



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

**Meeting Date:** April 10, 2025

**Subject:** 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):** Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

**Documents Attached:**

1. Entitlements, and Other Income Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Recommended Bid Awards – Facilities Projects

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

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

Tina Alvarez Bevins, Contract Analyst

**Approved by:** Lisa Allen, Superintendent

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

<u>Contractor</u>	<u>New Item</u>	<u>Amount</u>
<b><u>CHARLES A. JONES SKILLS CENTER</u></b>		
EmpowerTO Inc dba Techedify A24-00284	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 Admin Fee paid to CAJ, \$5 paid to CAJ for each eligible student that completes workshop
Period: 3/3/25 – 12/14/25 Description: Agreement to Partner with Techedify to provide Digital Community Outreach Workshops at Charles A. Jones Career and Education Center.		
<b><u>CHARLES A. JONES SKILLS CENTER</u></b>		
Dr. Mimi Sato A24-00285	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 3/27/25 – 6/30/28 Description: MOU for educational program for the instruction of "Student Trainees" as required internship experience with Dr. Sato in the Medical Assistant profession as requested by Charles A. Jones Career and Education Center.		
<b><u>CHARLES A. JONES SKILLS CENTER</u></b>		
Gold River Pediatric Group A24-00240	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 3/27/25 – 6/30/26 Description: MOU for required internship experience for qualified Medical Assistant professions as requested by Charles A. Jones Career and Education Center.		
<b><u>SACRAMENTO CITY UNIFIED SCHOOL DISTRICT</u></b>		
Shutterfly Lifetouch LLC A25-00004	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	15% back on Shutterfly Storefront 10% Fall Commissions
Period: 3/26/25 – 3/25/26 Description: Agreement for exclusive school photography services at all SCUSD schools includes secured District portal access for student file photo updates.		

## **APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

<u>SITE/DEPT</u>	<u>ITEM</u>
Facilities Support Services New Joseph Bonnheim	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
ITEMS	STATUS: The District has determined these items are not repairable nor usable.
*Portable Room 35'x40' (1 each) *Portable Room 24'x40' (2 each)	
Chromebooks (19 each) Laptops (51 each) Printers (13 each) Projectors (13 each) Monitors (2 each) Misc.-mice/keyboards (6 each)	

TOTAL VALUE
*\$1,500.00
\$0.00
DISPOSAL METHOD
*Government Auction
e-Waste

RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546

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

**Bid No:** 0183-470 Joseph Bonnheim Playground

Bids received: 2:00 pm, March 20, 2025

Recommendation: Award to: Lamon Construction

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Lamon Construction	Yuba City, CA	\$1,866,700
Joe's Landscaping & Concrete	Newman, CA	\$2,453,000

**Bid No:** 0146-470 Isador Cohen Playground

Bids received: 2:00 pm, March 20, 2025

Recommendation: Award to: Martin General

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Martin General Engineering	Rancho Cordova, CA	\$1,070,400
Joe's Landscaping & Concrete	Newman, CA	\$1,488,000

Memorandum of Understanding  
Between  
Sacramento City Unified School District  
And  
EmpowerTO, Inc, dba Techedify

Sacramento City Unified School District ("District") and Techedify ("Organization"), collectively referred to as "the Parties," hereby enter into this Memorandum of Understanding ("MOU") for program services effective on March 03, 2025 ("Effective Date"), with respect to the following recitals.

RECITALS

Whereas District desires to partner with Techedify to provide Digital Community Outreach Workshops at Charles A. Jones Career and Education Center ("CAJ") located at 5451 Lemon Hill Ave. Sacramento, CA 95824 during the term of this MOU;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Roles and Responsibilities

A. Organization shall:

- a. Provide all instruction for the workshops at CAJ's designated classroom space. Workshops will initially be held two days per week, offering morning and evening sessions, with the potential to expand as participation increases.
- b. Manage Registration: Maintain an online registration system, ensuring all sign-ups occur digitally. On-site paper registration forms will be available and emailed to Justin@techedify.com for processing. The online registration page will be updated to display remaining seats available for each workshop.
- c. Handle Advertising & Outreach: Promote the workshops across all Sacramento service areas, including Rosemont, Lemon Hill, Fruitridge Pocket, and other target communities (12 in total, each with a goal of 150 participants). Techedify will also advertise CAJ's programs as part of outreach efforts.
- d. Provide Secure Equipment Storage: Store computers on-site in a secure lockbox, ensuring they are accessible for workshop use while maintaining security.
- e. Support Charles A. Jones Career & Education Center: Adjust any registration processes or outreach strategies to align with CAJ's needs, simplifying collaboration.

B. District shall:

- a. Provide Classroom Space: Offer a dedicated space for Techedify's digital community outreach workshops.
- b. Assist with Promotion & Outreach: Distribute flyers and advertise the workshops.
- c. Facilitate On-Site Registration: Allow community members to fill out sign-up sheets on-site and assist with emailing completed forms to Techedify.
- d. Provide Secure Storage for Equipment: Designate a secure storage location for Techedify's locked computer cart.

2. Payment. Techedify shall pay CAJ a one-time Administrative Fee of Five-Hundred Dollars (\$500.00) within thirty (30) days of the execution of this MOU.

- Incentive Payment: Techedify shall pay CAJ Five Dollars (\$5.00) per eligible member that registers and successfully completes the workshop requirements.
- The District shall not have any financial obligation to Techedify during the life of this MOU.

3. Term and Termination. The term of this MOU shall be from March 03, 2025 and continue through December 14, 2025. Either Party may terminate this MOU without cause with delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

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

If to Organization:  
EmpowerTO, Inc. dba Techedify  
Attn: Michael Jett  
2971 Plaza Del Amo  
Unit 288  
Torrance, CA 90503

Notice shall be deemed given when received by Party, or no later than three days after the day of mailing, whichever is sooner. In the event of such termination by the District, the Organization shall not have any further financial obligation to the District other than stated in Article 2.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Organization; (b) any act by the Organization exposing the District to liability to others for personal injury or property damage; or (c) the Organization confirms its insolvency or is adjudged a bankrupt. Ten (10) calendar days after service of such notice, this MOU shall cease and terminate.

4. Independent Status. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
5. 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.

Pursuant to Education Code §45125.1, Organization shall provide a complete list to the District of all individuals cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Organization has no information that any of the individuals who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ. Organization shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Organization shall, within 24 hours, notify the District of such arrest notification and prohibit the individual from having any further contact with any pupil(s) of the District until such time as the individual's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an individual is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Organization agrees to provide a replacement within 15 days of receiving notification that the previous individual has been disqualified.

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

Failure to adhere to the terms of this provision is grounds for termination of the MOU.

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

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

7. 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.

I. Workers’ Compensation and Employers’ Liability. Organization shall maintain Workers’ Compensation Insurance with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Vendor shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District.

8. Confidential Records and Data. Organization shall not disclose confidential records received from the District, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code § 49060, et seq. Techedify shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District, unless compelled by law. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records

9. Entire Agreement. This MOU contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this agreement that are not fully

expressed in this MOU. This MOU 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 MOU.

10. Nondiscrimination. Any service provided by the parties pursuant to this MOU 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.
11. 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 MOU shall be deemed to be incorporated herein.
12. Amendments. The terms of this MOU shall not be amended in any manner except by written agreement signed by the Parties.
13. Execution in Counterparts. This MOU 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.
14. Authority. Each party represents that they have the authority to enter into this MOU and that the undersigned are authorized to execute this MOU.

IN WITNESS THEREOF, the Parties have caused this agreement to be executed.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**TECHEDIFY**

Signed by:  
By: Janea Marking  
D2972921888C416  
Janea Marking  
Chief Business Officer

By: Michael Jett  
Michael Jett  
VP, Growth and Development

03/26/2025

February 27, 2025

Date

Date

**AGREEMENT FOR TRAINING  
BETWEEN  
Dr. Mimi K. Sato-Re MD Medical  
AND  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Charles A. Jones Career and Education Center**

THIS AGREEMENT is made and entered into by and between **Mimi K. Sato-Re MD Medical**, herein called "Contractor", and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, Charles A. Jones Career and Education Center, a political subdivision of the State of California, herein called "District

**Recitals**

- A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at 5735 47th Avenue, Sacramento, California.
- B. The District has an approved educational program for the instruction of SUPERVISOR, herein referred to as "Student Trainees," which requires internship experience at **Mimi K. Sato-re MD Medical**. The Contractor maintains a Business, which can furnish the appropriate experience and facilities.
- C. It is to the benefit of Student Externs/Interns that they be permitted to use the facilities of contractor, for their learning experience.
- D. It is to the benefit of Contractor to participate in the education of a future supply of qualified Medical Assistant professionals for itself and surrounding communities. This affiliation permits Contractor to more fully utilize and develop its community resources.

