



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

**Meeting Date:** March 20, 2014

**Subject:** **Approval of Grants, Entitlements, and Other Income Agreements**  
**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.

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

<b>Estimated Time of Presentation:</b> N/A
<b>Submitted by:</b> Ken A. Forrest, Chief Business Officer Kimberly Teague, Contract Specialist
<b>Approved by:</b> Sara Noguchi, Ed.D, Interim Superintendent

## **EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>BUSINESS SERVICES</u></b>		
SA14-00433 Apriant, Inc.	<p>3/31/14 – 6/30/15: Investigate current business practices, develop and implement improved business practices in the areas of payroll procedures and processes, hiring procedures and processes, evaluation systems, substitute system, workflow, interfaces, etc. Also assist in implementation of additional software and systems to support improved business operations, information transparency and operational effectiveness.</p> <p><u>Strategic Plan:</u> Aligns with Pillar III, Organizational Transformation, by focusing on results, continuous improvement, and support for a capable workforce.</p>	\$295,000 Measure Q Funds
<b><u>FACILITIES SERVICES</u></b>		
SA13-00477 HMC Architects	<p>5/1/13 – Completion of Services: Amendment No. 1 to Architectural and Engineering Services Agreement for design and construction documents for the replacement of the existing track at John F. Kennedy High School (Increment 1). Increase in fees due to increase in scope of work requested by District.</p> <p><u>Strategic Plan:</u> Aligns with Priority III, Organizational Transformation, by improving the facilities in which we teach and learn.</p>	Increase of \$329,672 Measure R Funds
SA14-00423 e-Builder, Inc.	<p>3/21/14 – 3/20/17: Develop, implement, maintain, and provide training and support of e-Builder Enterprise™ capital project and program management software, per proposal submitted in response to RFP issued November 1, 2013. Software will be used to manage Measure Q bond funds and will include, but not be limited to: Capital Planning, Cost &amp; Funding Management, Structured Workflow and Forms Management, Schedule Management, Bid Management, Integrated Reporting and Dashboards.</p> <p><u>Strategic Plan:</u> Aligns with Pillar III, Organizational Transformation, by focusing on results, continuous improvement, and support for a capable workforce.</p>	\$246,362 Measure Q Funds
<b><u>SAFE SCHOOLS</u></b>		
SA14-00401 City of Sacramento, Police Department	<p>9/4/13 – 6/30/14: Final year of School Resource Officers (SRO) Agreement. Supplemental Agreement extended term of original contract two (2) additional years and decreased amount of contract (12 officers to 7 officers).</p>	\$1,025,578 School Safety & Violence Prevention Funds, Grades 8-12

SRO's work collaboratively with the district to address crime prevention and student/staff safety. SRO's are assigned to C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, and Rosemont High Schools; Rosa Parks and Will C. Wood Middle Schools; American Legion and Success Academy. SRO's work with staff in identifying problem areas and focus on long-term solutions. The presence of SROs on campus ensures a safe environment.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by helping to provide safe, orderly campuses so that students and staff may engage in the learning process without disruption. Aligns with Pillar II, Family and Community Engagement, as the Police Department is an important community partner which provides services and opportunities for families to engage in safety planning, drug and alcohol awareness and crime prevention.

**RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No. 701-0557                      Outdoor Learning Center at School of Engineering & Sciences**  
 Bids received:                      March 6, 2014  
 Recommendation:                      Award to Abide Builders  
 Amount:                                      \$210,190  
 Funding Source:                      Redevelopment Funds

BIDDER	BIDDER LOCATION	AMOUNT
Abide Builders License #891745	West Sacramento, CA	\$210,190
American River Construction License #573022	El Dorado, CA	\$246,400
Landmark Construction License #807981	Loomis, CA	\$258,500
Bobo Construction License #183537	Elk Grove, CA	\$372,900

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

Bid No. 703-0510            Lease-Leaseback Agreement for C.K. McClatchy High School Gym HVAC Project

Recommendation:        Award to Clark & Sullivan Construction

Amount/Funding:        \$1,886,877.00, Measure R Funds

Bid No. 701-0520            Lease-Leaseback Agreement for Hiram Johnson High School Gym  
Modernization Project

Recommendation:        Award to Seward L. Schreder Construction, Inc.

