15) days after the mediation session between the parties or ninety (90) days after the matter has been first referred to mediation, whichever is the first to occur. If the parties do not resolve the dispute by mediation within the period described above, either Party shall refer the dispute for resolution by binding Arbitration. If the Parties cannot mutually agree on a single Arbitrator, each party will provide the name one (1) potential Arbitrator. Thereafter, the Parties proffered two potential Arbitrators will then select a third neutral Arbitrator as the sole "Final Arbitrator". The determination of the choice of the Final Arbitrator will be final and binding on the parties. The parties agree to equally share the costs of any mediation and/or binding arbitration.

The arbitration shall be conducted in California and administered by the American Arbitration Association in accordance with its Commercial Rules and, unless the parties mutually agree that the arbitration will be held remotely, the arbitration will be held in a single physical location in Riverside County California. The arbitrator shall have the authority to determine an appropriate remedy in connection with any matter brought before the arbitrator, including sanctions or interlocutory relief with respect to discovery, provided that such remedy must be of a nature which a court could award if the matter had been litigated in a court of competent jurisdiction. The decision of the arbitrator shall be final and binding on all parties. Judgment upon the award rendered by the arbitrator, including any interlocutory relief or sanctions granted or issued by the arbitrator with respect to matters related to discovery, may be entered in any court having jurisdiction thereof.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.





In the event a Party refuses to participate in this Contract Dispute Resolution Process identified herein, the Parties hereby agree and consent to the exclusive jurisdiction of Courts of the State of California, County of Riverside.

## **WORK TO BE PERFORMED**

### **19. Scope of Work/Services**

Services to be rendered to LEA by the CONTRACTOR as described below:

#### **Appreciative Inquiry**

CLS consultants will conduct an internal evaluation of the district's tiered system of support using the Integrated Framework for Improvement. This framework focuses primarily on the district structures developed to support schools with the implementation of a fully integrated multi-tiered support system (MTSS). A report highlighting strengths and opportunities for growth will be provided along with an executive summary and slide deck for presenting the findings to stakeholders.

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Investment: \$25,000

#### **Academic Office Leadership Team (AOLT) Consultation**

Consultation and coaching for the Academic Office leadership team focused on the integration of multiple initiatives across the district. Sessions include an annual planning day to establish measurable annual goals for the team and quarterly meetings to set quarterly priorities and evaluate the previous quarter's performance. Consultation also includes meetings with the Chief Academic Officer and members of the leadership team regarding compliance with special education monitoring activities and the recent settlement agreement.

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Investment: \$35,000

#### **District Consultation**

Consultation support in the following areas: discipline data audit and adjustments related to the BPSB settlement, significant disproportionality (development, implementation and monitoring the CIM for CCEIS plan), implementation of BPSB settlement action, district leadership team consultation for establishing a district-wide integrated framework for MTSS. (10 days)

---

Investment: \$50,000

#### **Restorative Discipline Guidelines**

CLS Consultants will work with a district team to establish a set of universal discipline guidelines that will assist school leadership with responses to student misbehavior that are grounded in restoration and skill acquisition. The guidelines will also provide guidance on the use of removals and exclusionary responses (i.e. suspensions).

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Investment: \$25,000

#### **Restorative Practices Training**

Restorative practice is a social science that studies how to build social capital and achieve social discipline through participatory learning and decision making. Restorative practices change the way we look at traditional behavior management by promoting the power of relationship and community building, rather than the power of punishment as a motivator. Restorative practices provide a framework and structure for responding to challenging behavior through authentic dialogue, self-reflection, empathy and accountability. CLS Consultants will provide two days of



foundational Restorative Practices Training for the district team working to develop a set of Restorative Discipline Guidelines.

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Investment: \$10,000

**Evaluation of in-district EBD programs**

CLS Consultants will conduct an evaluation of the specialized programs serving students with disabilities identified as having significant emotional and behavioral disorders (EBD). The goal of this evaluation is to analyze the current program structures, practices and procedures through the lens of the C5 framework to determine areas of strength and to identify growth opportunities for increasing the effectiveness of the programs.

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Investment: \$35,000

**Equity Community of Practice (ECOP)**

The Equity Community of Practice (ECoP) strategy focuses on identifying root causes of inequities in the educational system and developing change ideas to ensure the highest outcomes for ALL students. Through this strategy affinity groups of stakeholders (i.e. parents and/or caregivers) are trained to analyze quantitative and qualitative data, identify potential root causes, develop change ideas on how to mitigate disparate outcomes, and monitor implementation data. (3 groups)

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Investment: \$45,000

Note: Any service/support hours that exceed the hours allocated above, as well as service/support hours that are requested or necessary after June 30, 2024, will be billed in addition to the contract amount at the CONTRACTOR'S published hourly rate specified in Section 13.

**20. Miscellaneous:**

**Venue and Governing Law**

The laws of the State of California shall govern the terms and conditions of this Contract. For purposes of mediating, arbitrating, or litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Contract, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California.

**Force Majeure.**

Each Party shall be relieved from performance of any obligation under this Agreement if and while such non-performance is caused, directly or indirectly, by war (declared or undeclared), insurrection, civil disturbance, orders, rules, regulations or decrees of any competent government authority, strikes, labor shortages, pandemic and/or public-health crisis, fire, flood, earthquake, storm, failure of Internet access service, power outage, act of God, or any other event beyond the reasonable control of such Party.

**Severability.**

Each provision in this Agreement is independent and severable from the others, and no provision



will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law.

**Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; such counterparts shall together constitute one and the same document. For all purposes, a signature by fax, by email of a PDF file, or by DocuSign shall be treated as an original signature.

**Assignment.**

This Agreement will be binding upon the Parties, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement may not be assigned by the parties without the prior written consent, which consent may be withheld, at the Parties sole and absolute discretion.

**Entire Agreement.**

This Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement with respect to the subject matter hereof.

In Witness Whereof, the Parties acknowledge and agree to be bound to the terms of this Agreement as of the Effective Date.

Sacramento City Unified School District

Collaborative Learning Solutions, LLC

\_\_\_\_\_  
Authorized Signature **Janea Marking, CBO**

*Kathy M. Cox*  
\_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

Date 10-2-23



**NOTICES**

**Notices to LEA shall be addressed to:**

Geovanni Linares  
Name

Sacramento City Unified School District  
LEA

5735 47th Avenue  
Address

Sacramento      CA      95824  
City                      State                      Zip

(916) 643-9174                      (916) 399-2019  
Phone                                      FAX

geovanni-linares@scusd.edu  
Email

**Invoices to LEA shall be addressed to:**

sames as Notices  
Name

\_\_\_\_\_  
LEA

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                                      State                                      Zip

\_\_\_\_\_  
Phone                                      FAX

\_\_\_\_\_  
Email

**Notices to CONTRACTOR shall be addressed to:**

Regina Hartman  
Name

Collaborative Learning Solutions, LLC  
CONTRACTOR

27475 Ynez Rd., Ste. 774  
Address

Temecula      CA      92591  
City                      State                      Zip

888-267-6096  
Phone                                      FAX

rhartman@clsteam.net  
Email



# Quote

#308329

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)  
 4675 E. Cotton Center Blvd  
 Suite 155  
 Phoenix AZ 85040  
 www.bluum.com

01/22/2024

X *[Signature]* 1/22/2024

**Bill To**  
 Sacramento City Unified School District  
 5735 47TH AVE  
 SACRAMENTO CA 95824-4528

**Ship To**  
 CAROLINE WENZEL ELEM SCHOOL  
 6870 GREENHAVEN DR  
 SACRAMENTO CA 95831

Memo:  
 ELC Newline 86" Displays on Carts

Expires	Sales Rep	Contract	Terms
04/21/2024	848 Bill Pitzner	01-150 Omnia (NCPA)	Net 30