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

**1. GENERAL INFORMATION**

- A. Both the Contractor and District agree not to discriminate in the selection or acceptance of any Student Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
- B. Acceptance into student trainee programs offered by Contractor does not denote any promise of future employment. Contractor may employ those Student Trainees who have completed and have shown skills and behavior that qualifies them for employment.
- C. Each Student Trainee participating under the terms of this Agreement shall be enrolled at the District for academic credit.
- D. Each Student Trainee will be subject to policies, rules, and regulations of Contractor while on duty at Contractor's site.
- E. The District and Contractor each reserve the right to refuse to accept or to terminate assignment of any Student Trainee participating under the terms of this Agreement for any cause. A statement of reasons for refusal or termination will be provided to the affected institution.



## 2. CONTRACTOR PERFORMANCE

Contractor will:

- A. Designate a staff member to coordinate Student Trainee schedule and activities at Contractor's premises, and to act as liaison with District. The name of the Program Coordinator shall be provided to District's Program Coordinator.
- B. Provide experience and observational opportunities at Contractor's premises to Student Trainee. The selection of projects for Student Trainee experience will be made only by Contractor. **Dr. Mimi K. Sato-Re MD Medical**, Staff and managers, with District instructor's support, shall supervise student Trainees.
- C. Not provide transportation. Students shall provide their own transportation.
- D. Not decrease the normal complement of its staff as a result of the assignment of students.
- E. Limit the number of Student Trainees, have final selection rights, and provide periodic evaluations and progress reports to the District of each Student Intern.
- F. Permit, upon reasonable notice, its office facilities to be inspected by agents charged with the responsibility for accreditation of the District, such inspection being limited to the scope necessary for accreditation of the District.
- G. Provide an orientation seminar to each participant.

## 3. DISTRICT PERFORMANCE

District will:

- A. Designate a staff member to coordinate Student Trainee schedules and activities at Contractor's premises and to act as liaison with Contractor. The name of the Program Coordinator shall be provided to Contractor's Program Coordinator.
- B. Provide the names of Student Trainees to be assigned to Contractor's Program Coordinator sufficiently in advance of the start of this program for scheduling of Student Interns. The District shall assign only properly prepared and qualified Student Interns to Contractor. Student Trainees' schedules shall mutually be determined by District and Contractor.
- C. Require its Student Trainees to conform to Contractor's dress policy, and to be responsible for laundry except when Student Trainees are assigned to services for which Contractor requires and furnishes a special uniform.
- D. Inform each Student Trainee that he/she shall not: (a) drive or ride in Contractor's vehicle; (b) drive on behalf of Contractor or District; or (c) transport any products, persons, supplies or materials by automobile, truck or van or in any way use vehicles in the course and scope of the terms of this Agreement.
- E. Inform each Student Trainee of each provision of this Agreement, and make its best efforts to ensure that each Student Intern understands and complies with each provision of this Agreement.
- F. Instruct each Student Trainee regarding office emergency procedures.
- G. Provide the Contractor with written assurance that each student has had a physical examination within the past twelve months, has been tested and has obtained a negative result on the TB skin/chest x-ray test, has been immunized for diphtheria, tetanus, varicella, rubella, rubeola (or has positive rubella and rubeola titers), and hepatitis B (or has signed waiver for non-compliance with hepatitis B)
- H. Conduct criminal background screening of all students assigned to Contractor. No students engaging in any patient care or having access to confidential or proprietary records and information shall be permitted in any instance in which student has been convicted of a felony offense. Students having conviction(s) for misdemeanor offenses shall only be assigned to Hospital upon the full and complete disclosure of same by School, and express consent of Hospital for student assignment to Hospital.

## 4. FINANCIAL OBLIGATIONS

Neither party has any financial obligation to the other party under the terms of this Agreement.

## **5. INSURANCE AND INDEMNIFICATION**

The District and Contractor shall maintain in full force and effect during the full term of this agreement the following insurance or equivalent program of self-insurance:

- A. Commercial or comprehensive general liability insurance with a combined single limit, each occurrence, for bodily and property damage not less than \$1,000,000, with an annual aggregate limit not less than \$3,000,000.
- B. The District shall secure and maintain, for student interns working in the clinical portion of the program at Contractor, professional liability insurance in the amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Said insurance will remain in effect so long as the student intern remains a participant in the program.
- C. Contractor and the District shall each maintain worker's compensation insurance for their own employees, as required under state law; such insurance shall include employer's liability with a limit not less than \$2,000,000 for each occurrence.

Contractor shall defend, indemnify and hold District, its officers, employees, trainees 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 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 Contractor, its officers, employees, students or agents. District shall defend, indemnify and hold Contractor, its officers, employees, students, 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 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 the District, its officers, employees, trainees, students or agents.

## **6. STUDENT STATUS**

In reference to Workers' Compensation Insurance, it is understood that:

- A. Contractor is responsible only for the actions of its respective officers, agents, employees;
- B. District is responsible only for the actions of its officers, agents, employees, and students;
- C. Students assigned to Contractor are not employees of Contractor or members or employees of Contractor's organized staff.
- D. Contractor does not assume any liability as a result of damages or injuries, which arise from participants traveling to or from Contractor's premises.

## **7. PERIOD OF AGREEMENT**

This Agreement becomes effective upon final execution and terminates until June 30, 2028 or unless earlier terminated, and may be renewed annually by mutual written consent at the end of its agreed period.

## **8. TERMINATION**

Either party upon giving thirty days written notice may terminate the Agreement. Notice shall be deemed given when received by Contractor or District, or no later than three days after the day of mailing, whichever is sooner.

## **9. NOTICES**

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

### **DISTRICT:**

SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT  
5735 47th Avenue  
Sacramento, California 95824

### **CONTRACTOR:**

Dr. Mimi K. Sato MD Medical  
1216 Suncast Lane suite 1  
El Dorado Hills, California 95762  
(916) 292-9777

## **10. ENTIRE AGREEMENT**

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

## **11. ATTORNEY'S FEES**

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.

## **12. SEVERABILITY**


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

### 13. CALIFORNIA

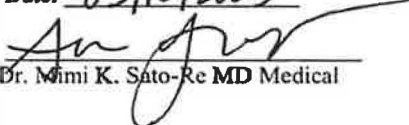
This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

Executed at Sacramento, California, on the day and year as noted below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Signed by:  
  
By D2972921888C416  
Date: 03/26/2025

**Ja.nea. Marking**  
**Chief Business Officer**

By: Anna Yang  
Date: 03/12/2025  
  
Dr. Mimi K. Sato-Re MD Medical

**Mimi K. Sato-Re, MD.**  
**1216 Suncast Lane, Suite 1**  
**El Dorado Hills, CA 95762**



40 0075831 5.70 52 13950431

<b>CERTIFICATE OF INSURANCE</b>		Issue Date: 11/12/2024	
Effective Date: 01/14/2025		<b>A Claims-Made Professional Liability Policy</b>	
First Named Insured: <b>Mimi K Sato-Re MD</b> <b>1216 Suncastr Lane, Suite 1</b> <b>El Dorado Hills, CA 95762</b>		<b>IMPORTANT NOTICE:</b> This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.	
Insured: <b>Mimi K Sato-Re MD</b>			
Specialty: <b>FGP02 - Family General Practice Min Surg No OB</b>			
Policy Number:		Policy Period:	
<b>0075831</b>		<b>From: 01/14/2025 To: 01/14/2026</b>	
Retroactive Date:		Departure Period:	
<b>07/01/1998</b>		<b>From: N/A To: N/A</b>	
The Insured above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Insured		Agency and Address: <b>O'Brien Insurance Services, Inc.</b> <b>454 Las Gallinas Avenue, Suite 179</b> <b>San Rafael, CA 94903</b> <b>(800) 553-9293</b>	
<b><u>LIMITS OF LIABILITY</u></b>			
Claim Limit:		<b>\$1,000,000</b>	
Aggregate Limit:		<b>\$3,000,000</b>	

- I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.
- VI. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

**AGREEMENT FOR TRAINING  
BETWEEN  
Gold River Pediatric Group  
AND  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Charles A. Jones Career and Education Center**

THIS AGREEMENT is made and entered into by and between **Gold river Pediatric Group**, herein called "Contractor", and the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, Charles A. Jones Career and Education Center**, a political subdivision of the State of California, herein called "District

**Recitals**

- A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at 5735 47th Avenue, Sacramento, California.
- B. The District has an approved educational program for the instruction of SUPERVISOR, herein referred to as "Student Trainees," which requires internship experience at **Gold River Pediatric Group**. The Contractor maintains a Business, which can furnish the appropriate experience and facilities.
- C. It is to the benefit of Student Externs/Interns that they be permitted to use the facilities of contractor, for their learning experience.
- D. It is to the benefit of Contractor to participate in the education of a future supply of qualified Medical Assistant professionals for itself and surrounding communities. This affiliation permits Contractor to more fully utilize and develop its community resources.