Amount/Funding:        \$2,944,917.00, Measure R Funds

The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Roebbelen Contracting, Inc.	Alice Birney K-8 Portable Relocation & Improvement Project, DSA #02-112958	January 16, 2014



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## SERVICES AGREEMENT

**Date:** March 5, 2014 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Apriant, Inc., (hereinafter referred to as "Contractor").

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

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

### ARTICLE 1. SERVICES

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

- Contractor will investigate current business processes, develop and implement improved business process including, but not limited to:
  - Working/Payroll Calendars
  - Salary Schedules
    - Payroll Calculation Process Using Working/Payroll Calendars & Salary Schedules
  - Hiring process
  - Payroll procedures and processes
  - On Boarding Process
  - Exit Process
  - Staffing Systems
  - Evaluation Systems
  - Time Entry
  - Substitute system integration
  - Talent Management
  - System workflow

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- Contractor may assist in the development of interfaces
  - Contractor may assist in the development of appropriate month end and year-end procedures
  - Contractor may assist in the development of appropriate month end reporting
  - Contractor may assist in the development of adequate in-house capabilities for Ad Hoc reporting
  - Contractor may assist in moving to a paperless work environment
  - Contractor may assist in the implementation of increased Escape functionality
  - Contractor may do an analysis of current business processes and make recommendations on how to align business processes to available software functionality to maximize employee and District effectiveness
  - Contractor may provide appropriate documentation of new business processes
  - Contractor may assist in the implementation of additional business software and systems as deemed necessary to support improved business operations, information transparency, and operational effectiveness. Systems include but are not limited to:
    - Budget
    - Work order system to handle customer service requests.
    - Work order system to automate the Uniform Complaint procedures
    - Onboarding
    - Improvements to the Substitute system
    - Implementation of an online time entry system
    - Talent management
    - Professional learning systems
    - Automated evaluation systems
    - Position control system
    - Business Intelligence
    - Automated pay advice
    - Benefit/Employee portal
    - Online Open Benefit Enrollment
    - Retiree Insurance system
    - School/Department budget system
    - SharePoint Services
    - Implementation of web-based print shop interface
  - If it is determined that the District's primary Business Software must be replaced or upgraded, Contractor will provide direct assistance with the implementation of the new software.
  - Contractor may provide mentoring support to existing IT administrators.
  - Contractor may be responsible for developing Professional Development and training to allow staff and public to effectively utilize all system enhancements and improvements.
  - Contractor may assist in other business or information technology issues as requested

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## ARTICLE 2. TERM

This Agreement shall commence on March 31, 2014 and continue through June 30, 2015 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

## ARTICLE 3. PAYMENT

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$110 per hour for all services performed remotely; \$145 per hour for all services performed on-site as may be requested by the District, not to exceed \$295,000 during the first year of the contract. District shall not pay travel and other expenses. If services continue beyond one year, the rates shall adjust in the second year to \$120 per hour for all services performed remotely and \$155 per hour for all services performed on-site, not to exceed \$312,000 during the second year. If services continue beyond two years, the rates shall adjust in the third year to \$130 per hour for all services performed remotely and \$165 per hour for all services performed on-site, not to exceed \$333,000 during the third year.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Ken A. Forrest, Chief Business Officer, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

## ARTICLE 4. EQUIPMENT AND FACILITIES

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment, licenses and fees to render the services pursuant to this Agreement.

## ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the

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completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

### **ARTICLE 6. INDEPENDENT CONTRACTOR**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

### **ARTICLE 7. FINGERPRINTING REQUIREMENTS**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement may result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprint clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

### **ARTICLE 8. 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 Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.



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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 Agreement.

#### **ARTICLE 9. INSURANCE**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 10. TERMINATION**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

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 Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

#### **ARTICLE 11. ASSIGNMENT**

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 12. 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  
PO Box 246870  
Sacramento CA 95824-6870  
Attn: Kimberly Teague, Contracts

Contractor:  
Apriant, Inc.  
1465 S. Pearl Street, Suite 1  
Denver, CO, 80210  
Attn: Matt Knoepke

### **ARTICLE 13. 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 party to be otherwise expressly permitted in this Agreement.