Qty	Item	MFG	Price	Ext. Price
35	<b>TT-8621Q</b> 86" Q Series 4K LED 4K Multi-Touch Display w/ USB Type-C  <ul style="list-style-type: none"> <li>• 5-year advanced replacement warranty</li> <li>• Free shipping and support</li> <li>• Free Newline Display Management Plus</li> <li>• Free software: Newline Engage Cloud, Newline Cast and Broadcast</li> </ul>	Newline	\$2,775.00	\$97,125.00
35	<b>Electronics Disposal Fee 3 (Over 35")</b> CA State Recycle Fee >=35IN TV/MON/TB	Bluum	\$6.00	\$210.00
35	<b>EPR1B39900-000</b> NEWLINE ENGAGE CLOUD License	Newline	\$0.00	\$0.00
35	<b>TLP712B</b> Surge Protector Strip 120V 7 Outlet 12ft Cord 1080 Joule	Tripp Lite	\$35.00	\$1,225.00
35	<b>487A01</b> e-Box® Motorized height adjustable mobile stand - for interactive flat panels up to 254 lbs [115 kg] (86" diagonal)	Balance Box	\$892.00	\$31,220.00
35	<b>481A117</b> e-Box® Adapter set for screens with VESA 600 to 800 wide and 600 high	Balance Box	\$80.00	\$2,800.00
35	<b>Subcontractor Installation</b> SCOPE OF WORK: AV INSTALLATION - MOORE ENTERPRISE  EARLY LEARNING AND CARE PROGRAM - 35 86IN DISPLAYS ON EBOX ELECTRIC CARTS PROJECT  -ALL ORDERED EQUIPMENT (DISPLAYS, SURGE PROTECTORS AND BALANCEBOX CARTS) WILL DELIVER DIRECTLY TO THE SCUSD WAREHOUSE FOR ASSET TAGGING -BLUUM INSTALLERS WILL PICK UP NEEDED EQUIPMENT FROM WAREHOUSE AND DELIVER TO EACH SCHOOL SITE FOR ASSEMBLY (BASED ON PROVIDED LIST FROM ELC TEAM) -BLUUM INSTALLERS WILL ASSEMBLY BALANCE BOX CART ONSITE AT SCHOOL SITE AND INSTALL DISPLAY ON BALANCE BOX CART -BLUUM INSTALLERS WILL DISPOSE OF ANY TRASH AND DEBRIS USING ONSITE TRASH RECEPTACLES -TEST TO DISCOVER ANY DOA OR BASIC DEFECT ISSUES		\$350.00	\$12,250.00



308329



Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)  
4675 E. Cotton Center Blvd  
Suite 155  
Phoenix AZ 85040  
www.bluum.com

# Quote

#308329

01/22/2024

<b>Subtotal</b>	\$144,830.00
<b>Tax Total (8.75%)</b>	\$11,582.38
<b>Shipping Cost</b>	\$0.00
<b>Total</b>	\$156,412.38



308329

## **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective August 28, 2023, by and between the Sacramento City Unified School District ("District") and Iris Taylor ("Contractor").

1. Contractor Services. Contractor agrees to perform the duties of the Deputy Chief Academic Officer and Independent Contractor accepts to serve in this capacity by providing the following services in consultation with the Chief Academic Officer
  - (see position description attached).
2. Contractor follows their own methods in rendering services. The District does not control the manner in which the Contractor renders their services. The parties anticipate that Contractor will provide these services for no more than forty-four (44) days.
3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
4. Term. This Agreement shall begin on August 28, 2023, and terminate 3 weeks after the hiring and assumption of duties of the new Deputy Chief of Academics. There shall be no extension of the Agreement without express written consent of all parties.
5. Compensation. Contractor shall be compensated as a rate of \$1,200 per day as a Contractor, 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. Contractor will not exceed \$52,800 during the fiscal year 2023-2024. Contractor will not receive fringe benefits except reimbursement at the rate of per diem meals and mileage in accordance with the District's reimbursement policy in connection with the scope of work.
6. Payment. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice for services rendered.
7. Incidental Expense. Contractor shall be reimbursed for all expenses. Receipts will be provided for public transportation and lodging costs. Personal car reimbursement will be at the IRS allowable rate (currently \$.58 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.
8. California Residency. Contractor shall complete and attach IRS Form W-9.
9. Conflict of Interest. Contractor does not have, or anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Contractor or his spouse with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed prior to the date of termination. The District may then proceed with the work in any manner the District deems appropriate.
11. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, 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 Contractors) arising out of or resulting from performance of

- the contract (including, but not limited to) the Contractor's use of the site; the Contractor'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, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor 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.
12. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
  13. Worker's Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance of Contractor's employees, if any, at Contractor's own cost and expense.
  14. Taxes. Contractor agrees that Contractor has no entitlement or any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor 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 Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
  15. Assignment. The Contractor 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.
  16. 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.
  17. 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.
  18. 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.
  19. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
  20. 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 Attn: Contracts Department  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824



Contractor:  
Iris Taylor  
11306 Memphis Arlington Road  
Arlington, TN 38002

- 21. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
- 22. 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. Contractor 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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, on the date and year first written above. DISTRICT:

DocuSigned by:  
Jesse M. Castillo Jesse Castillo  
24F99AFGB8694F4  
Interim Chief Business Officer

08/23/2023 Date

CONTRACTOR:

Iris Taylor Iris Taylor

August 9, 2023 Date

<b>VENDOR - PO with Receiving</b>	<b>Fiscal Year 2023/24</b>
Requisition Number <b>SA24-00647</b>	Requisition Date <b>02/08/2024</b>
<b>Summary</b>	

Created by	SEIDI-VALLADARES, 2/8/2024	PO #	Goods & Services
Department	CONTRACT	Responsibility	Academic Dept
Status	Approved		
On Hold	Yes	Attachments	Yes
Requisitioner	Seidi Valladares	Board Date	Non Taxable 139,695.00
Order Site	0704 - COMMUNICATIONS OFFICE		Taxable 12,075.00
Delivery Site	0704 - COMMUNICATIONS OFFICE		Tax (8.7500) 1,056.56
Delivery Date		Room	Shipping (0.00) .00
Project			Adjustment .00
Info	BILLBOARDS & TRANSIT SHELTER ADS TO PROMETE OUR FA	Requisition Total	<b>152,826.56</b>

<b>Requisition Vendor Information</b>	
130795/3	CLEAR CHANNEL OUTDOOR PO BOX 742025 , LOS ANGELES, CA 90074-2025

<b>Purchasing</b>		
PO Date	PO Printed Date	Buyer TINA A - Tina
Quote	Quote Date	Alvarez-Bevens

<b>Line Items</b>							Change Level 0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
1 Product: Bulletin, Display: #002314 - 15th St ES 5ft S/O Broadway (No Ext) F/N - 1 - 14' x 48', Start Week: 3/4/2024, Period Type: 4-Week, Period Rate: \$4,750.00, Periods: 3.0, Total Price: \$14,250.00		EACH	1		14,250.0000	14,250.00	
2 Product: Bulletin, Display: #002327 - Fruitridge SS 240ft E/O Franklin F/E - 1 - 14' x 48', Start Week: 3/4/2024, Period Type: 4-Week, Period Rate: \$4,200.00 , Periods:3.0, Total Price \$12,600.00		EACH	1		12,600.0000	12,600.00	
3 Product: Digital Bulletin1 slots, Display: #005000 - US 50 NS 0.5mi W/O Howe Ave F/E - 1 - 14' x 48', Start Week: 3/4/2024, Period Type: 4-Week, Period Rate: \$6,625.00, Periods: 1.0, Total Price: \$6,625.00		EACH	1		6,625.0000	6,625.00	
4 Product: Bulletin, Display: #002318 - Capitol NS 55ft E/O Alhambra F/W - 1 - 14' x 48', Start Week:3/25/2024, Period Type: 4-Week, Period Rate: \$7,735.00, Period: 2.25, Total Price: \$17,403.75		EACH	1		17,403.7500	17,403.75	
5 Product: Digital Bulletin 1 slots, Display: #005001 - US 50 NS 0.5mi W/O Howe Ave F/W - 1 - 14' x 48', Start Week: 4/1/2024, Period Type: 4-Week, Period Rate: \$6,625.00, Periods: 2.0 , Total Price: \$13,250.00		EACH	1		13,250.0000	13,250.00	