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

**1. GENERAL INFORMATION**

- A. Both the Contractor and District agree not to discriminate in the selection or acceptance of any Student Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
- B. Acceptance into student trainee programs offered by Contractor does not denote any promise of future employment. Contractor may employ those Student Trainees who have completed and have shown skills and behavior that qualifies them for employment.
- C. Each Student Trainee participating under the terms of this Agreement shall be enrolled at the District for academic credit.
- D. Each Student Trainee will be subject to policies, rules, and regulations of Contractor while on duty at Contractor's site.
- E. The District and Contractor each reserve the right to refuse to accept or to terminate assignment of any Student Trainee participating under the terms of this Agreement for any cause. A statement of reasons for refusal or termination will be provided to the affected institution.

## 2. CONTRACTOR PERFORMANCE

Contractor will:

- A. Designate a staff member to coordinate Student Trainee schedule and activities at Contractor's premises, and to act as liaison with District. The name of the Program Coordinator shall be provided to District's Program Coordinator.
- B. Provide experience and observational opportunities at Contractor's premises to Student Trainee. The selection of projects for Student Trainee experience will be made only by Contractor. **Gold River Pediatric Group**, Staff and managers, with District instructor's support, shall supervise student Trainees.
- C. Not provide transportation. Students shall provide their own transportation.
- D. Not decrease the normal complement of its staff as a result of the assignment of students.
- E. Limit the number of Student Trainees, have final selection rights, and provide periodic evaluations and progress reports to the District of each Student Intern.
- F. Permit, upon reasonable notice, its office facilities to be inspected by agents charged with the responsibility for accreditation of the District, such inspection being limited to the scope necessary for accreditation of the District.
- G. Provide an orientation seminar to each participant.

## 3. DISTRICT PERFORMANCE

District will:

- A. Designate a staff member to coordinate Student Trainee schedules and activities at Contractor's premises and to act as liaison with Contractor. The name of the Program Coordinator shall be provided to Contractor's Program Coordinator.
- B. Provide the names of Student Trainees to be assigned to Contractor's Program Coordinator sufficiently in advance of the start of this program for scheduling of Student Interns. The District shall assign only properly prepared and qualified Student Interns to Contractor. Student Trainees' schedules shall mutually be determined by District and Contractor.
- C. Require its Student Trainees to conform to Contractor's dress policy, and to be responsible for laundry except when Student Trainees are assigned to services for which Contractor requires and furnishes a special uniform.
- D. Inform each Student Trainee that he/she shall not: (a) drive or ride in Contractor's vehicle; (b) drive on behalf of Contractor or District; or (c) transport any products, persons, supplies or materials by automobile, truck or van or in any way use vehicles in the course and scope of the terms of this Agreement.
- E. Inform each Student Trainee of each provision of this Agreement, and make its best efforts to ensure that each Student Intern understands and complies with each provision of this Agreement.
- F. Instruct each Student Trainee regarding office emergency procedures.
- G. Provide the Contractor with written assurance that each student has had a physical examination within the past twelve months, has been tested and has obtained a negative result on the TB skin/chest x-ray test, has been immunized for diphtheria, tetanus, varicella, rubella, rubeola (or has positive rubella and rubella titers), and hepatitis B (or has signed waiver for non-compliance with hepatitis B).
- H. Conduct criminal background screening of all students assigned to Contractor. No students engaging in any patient care or having access to confidential or proprietary records and information shall be permitted in any instance in which student has been convicted of a felony offense. Students having conviction(s) for misdemeanor offenses shall only be assigned to Hospital upon the full and complete disclosure of same by School, and express consent of Hospital for student assignment to Hospital.

## 4. FINANCIAL OBLIGATIONS

Neither party has any financial obligation to the other party under the terms of this Agreement.

## 5. INSURANCE AND INDEMNIFICATION

The District and Contractor shall maintain in full force and effect during the full term of this agreement the following insurance or equivalent program of self-insurance:

- A. Commercial or comprehensive general liability insurance with a combined single limit, each occurrence, for bodily and property damage not less than \$1,000,000, with an annual aggregate limit not less than \$3,000,000.
- B. The District shall secure and maintain, for student interns working in the clinical portion of the program at Contractor, professional liability insurance in the amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Said insurance will remain in effect so long as the student intern remains a participant in the program.
- C. Contractor and the District shall each maintain worker's compensation insurance for their own employees, as required under state law; such insurance shall include employer's liability with a limit not less than \$2,000,000 for each occurrence.

Contractor shall defend, indemnify and hold District, its officers, employees, trainees 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 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 Contractor, its officers, employees, students or agents. District shall defend, indemnify and hold Contractor, its officers, employees, students, 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 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 the District, its officers, employees, trainees, students or agents.

## 6. STUDENT STATUS

In reference to Workers' Compensation Insurance, it is understood that:

- A. Contractor is responsible only for the actions of its respective officers, agents, employees;
- B. District is responsible only for the actions of its officers, agents, employees, and students;
- C. Students assigned to Contractor are not employees of Contractor or members or employees of Contractor's organized staff.
- D. Contractor does not assume any liability as a result of damages or injuries, which arise from participants traveling to or from Contractor's premises.

## 7. PERIOD OF AGREEMENT

This Agreement becomes effective upon final execution and terminates until June 30, 2026 or unless earlier terminated, and may be renewed annually by mutual written consent at the end of its agreed period.

## 8. TERMINATION

Either party upon giving thirty days written notice may terminate the Agreement. Notice shall be deemed given when received by Contractor or District, or no later than three days after the day of mailing, whichever is sooner.



## 9. NOTICES

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

**DISTRICT:**

SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT  
5735 47th Avenue  
Sacramento, California 95824

**CONTRACTOR:**

Gold River Pediatric Group  
1995 Zinfandel Drive suite 105  
Rancho Cordova, California 95670  
(916) 638-4000

## 10. ENTIRE AGREEMENT

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

## 11. ATTORNEY'S FEES

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.

## 12. SEVERABILITY

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

### 13. CALIFORNIA

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

Executed at Sacramento, California, on the day and year as noted below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Signed by:

*Janea Marking*

By D2972921888C416...

Date: 03/26/2025

Janea Marking

Chief Business Officer

By *Stephen Lee M. Roeding, Site Manager*

Date: 3/11/2025

Gold River Pediatric Group



40.0020615.9.78.0907181

<b>CERTIFICATE OF INSURANCE</b>	Issue Date: <b>09/17/2024</b>
Effective Date: <b>11/01/2024</b>	<b>A Claims-Made Professional Liability Policy</b>
First Named Insured: <b>Gold River Pediatrics Medical Corporation</b> <b>1995 Zinfandel Drive, Suite 105</b> <b>Rancho Cordova, CA 95670</b>	<b>IMPORTANT NOTICE:</b> This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: <b>Gold River Pediatrics Medical Corporation</b>	
Specialty: <b>ENTITY - Entity</b>	
Policy Number: <b>0026615</b>	Policy Period: <b>From: 11/01/2024 To: 11/01/2025</b>
Retroactive Date: <b>01/01/2016</b>	Departure Period: <b>From: N/A To: N/A</b>
The Insured above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Insured	Agency and Address: <b>O'Brien Insurance Services, Inc.</b> <b>454 Las Gallinas Avenue, Suite 179</b> <b>San Rafael, CA 94903</b> <b>(800)553-9293</b>
<b><u>LIMITS OF LIABILITY</u></b>	
Claim Limit:	<b>\$1,000,000</b>
Aggregate Limit:	<b>\$3,000,000</b>

- I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.
- VI. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

# District Service Agreement

# Lifetouch

## District Information

District Name Sacramento City Unified School District Lifetouch ID 262346

Starting School Year 2025 Ending School Year 2026 Co-op ☐

Contract Type Exclusive Contract Length 1 Year ☐ Optional Renewal 1 Year ☐

Address 5735 47th Avenue Phone 916-643-7400

City Sacramento State CA Zip 95824

## Secondary School Programs

Contracted Fall Individuals Contracted ☐ Prestige Optional ☐ Sports

Optional ☐ Commencements Optional Senior Cap & Gown Optional ☐ Groups

Optional ☐ Dance Optional ☐ Special Events Optional ☐ Yearbook

Other

Total Schools 48 Total Enrollment 17,236

## Middle School Programs

Contracted Fall Individuals Optional Spring Individuals Optional ☐ Sports

Optional Underclass Grads Optional ☐ Groups Optional ☐ Special Events

Optional ☐ Yearbook Other

Total Schools 10 Total Enrollment 7,700

## Elementary School Programs

Contracted Fall Individuals Contracted ☐ Spring Individuals Contracted ☐ Groups

Optional Underclass Grads Optional ☐ Yearbook

Other

Total Schools 17 Total Enrollment 15,775

## Early Childhood Center

Contracted ☐ Fall Individuals Contracted ☐ Spring School Individuals

Fall Preschool Spring Preschool

Total Schools            Total Enrollment

Available Products and Services

	Secondary	Middle	Elementary	Early Childhood
Lifetouch Portal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Student ID Cards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Photo Labels	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SmileSafe Cards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Staff Package	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Principal's Album	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Photo Directory	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Montage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Calendars	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Digital Media Download	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rewards & Recognition	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Staff Package	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Staff ID Cards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Invoiced Products and Services