### **ARTICLE 14. CONFLICT OF INTEREST**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

### **ARTICLE 15. NONDISCRIMINATION**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

### **ARTICLE 16. 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. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

### **ARTICLE 17. 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 Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.



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**ARTICLE 18. APPLICABLE LAW/VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**APRIANT, INC.**

By: \_\_\_\_\_  
Ken A. Forrest  
Chief Business Officer

By: \_\_\_\_\_  
Matthew M. Knoepke  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

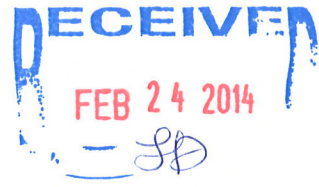
If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

\_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

SA13-00477



**Amendment No.** 1

**Date:** February 10, 2014  
(Supersedes Previous Amendment No. 1 dated November 18, 2013)

**Project Name:** Sacramento City Unified School District  
John F. Kennedy High School Track and Field Replacement  
Increase in Construction Cost  
HMC #3186014000

**AMENDMENT NO. 1 TO OWNER/ARCHITECT AGREEMENT**

**That certain Owner/Architect Agreement (Agreement) dated July 1, 2013, by and between Sacramento City Unified School District (Owner) and HMC GROUP (Architect), with respect to providing Architectural and Engineering Services is hereby amended, modified, and revised as follows:**

**Purpose:**

To adjust the Construction Cost and fee due to the increased scope of work for John F. Kennedy High School.

**Architect's Compensation:**

Original Construction Cost & Fee:	\$1,800,000 x 8% = \$144,000
Revised Construction Cost & Fee:	\$5,263,025 x 9% = \$473,672

Total Revised fee shall be Four Hundred and Seventy-three Thousand Six Hundred and Seventy-two Dollars (\$473,672).

**Reimbursable Expenses:**

Reimbursable expenses are in addition to compensation for Basic and Additional Services, and include actual expenditures made by the Architect and Architect's employees and consultants in the interest of the Project per Article 4.3 of the Master Agreement for Architectural Services dated July 1, 2013.

**Authorization/Agreement to Proceed:**

Please review this Amendment for Extended Construction Administration Support and if you have any questions please contact Brian Meyers at (916) 325-1100, ext. 3613.

HMC GROUP is hereby requested and authorized by Sacramento City Unified School District to provide Additional Services for Extended Construction Administration Support Services as described above. All the foregoing is agreed to and authorized by:

**HMC GROUP**  
3546 Concours Street  
Ontario, CA 91764

**Sacramento City Unified School District**  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

By  2.10.14  
Phil Nemeth, AIA LEED® AP BD+C (Date)  
Principal

By \_\_\_\_\_  
Ken A. Forrest (Date)  
Chief Business Officer

cc: L. Eloff, B. Meyers, File-CN-AOA  
Amend No. 1\_Increase in CC\_131118\_Rev 140210-1

*Handwritten:* K.C. Allen 2/25/14

*Handwritten:* JNV 2/25/14



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## SERVICES AGREEMENT

**Date:** March 21, 2014 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and e-Builder, Inc., (hereinafter referred to as "Contractor").

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

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

### ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Develop, implement, maintain, and provide training and support of e-Builder Enterprise<sup>™</sup> capital project and program management software, per proposal dated November 29, 2013 submitted in response to RFP. Software will be used to manage Measure Q bond funds and will include, but not be limited to: Capital Planning, Cost & Funding Management, Structured Workflow and Forms Management, Schedule Management, Bid Management, Integrated Reporting and Dashboards, and the Enterprise Foundation set of Modules (Exhibit B).

### ARTICLE 2. TERM.

This Agreement shall commence on March 21, 2014, and continue through March 20, 2017, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

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### **ARTICLE 3. PAYMENT.**

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall not exceed Two Hundred Forty Six Thousand, Three Hundred Sixty Two Dollars (\$246,362).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Crystal Hoff, Construction/Bond Accounting Specialist, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

### **ARTICLE 4. LICENSE OF SOFTWARE**

District's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise<sup>tm</sup> software) is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The District acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise<sup>tm</sup>) are reserved by e-Builder. District acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

### **ARTICLE 5. EQUIPMENT AND FACILITIES.**

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

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## ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

## ARTICLE 8. 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 Agreement, 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 Agreement.

## ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 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. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

## ARTICLE 10. WARRANTIES

Representations. District represents, warrants and covenants the following to e-Builder:  
(i) currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for District's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, District will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective



responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT DISTRICT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY DISTRICT HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES.

#### **ARTICLE 11. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

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 Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

#### **ARTICLE 12. AUDIT RIGHTS.**

e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit District records relating to District's activities pursuant to this Agreement in order to verify that District has complied with the terms of this Agreement. The audit will be conducted at e-Builder's expense, unless the audit reveals that District has not complied with the terms of this Agreement, in which case (i) District will reimburse e-Builder for all reasonable costs and expenses incurred by e-Builder in connection with such audit; (ii) the District shall pay e-Builder for any annual license fee underpayment disclosed by the audit; and (iii) the District shall pay e-Builder a non-compliance penalty fee equal to 5% of the corrected annual license fees. Such audits will be conducted no more than once in any period of twelve (12) consecutive months.

#### **ARTICLE 13. CONFIDENTIALITY.**

Confidential Information refers to all nonpublic information provided by one party to the other. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of such information.

#### **ARTICLE 14. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 15. 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  
PO Box 246870  
Sacramento CA 95824-6870  
Attn: Kimberly Teague, Contract Specialist

Contractor:  
E-Builder, Inc.  
1800 N.W. 69<sup>th</sup> Ave, Ste 201  
Plantation, FL 33313  
Attn: Todd Procaccini, Account Mgr.

#### **ARTICLE 16. 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 party to be otherwise expressly permitted in this Agreement.

#### **ARTICLE 17. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### **ARTICLE 18. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

#### **ARTICLE 19. 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. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

#### **ARTICLE 20. 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 Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.



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**ARTICLE 21. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

**ARTICLE 22. RATIFICATION BY BOARD OF EDUCATION.**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**E-BUILDER, INC.**

By: \_\_\_\_\_  
Ken A. Forrest  
Chief Business Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

---

**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

\_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

**EXHIBIT B**



*E-BUILDER RESPONSE TO:*

**PURCHASE, INSTALLATION,  
IMPLEMENTATION AND MAINTENANCE  
OF CAPITAL PROJECT AND PROGRAM  
MANAGEMENT SOFTWARE**

Final Proposal



**E-Builder Incorporated  
1800 NW 69th Avenue, Suite 201  
Plantation, Florida 33313  
Phone: 800-580-9322**

**February 25, 2014**

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## Investment Summary

The following details the investment summary associated with the licensing of e-Builder Enterprise.

Item	Scope Variables	Price
<b>Software License</b>		
Number of Users	20	\$30,000
Additional Cost Per User License	\$1,500	
<i>Total Annual License</i>		<b>\$30,000</b>

Optional 50 Users - \$47,800

Optional Unlimited Users - \$60,700 (\$400M Program or 15 Years)

### Implementation

Initial e-Builder Enterprise Implementation		\$126,862
Estimated Integration	Standard Import/Export batch integration with ESCAPE	\$48,500
Estimated Integration	LDAP / SSO (SAML 2.0 Compliant)	\$18,000
Estimated Travel Costs		\$23,000
<i>Total Initial Implementation</i>		<b>\$216,362</b>

### Additional Terms

**Payment Terms:** Payment of the 1st year license cost is due upon signing of this agreement. 50% of the Implementation and Additional Services investment is due upon signing and the remaining 50% is due upon completion of the training.

**Travel and Expenses:** Travel expenses and course material reproduction (if requested) are not included in the above investment. These expenses are billed as incurred as actuals.

**Note:** The investment summary is considered valid for 90 days from the publication of the Order Form. Non-approval of the Order Form within this timeframe will result in the redefinition of the investment summary.