<b>VENDOR - PO with Receiving</b>	<b>Fiscal Year 2023/24</b>
Requisition Number <b>SA24-00647</b>	Requisition Date <b>02/08/2024</b>

<b>Summary</b>				
Created by	SEIDI-VALLADARES, 2/8/2024	PO #	Goods & Services	
Department	CONTRACT	Responsibility	Academic Dept	
Status	Approved			
On Hold	Yes	Attachments	Yes	
Requisitioner	Seidi Valladares	Board Date	Non Taxable	139,695.00
Order Site	0704 - COMMUNICATIONS OFFICE		Taxable	12,075.00
Delivery Site	0704 - COMMUNICATIONS OFFICE		Tax (8.7500)	1,056.56
Delivery Date		Room	Shipping (0.00)	.00
Project			Adjustment	.00
Info	BILLBOARDS & TRANSIT SHELTER ADS TO PROMETE OUR FA		Requisition Total	<b>152,826.56</b>

<b>Requisition Vendor Information</b>	
130795/3	CLEAR CHANNEL OUTDOOR PO BOX 742025 , LOS ANGELES, CA 90074-2025

<b>Purchasing</b>			
PO Date	PO Printed Date	Buyer TINA A - Tina	
Quote	Quote Date	Alvarez-Bevens	

<b>Line Items</b>							Change Level 0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
6 Product: Bulletin, Display: #002318 - Capitol NS 55ft E/O Alhambra F/W - 1 - 14' x 48' Start Week: 5/27/2024, Period Type: 4-Week, Period Rate: \$7,735.00, Periods: 0.75, Total Price: \$5,801.25		EACH	1		5,801.2500	5,801.25	
7 Order Line Type: Audience, Product: Transit Shelter, Quantity: 30, Start Week: 3/4/2024, Period Type: 4-Week, Period Rate: \$11,335.00, Periods: 3.0, Total Price: \$34,005.00		EACH	1		34,005.0000	34,005.00	
8 Order Line Type: Audience, Product: Premiere Panel, Quantity: 10, Start Week: 3/4/2024, Period Type: 4-Week, Period Rate: \$11,920.00, Periods: 3.0, Total Price: \$34,760.00		EACH	1		35,760.0000	35,760.00	
9 PRODUCTION SERVICES - Description : Sacramento: (3) 14X48 Bulletins, Billable Date: 3/4/2024, Unit Qty: 3, Unit Rate: \$1,400.00, Total Price: \$4,200.00		EACH	3		1,400.0000	4,200.00	TX
10 PRODUCTION SERVICES - Description: Sacramento: 12 Premier panels, Billable Date: 3/4/2024, Unit Qty: 12, Unit Rate: \$450.00, Total Price: \$5,400.00		EACH	12		450.0000	5,400.00	TX
11 PRODUCTION SERVICES - Description: Sacramento: 33 Transit shelters, Billable Date: 3/4/2024, Unit Qty: 33, Unit Rate: \$75.00, Total Price: \$2,475.00		EACH	33		75.0000	2,475.00	TX

<b>Accounts</b>				
	Amount	Encumbered	Expensed	Outstanding
01- 0000- 0- 5800- 00- 0000- 7180- 000- 0704- 000 (2024) OthCont, Unrestr NR, PrjYr,Undistrib, PublicInfo	152,826.56	152,826.56		.00

**ACCOUNT EXECUTIVE**

Kristen Martin  
KristenMartin@clearchannel.com

**CLEAR CHANNEL OUTDOOR, LLC**

830 Riverside Parkway Suite 20  
West Sacramento, CA 95605-1505

**ORDER #1213481-SAC**

City Of Sacramento - traditional - 03/04/2024

**ADVERTISER**

**Sacramento City Unified School District (#206491)**  
5735 47th Ave  
Sacramento, CA 95824

**BILL TO**

**Sacramento City Unified School District (#206491)**  
5735 47th Ave  
Sacramento, CA 95824

**SACRAMENTO**

**OOH SERVICES**

Total Estimated Tax for OOH Services: \$0.00

Product	Display	Start Week	Period Type	Period Rate	Periods	Total Price
Bulletin	#002314 - 15th St ES 5ft S/O Broadway (No Ext) F/N - 1 - 14' x 48'	3/4/2024	4-Week	\$4,750.00	3.0	\$14,250.00
Bulletin	#002327 - Fruitridge SS 240ft E/O Franklin F/E - 1 - 14' x 48'	3/4/2024	4-Week	\$4,200.00	3.0	\$12,600.00
Digital Bulletin 1 slots	#005000 - US 50 NS 0.5mi W/O Howe Ave F/E - 1 - 14' x 48'	3/4/2024	4-Week	\$6,625.00	1.0	\$6,625.00
Bulletin	#002318 - Capitol NS 55ft E/O Alhambra F/W - 1 - 14' x 48'	3/25/2024	4-Week	\$7,735.00	2.25	\$17,403.75
Digital Bulletin 1 slots	#005001 - US 50 NS 0.5mi W/O Howe Ave F/W - 1 - 14' x 48'	4/1/2024	4-Week	\$6,625.00	2.0	\$13,250.00
Bulletin	#002318 - Capitol NS 55ft E/O Alhambra F/W - 1 - 14' x 48'	5/27/2024	4-Week	\$7,735.00	0.75	\$5,801.25

Order Line Type	Product	Quantity	Start Week	Period Type	Period Rate	Periods	Total Price
Audience	Transit Shelter	30	3/4/2024	4-Week	\$11,335.00	3.0	\$34,005.00
Audience	Premiere Panel	10	3/4/2024	4-Week	\$11,920.00	3.0	\$35,760.00

**PRODUCTION SERVICES**

Total Estimated Tax for Production Services: \$1,056.56

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Sacramento: (3) 14X48 Bulletins	3/4/2024	3	\$1,400.00	\$4,200.00
Sacramento: 12 Premier panels	3/4/2024	12	\$450.00	\$5,400.00
Sacramento: 33 Transit shelters	3/4/2024	33	\$75.00	\$2,475.00

**SUMMARY**

Description	Cost
OOH Services	\$139,695.00
Production Services	\$12,075.00

Total Estimated Tax	\$1,056.56
<b>TOTAL</b>	<b>\$152,826.56</b>

**DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR**

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Sacramento		830 Riverside Pkwy, Suite 20, West Sacramento, CA, 95605		(916) 414-2910

**1. DEFINED TERMS.** As used in this Contract, these terms shall have the meanings set forth below:

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.

"Campaign" shall mean the advertising campaign described in the Contract.

"CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.

"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.

"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.

"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.

"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.

"Customer" shall mean the advertiser and any agency or buying service named in the Contract.

"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.

"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.

"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.

"Quantity Deliverables" means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s).

"Sign" or "Signs" shall mean the sign or signs identified in the Contract for the placement of the advertising for the Campaign.