Item	Details

Additional Details

Commissions	10% Fall
Shutterfly Storefront	15% back on Shutterfly Storefront
Miscellaneous	Provide use of ID Printers/software for comprehensive HS
Miscellaneous	Provide use of ID Printers/software for comprehensive MS

Contacts

Name	Title	Phone	Email
Janea Marking	Chief Business Operation	916-643-7400	janea-marking@scusd.edu
Cindy Tao	Assistent Superintendent	916-643-7400	Cindy-Tao@scusd.edu
Robert Aldama	Purchasing Manager	916-643-7400	robert-aldama@scusd.edu
Tim Rocco	Chief Information Officer	916-643-7400	tim-rocco@scusd.edu
Scott Wagers	Applications Specialist	916-643-7400	scott-wagers@scusd.edu

Signature

Jared Robison

Jared Robison, Regional Vice President

3/6/2025

Date

Signed by:

Janea Marking

D2972921888C416...

Janea Marking, Chief Business and Operations Officer

Sacramento City Unified Schoool District

03/26/2025

Date

Appendix

A      Proposal

### Terms & Conditions

**AUTHORIZED ACTIVITY:** The account noted above (referred to as "you") designates Shutterfly Lifetouch, LLC (referred to as "Lifetouch") as your professional photographer and authorizes Lifetouch to: (i) photograph all students and staff who participate in "Picture Day" or other photography events, and (ii) produce and deliver photographs and services for the programs identified above. If the account is designated as exclusive, you agree not to use any third party for the programs identified above.

**ACCOUNT DATA:** You are solely responsible for obtaining staff and parent or guardian consent to or opt out of: (i) participation in all events and activities, and (ii) inclusion in class photographs or yearbooks (if included in services). You will provide us with access to students and staff, and use of your facilities, property, and information for the purpose of performing the services, including Picture Day or event administration, fulfillment and distribution of photographs and yearbooks to you, delivery of Picture Day or event notices, and providing parents or guardians of photographed students opportunities to purchase individual and class pictures and yearbooks (if included in services).

**DATA PRIVACY:** Lifetouch will not disclose confidential information provided by you or use or retain it for any purpose other than performing the services or other internal uses as allowed by law. Lifetouch agrees to comply with laws, regulations and governmental orders governing the privacy and security of personal information including, where applicable and without limitation, the Family Educational Rights in Privacy Act.

**COPYRIGHT:** Lifetouch is and remains the copyright owner of all photographic images created in connection with this agreement. If Lifetouch is obligated to provide photographic images to the you as part of the services provided under this agreement, Lifetouch hereby grants you a nonexclusive, irrevocable, royalty-free license to use such photographic images solely for your administrative and educational purposes.

**MODIFICATION of CANCELLATION:** Lifetouch may modify the terms of this agreement or terminate this agreement upon notice to you. You may terminate this agreement if Lifetouch notifies you of a material change. If you do not terminate this agreement within 30 days after you receive notice of a change to the terms, you will be deemed to have accepted the change. Lifetouch's liability for any breach is limited. NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract. Lifetouch's liability for any break is limited to the amount you paid for services.

**INSURANCE:** During the term of the agreement, we agree to maintain, at our expense, insurance coverage of the types and limits reflected on the attached certification of insurance in full force and effect with a company that has an A.M. Best rating of not less than A-. Commercial general liability insurance shall include you as additional insured and require thirty (30) days' notice of cancellation.

**Qualified, Trained, Certificated, and Licensed Personnel.** Service Provider shall provide services under this Agreement by appropriately trained and qualified staff. Provider shall be responsible for verifying qualifications, providing training, and monitoring all staff certification at its own expense.

Further, our insurance will be primary, and any insurance maintained by you shall be excess and non-contributory. We agree to waive and shall require our insurer to waive its right of subrogation in your favor solely with respect to workers' compensation insurance.

[illegible]



Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Shutterfly Holdings, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>Shutterfly Lifetouch, LLC</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>10 Almaden Blvd., Suite 900</b> <b>6</b> City, state, and ZIP code <b>San Jose, CA 95113</b> <b>7</b> List account number(s) here (optional)	<b>Requester's name and address (optional)</b>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the Instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
			-					
or								
<b>Employer identification number</b>								
8	4	-	2	3	3	8	6	7 9

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Sean Fanner</i>
------------------	--

Date 6/17/2024

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

### Terms of Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch")

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

**PAYMENT PLAN:** The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit per the Deposit Rate indicated in the Agreement Details above by the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed.

The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment.

**PAYING BY CHECK:** When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

**THE SCHOOL** grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

**MISC:** Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

**LIFETOUCH** reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

**THE SCHOOL** is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

**NEITHER PARTY** is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

**Remit Payment To:**

Shutterfly Lifetouch, LLC Accounts Receivable  
PO Box 46993  
Eden Prairie, MN 55344-9728

**Yearbook Adviser Support:**

Email: [yearbookadvisersupport@lifetouch.com](mailto:yearbookadvisersupport@lifetouch.com)  
Phone: 1.800.736.4761



## Appendix A

# Lifetouch.

## Sacramento City Unified School District

### School Photography & Yearbook Services



## EXECUTIVE SUMMARY

Lifetouch is honored to be considered as the exclusive school photography provider for the **Sacramento City Unified School District**. I am providing information on the following pages, which includes the benefits of a partnership with Lifetouch, along with a draft of our District Agreement. We have also listed Optional Programs in the agreement, which can be determined by each individual site in coordination with the Lifetouch support team.

Here are a few highlights of the service and value Lifetouch brings to the **Sacramento City Unified School District**:

- Local, experienced team – all of our photographers are Lifetouch employees and have passed the necessary background checks and clearances for the state of California. **No subcontractors are used** to photograph in your schools.
- **Competitive packages and pricing** – including a package **starting at \$8.99**. Families that order online receive additional benefits such as Shutterfly offers.
- School Benefits – This includes competitive commission and complimentary Host Service Products. See **page 5** for more information.
- Industry-leading safety and security practices. Lifetouch has signed the **California Data Privacy Agreement**, which your district can piggyback off of. We've highlighted these practices, along with our Data Privacy Plan, on **pages 7-9**.

If you have any questions, do not hesitate to call or email us. We welcome the opportunity to partner with **Sacramento City Unified School District** as your school photography and yearbook provider of choice!

Kind regards,

*Rob Villano*

National Sales Executive

Phone: 925.765.6480

Email: cjrobv@lifetouch.com

## BENEFITS OF A LIFETOUGH PARTNERSHIP



Lifetouch is honored to have the opportunity to partner with **Sacramento City Unified School District**. Lifetouch is confident we can deliver the right solutions for the your schools, staff and families.

### Key benefits of a district agreement with Lifetouch

1. Consistent pricing for ALL schools.
2. Revenue sharing (commission) opportunity.
3. Complimentary products and services.
4. Industry-leading safety and security.

### Additional benefits

#### District level pricing for all schools

- Consistent, market competitive pricing and photography packages.
- Equitable price-value options for all families.
- No student goes home empty-handed—even without purchasing school pictures, each student receives a proof sheet and 2 SmileSafe® ID cards.

#### Data security – Lifetouch Portal

- Securely access all school and district images and data from one convenient location.
- School and districtwide portal access.
- Download templates, manage the student ID process and create and print rewards & recognition certificates
- Image and data integration with Student Information Systems (SIS).

#### School & student safety

- One photography company for all schools limiting the number of vendors entering schools.
- All photographers are Lifetouch employees with completed background checks.
- SmileSafe® ID cards in partnership with the National Center for Missing and Exploited Children (NCMEC).

#### Streamlined Picture Day process

- Seamless, consistent and stress-free experience for schools and families:
  - Automated Picture Day communication
  - Flexible ordering options (online & paper)
  - Proofs available after Picture Day

#### Dedicated account team

- Tiered support system designed for optimal service, support and responsiveness:
  1. Local sales and operations.
  2. Assigned account manager for each school.

**Lifetouch.**



# FALL PHOTOGRAPHY PRICING

## Lifetouch

### FALL PRICING AND PACKAGING



All packages provide families with high quality images at competitive prices. And when families order online they receive a **Shutterfly Coupon** and **Shutterfly Gift with Purchase**.