### Annual Licensing Includes:

- Unlimited Projects
- Unlimited Data Storage
- Unlimited Document Storage
- All Maintenance
- All Enhancements
- All Upgrades
- 24/7 Technical Support
- Annual data Archive

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## Implementation Scope

Phase	Deliverables	Quantity (If Applicable)	Comments
<b>Initiation (Discovery)</b>			
	Kick Off Meeting		
	Initial Project Schedule		
	Data Gathering Guide		
	Implementation Goals and Success Metrics		
<b>Planning (Design)</b>			
	Solution Requirements Document	1	
<b>Execution (Configuration)</b>			
	Capital Planning	1 template	
	Cost & Funding Management	1 template	
	Structured Workflow	3 Process types	
	Forms Management	3 Form types	Additional sixty (60) out-of-the-box Form types will be provided.
	Schedule Management	1 template	
	Bid Management	Included	
	Dashboards	3 dashboard	Additional one(1) Adoption Management dashboard will be provided.
	Reports		Additional one hundred and twenty (120) out-of-the-box Reports will be provided
	Document Management	1 template	
	Calendar Management	1 template	
	Setup & Security	Included	
	Import Toolkit	Included	
<b>Control (Training)</b>			
	Administrator	1 session	3 days in duration
	End User	2 sessions	Each session is 2 days in duration
	Train the Trainer	1 session	3 days in duration
	Onsite Support	1 week	4 days in duration
<b>Closure (Adoption)</b>			
	Adoption Calls	3 calls	





## Implementation Phasing

The implementation timeline will be broken into two (2) phases, defined below:

### PHASE I

- Capital Planning
- Cost Management
- Process Management (1 Structured Workflow)
- Forms Management
- Document Management
- Schedule management
- Base Modules
- Import Toolkit
- Integration & SSO

### PHASE II

- Process Module (2 Structured Workflows)
- Bidding Module

## Additional Implementation Scope Detail

- Batched Integration** - e-Builder and Sacramento City Schools will integrate e-Builder and ESCAPE (Sacramento City Schools financial system). This integration will provide the ability for Sacramento City Schools to send/receive key cost related data between ESCAPE and e-Builder. There are key connection points and data that will be integrated between the applications. The detail below is an outline based upon initial discussions. Further technical discussions would be required if Sacramento City Schools desires to add additional data points to integrate or the technical means and method to integrate the applications.

The e-Builder Implementation team will perform a more detailed requirement gathering that will document the specific fields and exceptions. This information will be documented as a Technical Requirements document and will require approval from Sacramento City Schools before development begins.

### Integration Method

The integration between ESCAPE and e-Builder will be a batched file transfer of information. The transfer files between the two applications utilizing a Secure FTP site. Sacramento City Schools is responsible to setting up and maintaining the Secure FTP site. This site will be used as the transfer mechanism in which files will be passed to/from each

## SECURE FTP



application. Sacramento City Schools will provide the Secure FTP information and credentials to the e-Builder team for access.

For each integration point (e.g., purchase order, commitment, invoice, etc.), the duration will be defined during the implementation (e.g., hourly, daily, weekly, twice daily, etc.) that the files will be sent to the Secure FTP site for transfer. The file format of the files will be one of the following files types (e.g., XLS, .CSV or tab-delimited text file). Detailed mapping of the files will occur during the implementation and be documented in the Technical Requirements document.

### **Integration Points**

Several integration points typically exist between e-Builder and client financial systems. These integration points can also be referred to as *cost objects*. For example,

- A Purchase Order in Sacramento City Schools is a specific cost object. In e-Builder, this is referred to as a *Commitment*.

For each of the objects, Sacramento City Schools will be required to map the fields to the associated e-Builder fields for the data files being transferred. As part of integration effort, e-Builder will provide for each cost object being integrated the detailed field mapping, required fields and business rules associated. Sacramento City Schools will perform the necessary development to ensure the fields are formatted for the exported from ESCAPE and mapped for the import from e-Builder.

The identified cost objects that included in the integration are:

- a. Purchase Order
- b. Payments (Bi-directional)
- c. Change Orders (Bi-directional)

Additional cost objects can be added, but, further discussion would be required to determine if it will require a scope change.

### **Error Handling**

If exceptions occur with any files that are being imported from ESCAPE to e-Builder, a file will be generated with a list of the exceptions, which will be stored in an exceptions folder in the documents module in e-Builder (exact location to be determined). E-mail notifications of the exceptions will be sent to Project Controls.

The exceptions file will be in the same format as the original files with the last column containing the reason for the exception. Once the errors in the file are fixed, the file will be uploaded back in the same exceptions folder. The scheduled job for the next duration will process the fixed exceptions file first before fetching new data from the SFTP folder. In addition, this job can be executed on-demand.