## 2. PAYMENT

- a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
- b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
- c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
- d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
- e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
- f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

## 3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

### 3.1 OF CUSTOMER

- a. Customer represents and warrants to Clear Channel that
  - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
  - (2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
  - (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
  - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

### 3.2 OF CLEAR CHANNEL

- a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is due to Customer or Customer's advertising material, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
- b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Contract.
- c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
- d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
- e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Contract and commence billing on the date copy is fully displayed.
- f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
- g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
- h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

### 3.3 SANCTIONS COMPLIANCE

- a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
- b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

### 3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

- a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
  - The US Foreign Corrupt Practices Act 1977; and
  - Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").
- b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

## 4. CONTENT, PRODUCTION AND DELIVERY

### 4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

- a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).
- b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.
- c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

### 4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

#### 4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

#### 4.4 QUANTITY DELIVERABLES

a. Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the guaranteed deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) that will display Customer's advertising copy, is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

#### 4.5 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

#### 4.6 CHANGE OUT OF ADVERTISING MATERIALS.

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer.

#### 4.7 RIGHTS AND OBLIGATIONS

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

#### 5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

#### 6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

#### 7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

#### 8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.



**TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES**

These Terms and Conditions ("Terms") govern the provision of production and/or creative design services (the "Services") by Clear Channel Outdoor, LLC ("CCO") to you ("Customer"). If you are entering into these Terms on behalf of a company, you represent and warrant that you are an authorized signatory for your company, and all subsequent references to "you" shall mean the company on whose behalf you are agreeing to these Terms. Your use of the Services constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Services. These Terms are incorporated into the contract between CCO and Customer for Services (the "Contract").

**1. Services, Content, Production and Delivery.**

a. Services. CCO shall deliver the results of the production and/or creative design services (the "Deliverables") as set forth in the Contract. Customer shall deliver any Customer Content to CCO by such deadline as required by CCO. All Customer Content shall meet any formatting requirements or other technical specifications provided by CCO. CCO may require additional time for the delivery of Customer Content as required under the circumstances, or if the Customer Content does not conform to CCO's formatting requirements and technical specifications. If CCO is providing creative design services, CCO agrees to provide up to three (3) sets of revision at no cost to Customer. Any further creative work undertaken by CCO shall incur additional fees at CCO's then standard rates. "Customer Content" means all materials, information, artwork, images, displays, illustrations, reproductions, and similar information provided by Customer for use in the preparation of and/or incorporation in the Deliverables. "Production Services" refers to the services associated with printing the advertising creative on vinyl or other material. "Creative Design Services" refers to the services associated with creating and designing content and imagery for the advertising creative.

**2. Customer's Obligations**

For Services provided hereunder, Customer agrees to promptly: (a) provide clear instructions and Customer Content to CCO within the timeframe requested by CCO; (b) provide Customer Content in a format and resolution reasonably required by CCO; (c) provide finished and proofread Customer Content in a form suitable for reproduction or incorporation into the Deliverables; and (d) proofread Deliverables. At various stages throughout the Term of this Contract, CCO may ask Customer to confirm acceptance of any aspect of the Deliverables. Acceptance is important as it will be relied on by CCO in the course of fulfilling its obligations under this Contract. Any modification, change or update (collectively, "Modification") by Customer to any aspect of the Deliverables after Customer's acceptance may affect the Fees and result in the delay of completion of the final Deliverables. Any such Modification shall not relieve Customer from any obligations under any other Contract between Customer and CCO.

**3. Fees; Invoicing**

In consideration of Customer's receipt of the Services hereunder, Customer shall pay the applicable fees invoiced by CCO (the "Fees"). Customer shall pay any additional charges for changes to the Services or Deliverables requested by Customer which are outside the scope of Services. In the event of any such changes, CCO may extend or modify any delivery schedule or deadline noted on the Contract. CCO will invoice Customer on a monthly basis in arrears for the Fees which shall be due and payable 15 days from the receipt of invoice. Payments made more than 15 days after the due date will be subject to a past due charge of 1.5% per month (or the highest amount permitted by law, whichever is less). The Fees exclude applicable taxes for the Services performed by CCO in accordance with these Terms.

**4. Intellectual Property Rights**

All Services provided by CCO hereunder shall be for the exclusive use of Customer. Customer acknowledges and agrees that CCO Materials are a valuable asset to CCO and such materials are and shall remain the sole and exclusive property of CCO. Notwithstanding the foregoing, and subject to Customer's payment of all Fees for the Services, CCO grants Customer a non-exclusive, worldwide, royalty free license to use any CCO Materials incorporated into the Deliverables solely for utilizing the Deliverables for their intended purpose. Except for the rights expressly granted herein, this Contract does not transfer from CCO to Customer any CCO Materials or other intellectual property of CCO, and all rights, titles and interests in and to the same shall remain solely with CCO. "CCO Materials" means any data, images, programming, computer code, proprietary software, methodologies, techniques, tools, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials made, conceived, licensed, or developed by CCO prior to the effective date of the Contract, or after the effective date of the Contract and outside the scope of the Contract.

Subject to full payment under this Contract, all intellectual property rights to any Deliverables (but expressly excluding rights to Third Party Materials and CCO Materials) developed by CCO pursuant to this Contract shall belong to Customer. OWNERSHIP TO THE DELIVERABLES IS VESTED WITH CUSTOMER ONLY WHEN FULL PAYMENT IS RECEIVED BY CCO. CCO IS THE OWNER OF ALL MATERIALS CREATED FOR CUSTOMER UNTIL FULL AND FINAL PAYMENT IS RECEIVED. Such Deliverables shall be deemed to be a "work made for hire." To the extent any such Deliverable is determined not to be "work made for hire," CCO hereby irrevocably and exclusively assigns, transfers and conveys to Customer all intellectual property rights, in and to any and all such Deliverables.

It is agreed by CCO and Customer that any Third Party Materials must be approved and purchased or licensed by Customer. Customer shall assume responsibility and ownership of all purchased Third Party Materials. Any costs related to Third Party Materials shall be deemed Fees under the Contract. After the Deliverables have been delivered to Customer, CCO will not be held liable or responsible for any unlawful use or alteration of Third Party Materials by Customer. "Third Party Materials" means proprietary third party materials which are incorporated into the Deliverables, including without limitation stock photography and illustration.

**5. Representations and Warranties; Disclaimer**

a. Customer Representations and Warranties. Customer represents and warrants that: (i) Customer has full corporate power and authority to enter into this Contract and to carry out its obligations hereunder; and (ii) any Customer Content furnished by or on behalf of Customer to CCO for inclusion in the Deliverables are owned by Customer (or Customer has permission from the rightful owner to use such materials) and will not violate, infringe, or misappropriate any rights of any third party, and Customer will hold harmless, protect and defend CCO and its subcontractors from any suit or claim arising from the use of such materials.

b. CCO Representations and Warranties. CCO represents and warrants that: (i) it will perform the Services in a professional and workmanlike manner, and (ii) except for Third Party Materials and Customer Content, the Deliverables shall be the original work of CCO and, to the best of CCO's knowledge, the Deliverables do not infringe the rights of any party and will not violate the rights of third parties.

c. No Other Warranties. TO THE EXTENT PERMITTED BY LAW, CCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

**6. Indemnification**

a. By CCO. CCO shall defend, hold harmless and indemnify Customer, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "Customer Indemnitees") from and against any losses, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Damages") incurred by the Customer Indemnitees from any claim of a third party resulting from CCO's breach of any representation, warranty or covenant in this Contract.

b. By Customer. Customer shall defend, hold harmless and indemnify CCO, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "CCO Indemnitees") from any and all Damages incurred by the CCO Indemnitees from any claim of a third party resulting from (i) Customer's breach of any representation, warranty or covenant in this Contract, (ii) CCO's use of Customer Content, and (iii) use by Customer of Third Party Materials or Deliverables beyond their intended and authorized use.