**No child goes home empty-handed!** Even if a family is not able to make a purchase, we ensure that every child receives a proof sheet, 2 SmileSafe safety cards, and a **Shutterfly Coupon**, guaranteeing a special memento from Picture Day

<b>MINI \$8.99</b> <ul style="list-style-type: none"> <li>2 - 3x5</li> <li>4 - 2x3</li> <li>2 - SmileSafe Safety Cards</li> <li>Standard Background</li> <li>1 - Class Picture</li> </ul>	<b>STARTER \$14.99</b> <ul style="list-style-type: none"> <li>2 - 5x7</li> <li>2 - 3x5</li> <li>4 - 2x3</li> <li>1 - Digital Image Download</li> <li>2 - SmileSafe Safety Cards</li> <li>Standard Background</li> <li>1 - Class Picture</li> </ul>	<b>ESSENTIAL \$19.99</b> <ul style="list-style-type: none"> <li>3 - 5x7</li> <li>2 - 3x5</li> <li>8 - 2x3</li> <li>1 - Digital Image Download</li> <li>2 - SmileSafe Safety Cards</li> <li>Standard Background</li> <li>1 - Class Picture</li> </ul>
<b>DIGITAL \$29.99</b> <ul style="list-style-type: none"> <li>2 - Digital Image Download</li> <li>1 Standard Background &amp; Background Choice</li> <li>Name &amp; Grade on all Portraits</li> <li>Basic Retouching</li> <li>Premium Retouching</li> <li>2 - SmileSafe Safety Cards</li> <li>1 - Class Picture</li> </ul>	<b>MOST POPULAR \$29.99</b> <ul style="list-style-type: none"> <li>1 - 8x10</li> <li>4 - 5x7</li> <li>2 - 3x5</li> <li>8 - 2x3</li> <li>1 - Designer Print</li> <li>1 - Digital Image Download</li> <li>Standard Background</li> <li>Name &amp; Grade on all Portraits</li> <li>Basic Retouching</li> <li>2 - SmileSafe Safety Cards</li> <li>1 - Class Picture</li> </ul>	<b>DELUXE \$36.99</b> <ul style="list-style-type: none"> <li>2 - 8x10</li> <li>6 - 5x7</li> <li>2 - 3x5</li> <li>8 - 2x3</li> <li>1 - Designer Print</li> <li>All - Digital Image Download</li> <li>Background Choice</li> <li>Name &amp; Grade on all Portraits</li> <li>Basic Retouching</li> <li>2 - SmileSafe Safety Cards</li> <li>1 - Class Picture</li> </ul>
<b>ULTIMATE \$46.99</b> <ul style="list-style-type: none"> <li>3 - 8x10</li> <li>12 - 2x3</li> <li>6 - 5x7</li> <li>1 - Designer Print</li> <li>4 - 3x5</li> <li>1 - Designer Magnet Sheet</li> <li>Name &amp; Grade on all Portraits</li> <li>All - Digital Image Download</li> <li>Background Choice</li> <li>Premium Retouching</li> <li>2 - SmileSafe Safety Cards</li> <li>1 - Class Picture</li> </ul>		

\*Additional sheets can be purchased A La Carte for \$9.99/sheet

\*A La Carte Enhancements: Name on Grade On for \$9.99, Basic Retouching for \$6.99, and Premium Retouching \$9.99

## COMMISSION + SUPPORT FOR SCHOOLS

As a part of the agreement, Lifetouch will provide a **10% commission** to schools in the **Sacramento City Unified School District**. The commission is paid on picture packages and a la carte items. Additionally, Lifetouch provides the following **COMPLIMENTARY** Products & Services to your schools and families as a part of this exclusive agreement.

Product/Service	Description	Retail Value	Your Cost
<b>Lifetouch Portal Access</b>	This web-based interface allows schools and districts to securely share student data with Lifetouch and download Picture Day images.	\$150 Per Year	\$0.00
<b>Picture Day Notify</b>	This communication tool allows schools to send automated email reminders to parents about Picture Day and yearbook sales.	\$100 Per Year	\$0.00
<b>Photo Labels</b>	A sheet of photo labels is available for every student photographed (2 sets provided)	\$.50 Per Sheet	\$0.00
<b>Staff and Student ID Card</b>	Each staff and student photographed can receive one complimentary ID card.	\$3.50 Per Card	\$0.00
<b>Staff Digital Images</b>	Every Staff member photographed can claim their free digital image on Shutterfly.	\$15 Per Image	\$0.00
<b>Photo Directory</b>	Depicts the entire school of students and staff with barcodes.	\$35 Each	\$0.00
<b>Principal's Album</b>	Contains a class group or class composite images of the school classrooms for the Principal's reference.	\$35 Each	\$0.00
<b>Yearbook Images - Digital Access</b>	Formatted images will be provided for school yearbook production, ensuring optimal image quality.	\$75 Per School	\$0.00
<b>Montage</b>	A montage poster, which is a collection of images, is available to each school.	\$300 Each	\$0.00
<b>Shutterfly Photo Storage</b>	When families purchase qualified packages on mylifetouch.com, their digital images will be stored on Shutterfly for no additional cost and can be downloaded.	\$12 Per Family *Per Year	\$0.00
<b>SmileSafe Child Safety Cards</b>	Two (2) complimentary SmileSafe cards will be provided to each student photographed, regardless of purchase. A digital download is also provided.	\$5 Per Card/\$2 Per Download	\$0.00
<b>Lifetouch Rewards Program</b>	Families who order online can enroll to receive a free Shutterfly gift valued at \$29.99 or more upon enrollment. Families will then receive ongoing discounts as they make more purchases.	\$29.99+ Per Order	\$0.00



## LIFETOUCH PHOTOGRAPHY PROGRAMS OVERVIEW

From their first school photo to their last days as a senior, Lifetouch is your partner to capture their entire school journey.



### Fall

Fall Picture Day captures the iconic start of a school year. Families can choose from multiple backgrounds and photo enhancements to preserve each milestone in their student's school journey. Fall photos are also used by schools for yearbooks, IDs, and student information systems.



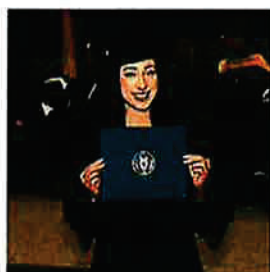
### Spring

Spring photos capture the personality, joy, and growth over a school year. Families can preview and pick their pose before purchasing. There are multiple poses and backgrounds for families to choose from. Spring photos are available at elementary schools.



### Seniors

In addition to our yearbook-only poses for high school seniors, Lifetouch offers an elevated experience through our Prestige program. Lifetouch incorporates a variety of backgrounds, lighting options, multiple outfits, and up to 28 poses designed to let each student's personality shine through.



### Commencements

Lifetouch has partnered with PhotoDay to provide a 100% digital Picture Day experience for schools and families. Commencement photography is still managed and provided by our experienced local photographers – but with none of the headaches of paper forms.



### Sports

From our local, professionally trained photographers to our customizable product options and backgrounds, we are pros at making your sports photography experience one of a kind.



### Yearbooks

Lifetouch Yearbooks eases and elevates your school's yearbook program – from initial brainstorming to publication. With Lifetouch, experience turnkey technology solutions, live customer support, and school picture integration. We provide a one-stop solution that makes yearbook creation seamless, relevant, and memorable.

## SECURITY + SAFETY BENEFITS

### LIFETOUCH SMILES SAFE PROGRAM

**Lifetouch is the only photography company partnered with the National Center for Missing and Exploited Children (NCMEC).**

Our team provides the student's most current picture to law enforcement authorities should a child go missing.

Law Enforcement authorities confirm that the first 15 minutes are critical when a child goes missing. Through this partnership, our SmileSafe cards provide access for authorities 24/7/365.



**Every student photographed by Lifetouch receives 2 complimentary copies of their SmileSafe ID card and digital download at NO COST – EVER.**

### EMPLOYEE BACKGROUND CHECKS

All Lifetouch employees are required to pass an extensive background check through First Advantage.



**First Advantage**

The check includes a search of criminal records in all counties across the United States where the individual lived during the previous seven years, a search of sex offender registries in states where available, and a driving record search.

Lifetouch complies with all state and local required screening of employees working in your school. **We take great pride that our team has passed the required background checks and is authorized to work in your school/facility.**

### ADA COMPLIANCE

Lifetouch camera sets are compliant with the Americans with Disabilities Act (ADA). Our setup prevents cords from obstructing traffic areas of students. We also avoid bulky props or stools to allow for a safe and secure open floor plan.



### CREDIT CARD SECURITY

Every year, an auditor certifies that we meet or exceed the credit card industry's strict standards for use. **That means when it's time for parents to pay for photography and yearbooks, they can be assured that their information is secure.**

#### ATTESTATION OF PCI COMPLIANCE

Lifetouch processes payments through retail locations using approved PED devices and is PCI compliant. Attestation of PCI compliance can be provided upon request.