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### Testing

For the testing of the batched integration, e-Builder will setup a test environment and Sacramento City Schools will be required to do the same for ESCAPE. A test plan for the identified cost objects and standard exceptions will jointly be created by Sacramento City Schools and e-Builder. Testing will be performed in these test environments before being moved into Production.

EXHIBIT B-2

SCHOOL RESOURCE OFFICER (SRO) SALARY & BENEFIT COST AND FLEET MAINTENANCE COST<sup>1</sup>

Salary & Benefits	Starting Costs	Year 1: <sup>2</sup>	Year 2:		Year 3:		Year 4: <sup>3</sup>		Year 5:
		2009-2010	2010-2011		2011-2012		2012-2013		2013-2014
			Sep - Dec	Jan - Jun	Sep - Dec	Jan - Jun	Sep - Dec	Jan - Jun	Sep - Jun
SRO Annual	\$125,723								
SRO Annual x 7	\$880,060								
SRO Sgt Annual	\$164,235	2009-0908	2009-0908-1		2009-0908-1		2009-0908-2		2009-0908-2
SRO & Sgt Annual	\$1,044,295								
80% Pro Rate <sup>4</sup>	\$835,436								
Monthly Billing		\$118,597	\$128,623	\$131,196	\$132,508	\$133,833	\$84,379	\$86,488	\$89,083
Period Sub Total		\$1,189,570	\$514,493	\$787,174	\$530,030	\$802,996	\$337,516	\$518,931	\$890,831
<b>Salary &amp; Benefits Total</b>		<b>\$1,189,570</b>	<b>\$514,493</b>	<b>\$787,174</b>	<b>\$530,030</b>	<b>\$802,996</b>	<b>\$337,516</b>	<b>\$518,931</b>	<b>\$890,831</b>
<b>Overtime Hourly Billing</b>									
Officer		\$63.97	\$63.97	\$65.25	\$65.90	\$66.56	\$67.23	\$68.91	\$70.98
Sergeant		\$83.25	\$83.25	\$84.92	\$85.77	\$86.63	\$87.50	\$89.69	\$92.38
Overtime Estimate (600 hrs)		\$76,764	\$30,706	\$46,980	\$31,632	\$47,923	\$16,135	\$24,808	\$42,587
<b>Period Overtime Estimate</b>		<b>\$76,764</b>	<b>\$30,706</b>	<b>\$46,980</b>	<b>\$31,632</b>	<b>\$47,923</b>	<b>\$16,135</b>	<b>\$24,808</b>	<b>\$42,587</b>
<b>Salary Adjustments<sup>6</sup></b>		<b>0%</b>	<b>0%</b>	<b>2%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>2.5%</b>	<b>3%</b>
<b>Fleet Maintenance Costs<sup>7</sup></b>									
Monthly Rate per Vehicle		\$1,200	\$1,200				\$1,200		
Monthly Cost for 8 Vehicles		\$14,400	\$15,600				\$9,600		
Annual Cost for 8 Vehicles		\$172,800	\$187,200				\$115,200		
80% Pro Rate		\$138,240	\$149,760				\$92,160		
<b>Fleet Total Costs</b>		<b>\$138,240</b>	<b>\$149,760</b>				<b>\$92,160</b>		
<b>Total Salary, Benefits &amp; Fleet</b>	<b>\$9,511,156</b>	<b>\$1,404,574</b>	<b>\$1,529,112</b>			<b>\$1,562,342</b>		<b>\$989,550</b>	<b>\$1,025,578</b>

1 All costs have been rounded to the nearest dollar.

2 Years 1 - 3 reflect previously agreed upon salary exhibits in Agreements 2009-0908 and 2009-0908-1

3 Years 4 and 5 reflect staffing changes from 12 Officers and 1 Sergeant to 7 Officers and 1 Sergeant, per this Supplemental Agreement.

4 80% Pro Rate reflects charges for months that coincide with the school year.

5 The Overtime Estimates for Years 1-3 were 1200 hours per year; with the staffing reductions, the Overtime Estimates for Years 4 and 5 were reduced to 600 hrs per year

6 Scheduled salary adjustments are derived from the City's Agreement with the Sacramento Police Officers Association.

7 Years 1 - 3 reflect previously agreed upon Fleet Maintenance costs in Agreements 2009-0908 and 2009-0908-1.