**7. Limitation of Liability; Disclaimer**

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY HEREUNDER EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TERMS REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Term; Termination**

a. Term. The Contract shall continue in effect until the completion of the Services.

b. Termination by CCO. The Contract may be terminated by CCO if: (i) Customer breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach, or (ii) any monies to be paid by Customer to CCO are past due by more than 30 days. Upon any termination under this section, CCO shall be compensated for the Services performed through the effective date of termination.

c. Termination by Customer. The Contract may be terminated by Customer if CCO breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach. Upon such termination, CCO shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a refund of any fees pre-paid for Services and Deliverables not provided prior to the effective date of termination.

**9. Miscellaneous**

a. Governing Law; Venue. It is agreed that the laws of the State of New York shall govern the construction and interpretation of these Terms and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to these Terms.

b. Subcontracting. Customer acknowledges and agrees that CCO may use contractors and consultants to perform the Services hereunder; provided, that CCO's use of a contractor or consultant shall not release CCO from any duty or liability to fulfill its obligations under these Terms.

c. Assignment. Customer may not assign or transfer the Contract without first obtaining the written consent of CCO.

d. Survival. The parties' rights and obligations under Sections 3, 4, 5, 6 and 7 shall survive termination or expiration of the Contract.

e. Entire Understanding. These Terms and the Contract contains the entire understanding between the parties relating to the Services and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and CCO.

f. Relationship. The relationship between Customer and CCO created by the Contract shall be one of independent contractors, and neither party shall be deemed an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Customer and CCO.

g. Waiver. The failure of CCO or Customer to enforce any of the provisions of these Terms shall not be construed as a general relinquishment or waiver of that or any other provision. The invalidity or unenforceability of any portion of these Terms shall not affect the remaining provisions hereof.

h. Notices. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and CCO at the addresses listed in the Contract.

i. Force Majeure. If either party is unable to fulfill its obligations hereunder or unable to fulfill its obligations in a timely matter as a result of a Force Majeure Event (excluding the failure to make payments as required hereunder), such failure will not be treated as a breach of the Contract, provided that the party promptly informs the other party of the reason or reasons for such delay. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder, or rebellion, a fire, flood, earthquake, pandemic, or similar act of God or a strike, lockout, similar labor dispute, or other factors or forces outside of the parties' reasonable control.

## SIGNATURES

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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**CLEAR CHANNEL OUTDOOR, LLC**

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

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

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

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

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



**Change Order 02**

Date: February 5th, 2024

Project Name: Isador Cohen Security Improvements  
 Project No: 0146-465  
 DSA File No: N/A  
 DSA Application No: N/A

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

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

**Contractor: Precision Communications**  
 2357 Coffeeberry Rd  
 West Sacramento, CA 95691

**Designer: KMM Services**  
 5433 El Camino Ave., Suite 5  
 Carmichael, CA 95608

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

Reference	Description	Cost	Days Ext.
	Amount of Previously Approved AED(s)/PCO(s) Within Allowance(s) and Approved by CBO via e-Builder	\$ 883.56	0
PCO # Requested by: Performed by: Reason:	PCO #2 KMM Services Precision Communications Precision Communications discovered on-site that door hardware per deisign/spec was not comptatible. Ordered new compatible verticle hardware.	\$ 1,257.79	0
Contract time will be adjusted as follows:	Original Contract Amount with Allowances:	<b>\$21,413.51</b>	
Previous Completion Date: 8/7/2023	Amount of Previously Approved AED(s)/PCO(s):	\$ 883.56	
Zero Days 0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$ 1,257.79	
Current Completion Date: <b>8/7/2023</b>	Revised Contract Amount After this change order:	<b>\$23,554.86</b>	

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

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

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures**

District: Sacramento City USD

~~Chris Ralston, Director III~~ Date  
Janea Marking, CBO

Designer: KMM Services

 02/06/2024  
Chris Cluff, Designer Date

Contractor: Precision Communications

 February 5, 2024  
Matt Hennigan, Project Manager Date

Construction Manager: Kitchell

 02/05/24  
Ryan Wade, Project Manager Date

**AMENDMENT NO. 1 TO FACILITIES LEASE  
BY AND BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND  
CORE West, Inc.**

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This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this Seventh day of March 2024 ("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 14 December 2023 pertaining to the 0510-433 C.K. McClatchy HVAC & Kitchen Modernization Project ("Project") at C.K. McClatchy High School, located at 3066 Freeport Blvd, Sacramento, CA 95818 ("Project Site"); and

**NOW, THEREFORE**, the Parties agree as follows:

**Section I. First 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 "A"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment "A" 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 "B"** 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.

[CONTINUES ON NEXT PAGE]

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. 1 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: 07 March, 2024

Dated: 16 February, 2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CORE WEST, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Janea Marking

Name: Seth Maurer

Title: Chief Business Officer

Title: President

**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.

### **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. 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:

<b>Task/Work</b>	<b>Allowance Amount</b>
Allowance #1: Branch Piping for UV’s	\$460,304.00
Allowance #2: School District Requests	\$400,000.00
<b>Total Allowance Amount</b>	<b>\$860,304.00</b>

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.

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.

**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**

Four and one-half percent (4.5%) 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 Two and Seventy Hundredths percent (2.70%) of the Cost of the Work for insurance and Seventy-Eight Hundredths percent (0.78%) of the Cost of the Work for payment and performance bonds.

### **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 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 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**

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 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.

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**ATTACHMENT 1**  
**GENERAL CONDITIONS COSTS**



**APPENDIX C-3**  
**Allowable General Condition Costs**  
**Construction Phase Scope Detail**

<b>Project (On Site Jobsite Staff)</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Operations Manager		\$10,540		
2	Project Manager		\$80,600		
3	Project Superintendent		\$185,876		
4	Project Engineer		\$35,650		
5	Home Office Engineer		\$21,390		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		\$11,904		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		\$11,904		
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			
<b>Temporary Utilities</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Telephone Installation		X		
2	Telephone Monthly Charges		\$3,472		
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			

<b>Direct Job Costs</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		\$23,188		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	
<b>Temporary Facilities</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
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		\$476		
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			

<b>Miscellaneous Project Costs</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
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
<b>Hoisting</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
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			
<b>Contractor's Main Office Staff</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
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	
<b>General Conditions Total Cost transfer to Fee Proposal</b>			\$385,000 Total \$55,000 / Month		



**SCUSD CK McClatchy High School HVAC & Servery Modernization**

JOB NAME: SCUSD CK McClatchy HS HVAC & Servery Modernization 7 Months  
 ESTIMATED VALUE: \$5,900,000 31 Weeks  
 DATE: 2/9/2024 155 Days

<b>TEMPORARY FACILITIES</b>					
	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>RATE</b>	<b>TOTAL</b>
1	Field Office Printer/Copier/Fax	7	MONTHS	\$100	\$700
1	Field Office Supplies	7	MONTHS	\$250	\$1,750
1	Field Office Phone / Data (Internet)	7	MONTHS	\$500	\$3,500
1	Field Office Sanitation/Cleaning	7	MONTHS	\$200	\$1,400
1	Document Management - Procore	1	EA	\$5,900	\$5,900
2	Construction Storage Unit Mobilization	2	EA	\$175	\$350
2	Construction Storage Unit Rental	7	MONTHS	\$400	\$2,800
5	Postage/UPS/Fedex	7	MONTHS	\$150	\$1,050
6	Monthly Reprographics	7	MONTHS	\$250	\$1,750
6	Project Progress Documentation	7	MONTHS	\$1,652	\$11,564
7	Construction Toilets Mobilization	2	EA	\$175	\$350
7	Construction Toilets Monthly Rental	3	MONTHS	\$1,050	\$3,150
7	Construction Toilets Additional Cleanings	13	WEEKS	\$30	\$390
7	Wash Stations Mobilization	1	EA	\$175	\$175
7	Wash Stations Monthly Rental	3	MONTHS	\$1,250	\$3,750
8	Project Signage	1	LS	\$2,650	\$2,650
9	Temporary Fence	500	LF	\$15.00	\$7,500
9	Lockable Access Gate	2	PAIR	\$1,200.00	\$2,400