# DATA PRIVACY PLAN

Highlights of the Lifetouch Data Security Plan. The full Data Governance Policies and Procedures can be shared upon request.



**Lifetouch complies with federal, state, and local data security and privacy requirements.** As a service provider of staff and student photography for the schools we serve, Lifetouch acknowledges its obligations under the federal Family Educational Rights and Privacy Act (FERPA), as well as applicable state laws.



**Lifetouch uses a variety of safeguards to protect School Data.** Lifetouch has implemented a variety of physical, technical, and organizational security measures to help protect School Data from unauthorized access and use. These safeguards are in place and focus on our facilities, networks, personnel, and enterprise-wide policies.



**Lifetouch limits the disclosure of student data to authorized recipients.** Lifetouch limits disclosure of student data to the individuals and organizations that have a legitimate interest in the data or who help Lifetouch fulfill our contracts with schools and districts.



**Lifetouch sets strict security requirements for our third-party vendors.** Lifetouch does not use third-party contractors to photograph students or manufacture our products. However, Lifetouch may use vendors to help provide our services (for example, data management). All Lifetouch vendors who have access to School Data are required to implement the same data privacy commitments.



**Lifetouch has robust privacy and security training programs for all employees who handle School Data.** Lifetouch has a robust internal team of dedicated privacy professionals, including the Lifetouch Privacy Office and the Lifetouch Information Security Office, who is responsible for ensuring that Lifetouch employees abide by all relevant laws when handling School Data.



**Lifetouch has a comprehensive response plan for managing data security and privacy incidents and notifying our schools and regulators.** The Lifetouch Privacy Office and Lifetouch Information Security Office work in tandem to maintain a robust incident management program designed to ensure compliance with all statutory and contractual breach notification obligations.



**Lifetouch securely disposes of school data when it is no longer needed.** School Data is securely destroyed on demand by the school, or in the ordinary course of business when no longer needed to provide school services. Families who purchase products or services from Lifetouch will still have access to their images.

# EXHIBIT E – CALIFORNIA DATA PRIVACY AGREEMENT

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

## EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

**Desert Sands Unified School District**

("Originating LEA") which is dated **01-08-2024**, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address:

privacy@shutterfly.com

PROVIDER: Shutterfly Lifetouch, LLC

BY: Jared Robison Andrew Johnson Date: 01-26-2024 03/20/2025  
CSA8866D85F6424  
 Jared Robison

Printed Name: Andrew Johnson Title/Position: Vice President of Field Sales

### 2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **Desert Sands Unified School District** and the Provider. \*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\*

LEA: Sacramento City Unified School District  
 Signed by:

BY: Janea Marking \_\_\_\_\_ Date: 03/26/2025  
D2972921888C416...  
 Printed Name: Janea Marking Title/Position: Chief Business and Operations Officer

SCHOOL DISTRICT NAME: Sacramento City Unified School District

### DESIGNATED REPRESENTATIVE OF LEA:

Name: Tim Rocco  
 Title: Chief Information Officer  
 Address: 5735 47th Avenue Sacramento, CA 95824  
 Telephone Number: 916-643-7871  
 Email: tim-rocco@scusd.edu

1190353v1



## THANK YOU

Thank you for the opportunity to present our photography services for your consideration. We are very proud of our past accomplishments, and, like you, we pride ourselves on hard work and dedication to making every project a great success.

We, too, are willing to roll up our sleeves, collaborate in seeking the best ideas, and let the talent in the room naturally bring us to a higher level of design, production, and distribution of your schools' and families' needs.

Sincerely,

*Your Lifetouch Team*



**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)  
03/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Shutterfly LLC Shutterfly Lifetouch LLC 11000 Viking Drive Eden Prairie MN 55344 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Zurich American Ins Co	16535
	<b>INSURER B:</b> American Zurich Ins Co	40142
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 570111444930**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0104083809	06/30/2024	06/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 1040839 09	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION</b>						EACH OCCURRENCE AGGREGATE
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC104083609 WC104083709	06/30/2024 06/30/2024	06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Sacramento City Unified School District is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Sexual Abuse and Molestation is part of the General Liability Policy / Abusive Acts Limits of Liability: \$1,000,000 / \$2,000,000.

**CERTIFICATE HOLDER****CANCELLATION**

Sacramento City Unified School District Attn: Robert Aldama 5735 47th Ave. Sacramento CA 95824 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570111444930


**ZURICH**

## Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 1040838 09	6/30/24	6/30/25	6/30/24	34365-000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER, OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM
OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	LOCATION OR PROJECT, FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A
	A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person or organization shown in the Schedule above, whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement at the Location designated and described in the Schedule above.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:



"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved, the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purpose of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



Section 00 42 00 - BID FORM

PROPOSAL FOR: Sacramento City Unified School District

TO: Sacramento City Unified School District  
5735 47th Avenue, Sacramento, California 95824

COVERING BID PACKAGE: 0183-470 Joseph Bonnheim ES Playground & Landscape Repairs Project

SUBMITTED BY: Joe's Landscaping & Concrete Inc  
Name of Bidder  
802 Inyo Ave Newman Ca 95360  
Address  
209 862-2004  
Phone #/Fax #:

License number: 853867 License type: B License expiration date: 10/31/26

Public Works Contractor DIR Registration # 100047632 Expiration date: 10/31/26

Average EMR (past 5 years): .95 Total "serious" and "willful" OSHA violations (past 5 years): 0

Bidder:

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), and the Construction Forms Manual, and further, being reasonably familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents. Bidder agrees to comply with all requirements of the Project Labor Agreement.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work encompassed by this Bid, and acknowledges that its Bid includes the Work of all trades within the Bid Package covered in the Bid and understands that, if awarded the Contract, Bidder shall be the Prime Contractor to the District and agrees that its Bid, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.

Bidder agrees to complete the Work required within the Bid Package within the time indicated in the Special Provisions, subject to liquidated damages as specified in the Special Provisions.

The undersigned has the authority to so bind Bidder to these representations and agreements.

John Belo 3/17/25  
Signed Date

Affix Corporate Seal Here

John Belo  
Print Name  
Estimator  
Title

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates (if any), made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee. If this Bid is not accepted within the time set for acceptance of bids, or any extension thereof, or if the contract is fully executed with another Bidder, or if the District elects not to award a contract, then the check or bid bond shall be returned to the Bidder.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO. <u>1</u>	DATE <u>3/14/25</u>	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____

(Include All Addenda)

  
Signed

John Belo  
Print Name

Estimator  
Title

**BID PACKAGE: 0183-470 Joseph Bonnheim ES Playground & Landscape Repairs Project**

1. **TOTAL BID: Lump Sum (in words)** two million two hundred & thirty thousand **Dollars**  
**Lump Sum (in figures)** \$ 2,230,000
2. Allowance for unforeseen conditions; equal to ten percent (10%) of TOTAL BID. \$ 223,000

**TOTAL BASE BID equals sum of Items 1 and 2 above.** The undersigned proposes to provide and construct the Work required for the above listed Bid Package in accordance with said Contract Documents for the amount of:

**TOTAL BASE BID (in words):** two million four hundred & fifty three thousand **DOLLARS**  
**TOTAL BASE BID (in figures):** \$ 2,453,000

  
Signed (Signature of Bidder)

Joe's Landscaping & Concrete Inc  
Name of Firm

1 AGREEMENT

2  
3 It is understood and agreed that if written notice of the District's acceptance of this Bid is mailed, emailed, or otherwise  
4 delivered to the undersigned Bidder after the opening of the Bid, and within the time in which the District may accept  
5 the Bid, the undersigned Bidder will execute and deliver to the District a contract in the form included with the Bidding  
6 Documents within ten (10) days after receipt of the Notice of Intent to Award or other notification of award, and that  
7 the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to  
8 be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event  
9 the Bidder to whom an award is made fails or refuses to timely execute the Contract, the District may declare the  
10 Bidder's bid security forfeited.

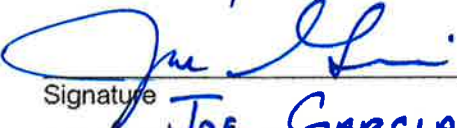
11  
12 Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to  
13 4114 of the California Public Contract Code and the Instructions to Bidders and a listing of Disabled Veteran Business  
14 Enterprises, including any DVBE acting as a material supplier, lower tier subcontractor, or other entity not required to  
15 be listed by the Subletting and Subcontracting Fair Practices Act.

16  
17 Also enclosed herewith are the Non-Collusion Affidavit, Iran Contracting Act certification, and Certification regarding  
18 Russian Sanctions, as required by law. Site Visit Certification shall also be enclosed herewith if pre-bid site visit was  
19 mandatory.

20  
21 The undersigned Bidder agrees that the information and representations provided herein are made under penalty of  
22 perjury.

23  
24 NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures  
25 of authorized officers or agents, who shall be either a) the president or b) any vice president and the secretary, any  
26 assistant secretary, the chief financial officer, or any assistant treasurer. If Bidder is a partnership or limited liability  
27 company, the true name of the firm shall be set forth below together with the signature of a partner or member  
28 authorized to sign contracts on behalf of the partnership or LLC. If Bidder is an individual, his/her signature shall be  
29 placed below.

30  
31 NAME OF BIDDER:

32 Joe's Landscaping & Concrete Inc  
33  
34  
35 BY:  P  
36 Signature JOE GARCIA Title PRESIDENT  
37  
38 Type/Print Name  
39  
40  
41  
42 Signature \_\_\_\_\_ Title \_\_\_\_\_  
43  
44 Type/Print Name \_\_\_\_\_  
45  
46  
47 Signature \_\_\_\_\_ Title \_\_\_\_\_  
48  
49 Type/Print Name \_\_\_\_\_

50  
51 DATE: 3/17/25

Section 00 42 00 - BID FORM

PROPOSAL FOR: Sacramento City Unified School District

TO: Sacramento City Unified School District  
5735 47th Avenue, Sacramento, California 95824

COVERING BID PACKAGE: 0183-470 Joseph Bonnheim ES Playground & Landscape Repairs Project

SUBMITTED BY: Lamon Construction Co., Inc.

Name of Bidder  
871 Von Geldern Way, Yuba City Ca 95991

Address  
530-671-1370/530-671-7482

Phone #/Fax #:

License number: 174828 License type: A,B License expiration date: 12/31/2026

Public Works Contractor DIR Registration # 1000000569 Expiration date: 06/30/2025

Average EMR (past 5 years): .86 Total "serious" and "willful" OSHA violations (past 5 years): 1

Bidder:

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), and the Construction Forms Manual, and further, being reasonably familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents. Bidder agrees to comply with all requirements of the Project Labor Agreement.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work encompassed by this Bid, and acknowledges that its Bid includes the Work of all trades within the Bid Package covered in the Bid and understands that, if awarded the Contract, Bidder shall be the Prime Contractor to the District and agrees that its Bid, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.

Bidder agrees to complete the Work required within the Bid Package within the time indicated in the Special Provisions, subject to liquidated damages as specified in the Special Provisions.

The undersigned has the authority to so bind Bidder to these representations and agreements.

Signed  
Ken Norton

3/20/2025  
Date

Affix Corporate Seal Here

Print Name  
CEO  
Title



Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates (if any), made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee. If this Bid is not accepted within the time set for acceptance of bids, or any extension thereof, or if the contract is fully executed with another Bidder, or if the District elects not to award a contract, then the check or bid bond shall be returned to the Bidder.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO. <u>1</u>	DATE <u>3/14/2025</u>	NO. <u>    </u>	DATE <u>    </u>
NO. <u>    </u>	DATE <u>    </u>	NO. <u>    </u>	DATE <u>    </u>
NO. <u>    </u>	DATE <u>    </u>	NO. <u>    </u>	DATE <u>    </u>
NO. <u>    </u>	DATE <u>    </u>	NO. <u>    </u>	DATE <u>    </u>

***(Include All Addenda)***

  
Signed \_\_\_\_\_

Ken Norton  
\_\_\_\_\_  
Print Name

CEO  
\_\_\_\_\_  
Title

BID PACKAGE: 0183-470 Joseph Bonnheim ES Playground & Landscape Repairs Project

1. TOTAL BID: Lump Sum (in words) ONE MILLION SIX HUNDRED  
NINETY SEVEN THOUSAND Dollars

Lump Sum (in figures)

\$ 1,697,000.00

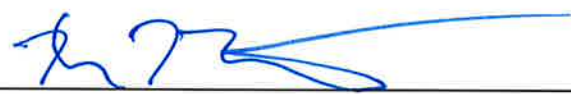
2. Allowance for unforeseen conditions; equal to  
ten percent (10%) of TOTAL BID.

\$ 169,700.00

TOTAL BASE BID equals sum of Items 1 and 2 above. The undersigned proposes to provide and construct  
the Work required for the above listed Bid Package in accordance with said Contract Documents for the amount  
of:

TOTAL BASE BID (in words): ONE MILLION EIGHT HUNDRED SIXTY SIX  
THOUSAND SEVEN HUNDRED DOLLARS

TOTAL BASE BID (in figures): \$ 1,866,700.00

  
Signed (Signature of Bidder)

Lamon Construction Co., Inc.  
Name of Firm

1 AGREEMENT

2  
3 It is understood and agreed that if written notice of the District's acceptance of this Bid is mailed, emailed, or otherwise  
4 delivered to the undersigned Bidder after the opening of the Bid, and within the time in which the District may accept  
5 the Bid, the undersigned Bidder will execute and deliver to the District a contract in the form included with the Bidding  
6 Documents within ten (10) days after receipt of the Notice of Intent to Award or other notification of award, and that  
7 the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to  
8 be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event  
9 the Bidder to whom an award is made fails or refuses to timely execute the Contract, the District may declare the  
10 Bidder's bid security forfeited.

11  
12 Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to  
13 4114 of the California Public Contract Code and the Instructions to Bidders and a listing of Disabled Veteran Business  
14 Enterprises, including any DVBE acting as a material supplier, lower tier subcontractor, or other entity not required to  
15 be listed by the Subletting and Subcontracting Fair Practices Act.

16  
17 Also enclosed herewith are the Non-Collusion Affidavit, Iran Contracting Act certification, and Certification regarding  
18 Russian Sanctions, as required by law. Site Visit Certification shall also be enclosed herewith if pre-bid site visit was  
19 mandatory.

20  
21 The undersigned Bidder agrees that the information and representations provided herein are made under penalty of  
22 perjury.

23  
24 NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures  
25 of authorized officers or agents, who shall be either a) the president or b) any vice president and the secretary, any  
26 assistant secretary, the chief financial officer, or any assistant treasurer. If Bidder is a partnership or limited liability  
27 company, the true name of the firm shall be set forth below together with the signature of a partner or member  
28 authorized to sign contracts on behalf of the partnership or LLC. If Bidder is an individual, his/her signature shall be  
29 placed below.

30  
31 NAME OF BIDDER:

32  
33 Lamon Construction Co., Inc.

34  
35  
36 BY:

37 

38 Signature

39 Ken Norton

40 Type/Print Name

CEO

Title

41  
42 Signature

Title

43  
44 Type/Print Name

45  
46  
47 Signature

Title

48  
49 Type/Print Name

50  
51 DATE: 3/20/2025





## SUMMARY OF BID RESULTS

Bid No. & Title: 0183-470 New Joseph Bonnheim Playground

Date/Time: March 20, 2025; 2:00 p.m.

BIDDER NAME	BASE BID	OWNERS ALLOWANCE	TOTAL BID
Lamon Construction	\$1,697,000	\$169,700	\$1,866,700
Joe's Landscaping & Concrete	\$2,230,000	\$223,000	\$2,453,000

**\*Bids are listed in order they were received.**

Section 00 42 00 - BID FORM

PROPOSAL FOR: Sacramento City Unified School District

TO: Sacramento City Unified School District  
5735 47th Avenue, Sacramento, California 95824

COVERING BID PACKAGE: 0146-470 Isador Cohen ES Playground Area Upgrades Project

SUBMITTED BY: Joel Landscaping & Concrete Inc  
Name of Bidder  
802 Inyo Ave Newman Co 95360  
Address  
209 862-2004  
Phone #/Fax #:

License number: 853867 License type: B License expiration date: 10/31/26

Public Works Contractor DIR Registration # 100047632 Expiration date: 10/31/26

Average EMR (past 5 years): .95 Total "serious" and "willful" OSHA violations (past 5 years): 8

Bidder:

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), and the Construction Forms Manual, and further, being reasonably familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents. Bidder agrees to comply with all requirements of the Project Labor Agreement.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work encompassed by this Bid, and acknowledges that its Bid includes the Work of all trades within the Bid Package covered in the Bid and understands that, if awarded the Contract, Bidder shall be the Prime Contractor to the District and agrees that its Bid, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.

Bidder agrees to complete the Work required within the Bid Package within the time indicated in the Special Provisions, subject to liquidated damages as specified in the Special Provisions.

The undersigned has the authority to so bind Bidder to these representations and agreements.