**SUB-TOTAL: TEMPORARY FACILITIES \$51,129**

<b>HOISTING</b>					
	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>RATE</b>	<b>TOTAL</b>
1	Forklift Rental	6	WK	\$600	\$3,600
1	Forklift Operator	60	HR	\$108	\$6,480
1	Forklift Safety Inspections	7	MO	\$500	\$3,500
1	Hoisting Safety Inspections	7	EA	\$500	\$3,500
1	Fuel, Repairs, Maintenance	6	WK	\$350.00	\$2,100

**SUB-TOTAL: HOISTING \$19,180**

<b>TEMPORARY UTILITIES</b>					
	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>RATE</b>	<b>TOTAL</b>
1	Clean-up Periodical	31	WEEKS	\$820	\$25,420
2	General Debris Dumpster	31	PULLS	\$899	\$27,869
3	Flagger / Traffic Control	7.75	WEEKS	\$3,280.00	\$25,420

**SUB-TOTAL: TEMPORARY UTILITIES \$78,709**

**ATTACHMENT 2**

**GUARANTEED MAXIMUM PRICE**

Pre-Construction Services	\$	8,000.00
Amendment 1 - Construction GMP	\$	6,821,619.00
Total Adjusted GMP (Pre-Construction Fees + Amendment 1)	\$	6,829,619.00



CK McClatchy High School  
HVAC & Servery Modernization  
Guaranteed Maximum Price

February 9, 2024

#	Description	Base Price	BREAKOUTS	
			BO #1 HVAC Replacement	BO #2 Servery Modernization
	<b>GENERAL</b>	\$149,018	\$99,842	\$49,176
GEN1	Temporary Facilities	\$51,129	\$34,256	\$16,873
GEN2	Hoisting	\$19,180	\$12,851	\$6,329
GEN3	Temporary Utilities	\$78,709	\$52,735	\$25,974
	<b>DEMOLITION / OFF-SITE INFRASTRUCTURE</b>	\$86,016	\$0	\$86,016
3	Selective Demolition	\$39,427	\$0	\$39,427
4	Abatement	\$46,589	\$0	\$46,589
	<b>STRUCTURE</b>	\$148,159	\$25,778	\$122,381
31	Misc. Rough Carpentry	\$148,159	\$25,778	\$122,381
	<b>ENCLOSURE</b>	\$140,460	\$63,450	\$77,010
46	Membrane Roofing	\$63,450	\$63,450	\$0
51	Cement Plaster (Stucco)	\$13,100	\$0	\$13,100
54	Specialty Doors	\$63,910	\$0	\$63,910
	<b>INTERIOR FINISHES</b>	\$771,763	\$182,738	\$589,025
56	Doors, Frames, & Hardware	\$47,045	\$0	\$47,045
60	Metal Framing & Drywall	\$265,663	\$21,493	\$244,170
61	Painting	\$52,960	\$16,650	\$36,310
62	Acoustical Ceilings, Metal Wall & Ceiling Panels	\$193,491	\$99,595	\$93,896
64	Tile	\$46,505	\$0	\$46,505
65	Resilient & Sheet Flooring	\$113,599	\$0	\$113,599
70	Final Clean Requirements	\$52,500	\$45,000	\$7,500
	<b>SPECIALTIES</b>	\$18,940	\$0	\$18,940
72	Building Signage	\$18,940	\$0	\$18,940
	<b>EQUIPMENT</b>	\$316,200	\$0	\$316,200
85	Kitchen Equipment	\$316,200	\$0	\$316,200
	<b>MEP SYSTEMS</b>	\$3,127,858	\$2,745,401	\$382,457
98	Plumbing Systems	\$173,000	\$130,500	\$42,500
100	HVAC & Controls Systems	\$2,515,200	\$2,423,500	\$91,700
103	Electrical & Low Voltage Systems	\$439,658	\$191,401	\$248,257
<b>Subtotal</b>		<b>\$4,758,414</b>	<b>\$3,117,209</b>	<b>\$1,641,205</b>
<b>CONTINGENCIES &amp; ALLOWANCES</b>		<b>SUB TOTAL</b>		
3.0%	LLB Construction Contingency	\$142,753	\$93,516	\$49,237
3.0%	Owner Contingency	\$142,753	\$93,516	\$49,237
LS	Allowance #1: Branch Piping for UVs per HVAC RFI #2	\$460,304	\$460,304	\$0
LS	Allowance #2: School Department Requests	\$400,000	\$400,000	\$0
<b>Subtotal</b>		<b>\$5,904,224</b>	<b>\$4,164,545</b>	<b>\$1,739,679</b>
<b>RATE</b>		<b>GENERAL CONDITIONS</b>	<b>SUB TOTAL</b>	<b>SUB TOTAL</b>
LS	General Conditions	\$385,000	\$257,950	\$127,050
<b>Subtotal</b>		<b>\$6,289,224</b>	<b>\$4,422,495</b>	<b>\$1,866,729</b>
<b>RATE</b>		<b>INSURANCE, BONDS, AND BUILDERS RISK</b>	<b>SUB TOTAL</b>	<b>SUB TOTAL</b>
1.20%	General Liability	\$81,860	\$57,565	\$24,295
1.50%	Subcontractor Default Insurance	\$88,564	\$62,468	\$26,096
0.78%	Payment and Performance Bond	\$53,209	\$37,417	\$15,792
LS	Builders Risk Insurance	\$15,008	\$10,554	\$4,454
<b>Subtotal</b>		<b>\$6,527,865</b>	<b>\$4,590,499</b>	<b>\$1,937,366</b>
<b>RATE</b>		<b>CONTRACTOR'S FEE</b>	<b>SUB TOTAL</b>	<b>SUB TOTAL</b>
4.50%	Developer's Fee	\$293,754	\$206,572	\$87,182
<b>GMP Total</b>		<b>\$6,821,619</b>	<b>\$4,797,071</b>	<b>\$2,024,548</b>

**BASIS OF GMP***SCUSD CK McClatchy HVAC & Seryery Modernization*

February 9, 2024



The Basis of GMP is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Guaranteed Maximum Price (GMP) for the Sacramento City Unified School District CK McClatchy HVAC & Seryery Modernization Project in Sacramento, California. This GMP is based on CORE's incorporation of the scope shown on the documents listed in the Enumeration of Documents and the scope clarifications below.

**Assumptions, Clarifications, & Exclusions****SCHEDULE**

This GMP is based upon performance of the work per the enclosed Preliminary Construction Schedule, which is an integral part of this GMP Package.

**Schedule Clarifications:**

- Building permits are to be procured by the Client and in hand prior to CORE Construction mobilizing on site. CORE shall be granted an extension of time for delays resulting from not having approved documents in place on the anticipated start dates reflected in the attached schedule.
- Any work required by the City, County or other municipality not currently shown or identified in the contract documents is not included in the GMP costs and schedule.
- CORE assumes that all SCUSD items in the Seryery, Cafeteria, and Storage Room, including POS, serving stations, tables, and other miscellaneous items will be removed by SCUSD personnel prior to March 27, 2024.
- Owner furnished equipment is to be delivered to the site per the contract schedule. CORE shall be granted an extension of time for delays resulting from late deliveries of owner furnished equipment.
- Microsoft Project Professional for Office 365 will be used as the schedule management program and updated monthly.