Signed John Belo Date 3/17/25 Affix Corporate Seal Here  
Print Name  
Title Estimator

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates (if any), made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee. If this Bid is not accepted within the time set for acceptance of bids, or any extension thereof, or if the contract is fully executed with another Bidder, or if the District elects not to award a contract, then the check or bid bond shall be returned to the Bidder.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO. <u>1</u>	DATE <u>3/14/25</u>	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____

(Include All Addenda)

  
Signed

John Belo  
Print Name

Estimator  
Title

**BID PACKAGE: 0146-470 Isador Cohen ES Playground Area Upgrades Project**

1. TOTAL BID: Lump Sum (in words) one million, one hundred  
ten thousand Dollars

Lump Sum (in figures) \$ 1,110,000

2. Allowance for unforeseen conditions; equal to  
ten percent (10%) of TOTAL BID. \$ 111,000

3. Add Alternate #1 \$ 237,000

4. Add Alternate #2 \$ 30,000

**TOTAL BASE BID equals sum of Items 1 and 2 above.** The undersigned proposes to provide and construct  
the Work required for the above listed Bid Package in accordance with said Contract Documents for the amount  
of:

TOTAL BASE BID (in words): One million two hundred  
twenty one thousand DOLLARS

TOTAL BASE BID (in figures): \$ 1,221,000

Add Alternate #1 \$ 237,000

Add Alternate #2 \$ 30,000

  
Signed (Signature of Bidder)

Joe's Landscaping & Concrete  
Name of Firm

1 AGREEMENT

2  
3 It is understood and agreed that if written notice of the District's acceptance of this Bid is mailed, emailed, or otherwise  
4 delivered to the undersigned Bidder after the opening of the Bid, and within the time in which the District may accept  
5 the Bid, the undersigned Bidder will execute and deliver to the District a contract in the form included with the Bidding  
6 Documents within ten (10) days after receipt of the Notice of Intent to Award or other notification of award, and that  
7 the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to  
8 be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event  
9 the Bidder to whom an award is made fails or refuses to timely execute the Contract, the District may declare the  
10 Bidder's bid security forfeited.

11  
12 Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to  
13 4114 of the California Public Contract Code and the Instructions to Bidders and a listing of Disabled Veteran Business  
14 Enterprises, including any DVBE acting as a material supplier, lower tier subcontractor, or other entity not required to  
15 be listed by the Subletting and Subcontracting Fair Practices Act.

16  
17 Also enclosed herewith are the Non-Collusion Affidavit, Iran Contracting Act certification, and Certification regarding  
18 Russian Sanctions, as required by law. Site Visit Certification shall also be enclosed herewith if pre-bid site visit was  
19 mandatory.

20  
21 The undersigned Bidder agrees that the information and representations provided herein are made under penalty of  
22 perjury.

23  
24 NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures  
25 of authorized officers or agents, who shall be either a) the president or b) any vice president and the secretary, any  
26 assistant secretary, the chief financial officer, or any assistant treasurer. If Bidder is a partnership or limited liability  
27 company, the true name of the firm shall be set forth below together with the signature of a partner or member  
28 authorized to sign contracts on behalf of the partnership or LLC. If Bidder is an individual, his/her signature shall be  
29 placed below.

30  
31 NAME OF BIDDER:

32 Joe's Landscaping & Concrete Inc

33  
34  
35  
36 BY:

37 Signature

38 JOE GARCIA  
39 Type/Print Name

40 Title

41  
42 Signature

43  
44 Type/Print Name

45  
46 Signature

47  
48 Type/Print Name

49  
50 Title

51 DATE:

3/17/25

Section 00 42 00 - BID FORM

PROPOSAL FOR: Sacramento City Unified School District

TO: Sacramento City Unified School District  
5735 47th Avenue, Sacramento, California 95824

COVERING BID PACKAGE: 0146-470 Isador Cohen ES Playground Area Upgrades Project

SUBMITTED BY: Martin General Engineering, Inc.

Name of Bidder

12485 Quicksilver Dr. Rancho Cordova, CA 95742

Address

PH: 916.355.8101 FX: 916.355.8108

Phone #/Fax #:

License number: 844279 License type: A/C13 License expiration date: 8/31/2026

Public Works Contractor DIR Registration # 1000001824 Expiration date: 6/30/2025

Average EMR (past 5 years): .95 Total "serious" and "willful" OSHA violations (past 5 years): 0

Bidder:

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), and the Construction Forms Manual, and further, being reasonably familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents. Bidder agrees to comply with all requirements of the Project Labor Agreement.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work encompassed by this Bid, and acknowledges that its Bid includes the Work of all trades within the Bid Package covered in the Bid and understands that, if awarded the Contract, Bidder shall be the Prime Contractor to the District and agrees that its Bid, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.

Bidder agrees to complete the Work required within the Bid Package within the time indicated in the Special Provisions, subject to liquidated damages as specified in the Special Provisions.

The undersigned has the authority to so bind Bidder to these representations and agreements.

Signed

Adrian Martin

3/20/2025  
Date

Affix Corporate Seal Here

Print Name

Vice President

Title



Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates (if any), made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee. If this Bid is not accepted within the time set for acceptance of bids, or any extension thereof, or if the contract is fully executed with another Bidder, or if the District elects not to award a contract, then the check or bid bond shall be returned to the Bidder.

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NO. <u>1</u>	DATE <u>3/14/25</u>	NO. <u>    </u>	DATE <u>    </u>
NO. <u>    </u>	DATE <u>    </u>	NO. <u>    </u>	DATE <u>    </u>
NO. <u>    </u>	DATE <u>    </u>	NO. <u>    </u>	DATE <u>    </u>
NO. <u>    </u>	DATE <u>    </u>	NO. <u>    </u>	DATE <u>    </u>

**(Include All Addenda)**



Signed

Adrian Martin  
Print Name

Vice President  
Title

BID PACKAGE: 0146-470 Isador Cohen ES Playground Area Upgrades Project

1. TOTAL BID: Lump Sum (in words) Eight hundred thirty four thousand  
and zero Dollars

Lump Sum (in figures)

\$ 834,000.<sup>00</sup>

2. Allowance for unforeseen conditions; equal to  
ten percent (10%) of TOTAL BID.

\$ 83,400.<sup>00</sup>

3. Add Alternate #1

\$ 128,000.<sup>00</sup>

4. Add Alternate #2

\$ 25,000.<sup>00</sup>

TOTAL BASE BID equals sum of Items 1 and 2 above. The undersigned proposes to provide and construct  
the Work required for the above listed Bid Package in accordance with said Contract Documents for the amount  
of:

TOTAL BASE BID (in words): nine hundred seventy four thousand  
four hundred and zero. DOLLARS

TOTAL BASE BID (in figures): \$ 917,400.<sup>00</sup>  
AM

Add Alternate #1

\$ 128,000.<sup>00</sup>

Add Alternate #2

\$ 25,000.<sup>00</sup>

 - Vice President

Signed (Signature of Bidder)

Martin General Engineering, Inc.

Name of Firm



AGREEMENT

It is understood and agreed that if written notice of the District's acceptance of this Bid is mailed, emailed, or otherwise delivered to the undersigned Bidder after the opening of the Bid, and within the time in which the District may accept the Bid, the undersigned Bidder will execute and deliver to the District a contract in the form included with the Bidding Documents within ten (10) days after receipt of the Notice of Intent to Award or other notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to timely execute the Contract, the District may declare the Bidder's bid security forfeited.

Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to 4114 of the California Public Contract Code and the Instructions to Bidders and a listing of Disabled Veteran Business Enterprises, including any DVBE acting as a material supplier, lower tier subcontractor, or other entity not required to be listed by the Subletting and Subcontracting Fair Practices Act.

Also enclosed herewith are the Non-Collusion Affidavit, Iran Contracting Act certification, and Certification regarding Russian Sanctions, as required by law. Site Visit Certification shall also be enclosed herewith if pre-bid site visit was mandatory.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents, who shall be either a) the president or b) any vice president and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If Bidder is a partnership or limited liability company, the true name of the firm shall be set forth below together with the signature of a partner or member authorized to sign contracts on behalf of the partnership or LLC. If Bidder is an individual, his/her signature shall be placed below.

NAME OF BIDDER:

Martin General Engineering, Inc.

BY:

Signature

Rosalina Martin

Type/Print Name

President

Title

Signature

Tranquilino Martin

Type/Print Name

Secretary / Treasurer

Title

Signature

Adrian Martin

Type/Print Name

Vice President

Title

DATE: 3/20/2025



## SUMMARY OF BID RESULTS

Bid No. & Title: 0146-470 Isador Cohen Playground

Date/Time: March 20, 2025; 2:00 p.m.

BIDDER NAME	BASE BID	OWNERS ALLOWANCE	TOTAL BID
Joe's Landscaping & Concrete	\$1,110,000	\$111,000	\$1,221,000
Bid Alternate #1	\$237,000		
Bid Alternate #2	\$30,000		
Martin General	\$834,000	\$83,400	\$917,400
Bid Alternate #1	\$128,000		
Bid Alternate #2	\$25,000		

**\*Bids are listed in order they were received.**