**Weather:**

The following table represents a mutual understanding of the number of reasonable days of adverse weather per month where no weather dependent construction activities may occur due to unworkable field conditions. CORE has assumed the risk to make up for lost days per month in accordance with this table. Construction Contingency may be used for overtime/premium costs to make up for lost days relative to this table. CORE shall be granted an extension of time for delays resulting from additional lost days per calendar month beyond what is illustrated in the table in the GMP Proposal. The lost days illustrated in this schedule are per calendar month and shall not accrue from month to month.

(Northern California – Sacramento County)

Month	Number of Reasonably Anticipated Days of Adverse Weather Per Month	Average Precipitation
March	7	3.2
April	4	1.6
May	2	0.9
June	0	0.3
July	0	0.0
August	0	0.1



**BASIS OF GMP***SCUSD CK McClatchy HVAC & Server Modernization*

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September	0	0.4
October	2	1.3
November	5	2.5
December	7	4.3

CORE considers soil conditions that are unsuitable for heavy equipment operation to be adverse weather days. Mud, fog, wind, ice, standing water, saturated wood framing, flooded areas, and/or other residual weather conditions may also result in weather days.

**Cost Clarifications**

This GMP is based on 2024 Prevailing Wage Rates and includes California sales tax. The value provided in the GMP includes all direct and indirect construction costs but does not include typical project "soft costs". These costs include, but are not limited to design professional fees, demo permits, building permits, plan review fees, utility connection fees other than for temporary utilities, land acquisition costs, "loose" furniture, fixtures, and equipment (FF&E), special inspections, commissioning agent services, etc.

**MATERIALS ECONOMIC IMPACTS**

The parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment, or products between the date of this contract and the time when the job is ready for the installation of the affected material, the amount of this contract shall be increased to reflect the additional cost to obtain the materials, provided that the Contractor gives the Owner written notice and documentation of the increased costs.

**CONTINGENCIES**

- **Lease-Lease Back Construction Contingency** – LLB Construction Contingency is included in this proposal and is intended to be used at CORE's discretion to cover costs that have not been completely identified as trade specific scope on the GMP setting documents may require further clarification or coordination. These costs include, but not limited to, scope gap, coordination issues between trades, potential overtime, missed general requirements, and missed scope during the bidding process. The LLB Construction Contingency is not intended to account for design revisions or additional scope requests by the design / owner during construction.
- **Owner Project Contingency** – Owner Project Contingency is included in this GMP. Owner Project Contingency is intended to be used at the Owner's discretion to cover unforeseen conditions, design revisions, errors/omissions and/or additional scope requests made by the owner and/or design team.

**ALLOWANCES**

- **Allowance #1 Branch Piping for 52 UVs per HVAC RFI #2** – Due to circumstances beyond CORE's control and not directly associated with scope definable by the plans and specifications, CORE recommends that the District carry additional funds as an Allowance. This value was generated by utilizing a unit cost of \$8,852

**BASIS OF GMP**

SCUSD CK McClatchy HVAC &amp; Servery Modernization

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per UV (52 total). Further due diligence is required by the team to create a final, definable scope and cost that can be confirmed into the contract price. If the actual cost of the scope is greater than the allowance amount, the school district will be responsible for the remaining costs. If the actual costs are less than the allowance amount, the unused funds will be returned to the school district per the terms of the contract.

- **Allowance #2 School Department Requests** – This allowance includes all requests by the school district for school maintenance and the temporary servery, and includes temporary ADA ramp at the kitchen, stripping/waxing VCT in all of the school, temporary power and storage for the EV food trucks, temporary cold storage, event tent, and temporary stanchions. These costs are not required by CORE to complete the project as defined by the plans and specifications. If the actual cost of the scope is greater than the allowance amount, the school district will be responsible for the remaining costs. If the actual costs are less than the allowance amount, the unused funds will be returned to the school district per the terms of the contract.

**HOURLY RATES**

The following agreed to hourly rates will be used as defined in Exhibit C, Section 2.1.3, of the Owner-LLB Facilities Lease Agreement. The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<b>Project Management:</b>		
Director of Operations	195	-
Sr. Project Manager	135	-
Project Manager	125	-
Asst. Project Manager	110	-
MPE/BIM Manager	125	-
Project Accountant	92	-
Contract Administrator	92	-
Construction Coordinator	92	-
Certified Payroll	92	-
Intern	40	60
<b>Field Operations:</b>		
General Superintendent	165	-
Sr. Superintendent	142	-
Superintendent	130	-
Asst. Superintendent	110	-
Carpenters	108	162
Water Truck Driver	110	165
Laborers	82	123

## **BASIS OF GMP**

*SCUSD CK McClatchy HVAC & Server Modernization*

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## **Assumptions & Exclusions**

### **GENERAL ASSUMPTIONS**

- This GMP is considered lump sum, not line itemed. Scope values are provided for transparency and as a contract schedule of values. Any line-item cost variances will be carried across the duration of the entire project and the net savings (if any) will be split with the Owner per the terms of the contract at final completion. Costs for any individual line items are not guaranteed within this GMP, but rather the bottom-line cost of the GMP. Any cost savings from any individual line items will be offset against possible overruns of any other line items throughout the duration of the project.
- CORE will coordinate the work with the Owner's contractors and agencies, for example PG&E, AT&T, SMUD, Sacramento Area Sewer District, California American Water, etc., with their respective scopes as it pertains to this project. The Owner will provide direction related to any conflict. The project schedule has been developed assuming these contractors/agencies will be able to meet all required scheduled installation and/or utility turn-on dates and these dates will be communicated through the Owner. Any costs due to changes made by the permitting agencies after submission of the estimate are subject to change.
- CORE does not warrant or guarantee that the Contract Documents comply with Authorities Having Jurisdiction (AHJ), or local regulations or requirements. This is the responsibility of the Architect and Engineers, and we assume all requirements have been incorporated into the Contract Documents.
- Normal shrinkage cracking of all cementitious material, such as slabs, concrete walls, fully grouted CMU walls, etc. is expected and shall not be cause for removal or replacement of structurally sound slabs.
- The Proposal includes a lump sum amount for general conditions and general requirements costs. Project staffing and general conditions/requirement costs will be paid monthly as a lump sum per approved billing schedule. General conditions are based on 7 months.
- The Proposal includes a lump sum fixed amount and percentage of the Proposal value for insurances, builder's risk, performance and payment bonds. Cost of bonds and insurances will be billed 100% according to the approved billing schedule and included with the first month billing after NTP. Insurances and bonds may need to cover the entire projected estimate of the project and financially reconcile at the end of the project.
- The Proposal includes Subcontractor Default Insurance (SDI) or Performance/Payment Bonds of all the Trade Contractors work at a percentage of the direct costs. Lump sum cost of SDI/Bonds will be billed 100% according to the approved billing schedule and included with the first month billing after NTP.
- The lease payment value shall be 3% of the GMP value and amortization at 1% over 12-months post construction. The lease payment value shall be withheld during construction as a separate schedule of value line item and shall represent the required 5% retention. Therefore, no other retention will be withheld at each progress billing. The District shall exercise an early buy-out of the entire lease payment value after 90 calendar days after substantial completion.

### **SPECIFIC EXCLUSIONS**

- Typical Project "Soft Costs" unless otherwise specified. These include, but are not limited to: design professional costs, permits and fees, utility connection charges other than for temporary utilities, land acquisition, legal fees, equipment and furnishings, etc.

## **BASIS OF GMP**

SCUSD CK McClatchy HVAC & Server Modernization  
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- Power company / communication companies (telephone / internet) / gas company costs.
- Servers, equipment, etc.
- Testing and inspection services of special inspectors.
- Services of a commissioning agent.
- Salvaging and relocation of any existing equipment or furnishings, unless otherwise specified.
- OCIP. This is listed as required in specification 00 11 16 Notice to Bidders, section 14.
- Inspector and CM trailer and field office costs.

## **Scope-Specific Clarifications**

CORE Construction's GMP is based upon plans and specifications as itemized in attached Enumeration of Documents, with the following Scope-Specific Assumptions and Clarifications.

### **STRUCTURE**

#### **031 – MISC. ROUGH CARPENTRY**

- Includes replacement of 10% of sleepers between structural floor sheathing and new Sturd-I-Floor sheathing in the Cafeteria.

### **ENCLOSURE**

#### **046 – MEMBRANE ROOFING**

- Roofing reinstallation includes 1" rigid insulation, 1/2" DensDeck Prime cover board, and Tremco 60 mil TPA flashing.

#### **054 – SPECIALTY DOORS**

- Overhead door weight is 1200 lbs, which exceeds the 600 lb maximum weight noted in Servery RFI #1.

### **INTERIOR FINISHES**

#### **060 – METAL FRAMING & DRYWALL**

- Excludes drywall shop drawings.

#### **062 – ACOUSTICAL CEILINGS, METAL WALL & CEILING PANELS**

- Includes 150 new ceiling tiles for use in classrooms (assumes 10% of 1500 ceiling tiles that are removed/replaced will break or require replacement).

#### **065 – RESILIENT FLOORING**

- Excludes vapor barrier over soils in crawl space under new resilient flooring. This is recommended by the flooring subcontractor.

### **EQUIPMENT**

#### **085– KITCHEN EQUIPMENT**

- Includes offloading of OFCI kitchen equipment. Assumes that OFCI kitchen equipment will be delivered by a truck with a lift gate.
- The specified manufacturer Multiteria requires a 50% deposit.

## **BASIS OF GMP**

*SCUSD CK McClatchy HVAC & Server Modernization*  
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### **MEP SYSTEMS**

#### **098 – PLUMBING SYSTEMS**

- Assumes that the existing floor sinks in Servery will remain.

#### **100 – HVAC & CONTROLS SYSTEMS**

- Excludes Outside Air and Return Air motorized dampers for UVs. It is assumed that the Outside Air and Return Air motorized dampers are integral to the UVs.
- Duct cleaning is included in the construction areas only per plans and does not include the entire school per specifications.
- Microbial sampling per specification section 23 05 15 3.02 is excluded.
- Excludes mechanical curbs, curb insulation, clips, and gasketing.

#### **103 – ELECTRICAL & LOW VOLTAGE SYSTEMS**

- Includes \$5,000 for the LED lights at perimeter of "M" signage per 4/A-561 because a specification for these lights has not been provided..
- Assumes that the disconnects for the OFCI condensing units are integral to the units.
- Assumes that the new keyed switches for the EVs will be installed in the existing location and pathway.

### **END OF BASIS OF GMP**

**ATTACHMENT 3 SCHEDULE OF LEASE PAYMENTS**

**Amortization Schedule**

Loan Amount: \$250,000.00  
 Interest: 1.00% Annual  
 Term in Months 12.00  
 Payment Frequency Monthly

<b><u>Payment</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Principal Payment</u></b>	<b><u>Interest Payment</u></b>	<b><u>Balance</u></b>
1	20,946.35	20,738.02	208.33	229,261.98
2	20,946.35	20,755.30	191.05	208,506.68
3	20,946.35	20,772.60	173.76	187,734.08
4	20,946.35	20,789.91	156.45	166,944.17
5	20,946.35	20,807.23	139.12	146,136.94
6	20,946.35	20,824.57	121.78	125,312.37
7	20,946.35	20,841.93	104.43	104,470.44
8	20,946.35	20,859.29	87.06	83,611.15
9	20,946.35	20,876.68	69.68	62,734.47
10	20,946.35	20,894.07	52.28	41,840.40
11	20,946.35	20,911.49	34.87	20,928.91
12	20,946.35	20,928.91	17.44	0.00
<b>Totals</b>	<b>251,356.20</b>	<b>250,000.00</b>	<b>1,356.25</b>	



SCUSD CK McClatchy HVAC and Servery

ID	Task Name	Duration	Start	Finish	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025
0	SCUSD CK McClatchy HVAC and Servery	219 d	Mon 1/29/24	Fri 12/6/24					
2	OFCI Mechanical Equipment Procurement	134 d	Mon 1/29/24	Wed 8/7/24					
4	AHU Curb Delivered to Site	0 d	Mon 1/29/24	Mon 1/29/24	1/29				
8	Issue LOI's	1 d	Mon 2/12/24	Mon 2/12/24					
7	Multi-Zone Units Delivered to Site	0 d	Fri 2/23/24	Fri 2/23/24	2/23				
5	AHU Delivered to Site	0 d	Fri 3/15/24	Fri 3/15/24	3/15				
3	Unit Ventilators Delivered to Site	12 d	Mon 7/8/24	Tue 7/23/24					
6	Chillers Delivered to Site	0 d	Wed 8/7/24	Wed 8/7/24			8/7		
9	Procurement	148 d	Tue 2/13/24	Tue 9/10/24					
11	Procure Submittals	48 d	Tue 2/13/24	Thu 4/18/24					
32	Submittal Review	53 d	Tue 2/20/24	Thu 5/2/24					
10	Execute Subcontracts	5 d	Fri 3/15/24	Thu 3/21/24					
53	Procure Materials	120 d	Fri 3/22/24	Tue 9/10/24					
1	Notice To Proceed	0 d	Fri 3/15/24	Fri 3/15/24	3/15				
76	Construction	113 d	Mon 3/25/24	Tue 9/3/24					
121	Servery Modernization	113 d	Mon 3/25/24	Tue 9/3/24					
122	Spring Break Starts	0 d	Mon 3/25/24	Mon 3/25/24	3/25				
123	Owner Move Out	2 d	Tue 3/26/24	Wed 3/27/24					
124	Demolition	14 d	Tue 3/26/24	Fri 4/12/24					
131	Interior	85 d	Fri 5/3/24	Tue 9/3/24					
85	HVAC Replacement	54 d	Mon 6/10/24	Fri 8/23/24					
97	Chillers & Pumps	43 d	Mon 6/10/24	Thu 8/8/24					
86	Last Day of School 23/24	0 d	Thu 6/13/24	Thu 6/13/24			6/13		
87	Controls	38 d	Thu 6/13/24	Tue 8/6/24					
100	Rooftop Equipment (AHU, MZ 1, & MZ 2)	14 d	Thu 6/13/24	Tue 7/2/24					
106	Interior UV's	43 d	Thu 6/13/24	Tue 8/13/24					
115	Equipment & Start-Up	13 d	Wed 8/7/24	Fri 8/23/24					
114	Staff Returns for Fall '24 Semester	0 d	Fri 8/23/24	Fri 8/23/24				8/23	
120	HVAC Scope Substantial Completion	0 d	Fri 8/23/24	Fri 8/23/24					8/23
160	Substantial Completion	0 d	Fri 8/23/24	Fri 8/23/24					8/23
163	Complete Punch List	10 d	Mon 8/26/24	Mon 9/9/24					
161	Thanksgiving Break	0 d	Mon 12/2/24	Mon 12/2/24					12/2
162	Install Mechanical Room Pumps	5 d	Mon 12/2/24	Fri 12/6/24					

Task Summary Deadline Progress

Milestone Project Summary Critical