



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Jasjit Singh, President (Trustee Area 2)
Tara Jeane, Vice President (Trustee Area 1)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Jose Navarro (Trustee Area 3)
April Ybarra (Trustee Area 4)
Taylor Kayatta (Trustee Area 6)
Michael Benjamin (Trustee Area 7)
Justine Chueh-Griffith, Student Member

Thursday, May 15, 2025

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2024/25-19

Allotted Time

4:30 p.m. **1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

**2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE
DISCUSSED IN CLOSED SESSION**

3.0 CLOSED SESSION

While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.

3.1 Government Code 54956.9 - Conference with Legal Counsel:

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)
- b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2025010660 & OAH Case No. 2025010729)

3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)

3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Complaint

3.4 Government Code 54957- Public Employee Appointment
(a) Approve- Principal, Phoebe Hearst
(b) Approve- Principal, John Bidwell

- 3.5 *Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 24-25: Expulsion #24 2024/2025 (David Van Natten)*
- 3.6 *Government Code section 54957—Public Employee Performance Evaluation Title: Superintendent*

6:00 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

4.1 *The Pledge of Allegiance*

4.2 *Broadcast Statement*

4.3 *Stellar Student introduced by Board Member Jose Navarro*

6:05 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:10 p.m. **6.0 AGENDA ADOPTION**

6:15 p.m. **7.0 PUBLIC COMMENT** **15 minutes**

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district's website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

6:30 p.m. **8.0 CONSENT AGENDA** **Action**
2 minutes

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

8.1 *Items Subject or Not Subject to Closed Session:*

8.1a *Approve/Ratification of Other Agreements, Bid Awards, Declared Surplus Materials and Equipment, Change Notices, and Notices of Completion (Janea Marking)*

8.1b *Approve Contracts Report >\$15,000 (Janea Marking)*

8.1c *Approval of Unauthorized Vendor Payments (Janea Marking)*

8.1d *Approve Warrants, Checks, and Electronic Transfers issued for the Period of March 1-31, 2025 (Janea Marking)*

8.1e *Approve Donations to the District for the Period of March 1-31, 2025 (Janea Marking)*

- 8.1f Approve PO Report March 15, 2025 – April 14, 2025 (Janea Marking)
- 8.1g Approve 2024-25 Legal Contracts Increase Request (Janea Marking)
- 8.1h Approve Personnel Transactions (Cancy McArn)
- 8.1i Approval of Art and Music in Schools Funding (AMS) 24-25 Budget
(Proposition 28) (Yvonne Wright)
- 8.1j Approve Staff Recommendation for Expulsions # 24 of the 2024-25 school year
(David Van Natten)
- 8.1k Approve AM Winn field trip to Ashland, OR from June 3-6, 2025 (Mary Hardin
Young & Tuan Duong)
- 8.1l Approve Miwok Middle field trip to Boston, MA May 25-30, 2025 (Mary Hardin
Young & Jerad Hyden)
- 8.1m Approve SETA Head Start Budget Modification for Head Start Basic FY 2024-
25 (Yvonne Wright)
- 8.1n Approve SETA Head Start Budget Modification for Early Head Start Basic
FY 2024-25 (Yvonne Wright)
- 8.1o Approve SETA Head Start Budget Modification for Head Start 2023-24 No-Cost
Extension (Yvonne Wright)
- 8.1p Approve SETA Head Start Budget Modification for Early Head Start 2023-24
No-Cost Extension (Yvonne Wright)
- 8.1q Approve Board of Education Meeting Calendar 2025-26 School Year
(Superintendent Lisa Allen)
- 8.1r Approve Job Descriptions (Cancy McArn & Dan Schallock)
- 8.1s Approve Labor Partner Agreements (Cancy McArn)
- 8.1t Approve Labor Partner Agreements (Cancy McArn)
- 8.1u Approve Annual Employee Demographics Report (Cancy McArn)

6:32 p.m. **9.0 COMMUNICATIONS**

9.1 Employee Organization Reports:

- SCTA
- SEIU

Information
 SCTA – 15 minutes
 SEIU – 15 minutes
 TCS – 3 minutes
 Teamsters – 3 minutes

- TCS
- Teamsters
- UPE

UPE – 3 minutes

7:11 p.m.	9.2	Student Member Report (Justine Chueh-Griffith)	Information 5 minutes
7:16 p.m.	9.3	President's Report (Jasjit Singh)	Information 5 minutes
7:21p.m.	9.4	Information Sharing by Board Members	Information 10 minutes

10.0 SPECIAL PRESENTATION

7:31 p.m.	10.1	Recognition of Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month (Board President Jasjit Singh)	Information 5 minute presentation 5 minute discussion
7:41 p.m.	10.2	Black African American Advisory Board Annual Update (Terrence Gladney)	Information 15 minute presentation 10 minute discussion
8:06 p.m.	10.3	Expanded Learning Opportunities (ELO) Program Plan Update (Manpreet Kaur)	Information 10 minute presentation 10 minute discussion
8:26 p.m.	10.4	Update on Delta Shores Development (Chris Ralston)	Information 5 minute presentation 5 minute discussion
8:36 p.m.	10.5	Approve Resolution No. 3493 to Surplus 2401 Florin (Nathaniel Browning)	Action 5 minute presentation 5 minute discussion
8:46 p.m.	10.6	Approve Resolution No. 3494 to Surplus CP Huntington Elementary (Nathaniel Browning)	Action 5 minute presentation 5 minute discussion
8:56 p.m.	10.7	Approve Resolution No. 3495 to Surplus Fruit Ridge Elementary (Nathaniel Browning)	Action 5 minute presentation 5 minute discussion
9:06 p.m.	10.8	Approve Resolution No. 3496 to Surplus Maple Elementary (Nathaniel Browning)	Action 5 minute presentation 5 minute discussion
9:16 p.m.	10.9	Approve Process for Hiring Real Estate Consultant (Chris Ralston)	Action 5 minute presentation 5 minute discussion

9:26 p.m. **11.0 FUTURE BOARD MEETING DATES / LOCATIONS**

Board Agenda, May 15, 2025

✓ June 5, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

✓ June 26, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

9:28 p.m.

12.0 ADJOURNMENT

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education relating to an open session item will be available for public inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at www.scusd.edu.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: May 15, 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
4. Change Notices – 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>
<u>MULTILINGUAL LITERACY DEPARTMENT</u>		
Orange County Superintendent of Schools M25-00003	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,780 No Match
Period: 5/2-25 – 5/3/25 Description: SCUSD staff to support the implementation of the Hmong History and Cultural Studies Model Curriculum (HHCSMC). Attend conference to learn about HHCSMC and its resources, connect with Hmong American community members, and participate in culturally immersive experiences. Orange County Department of Education will provide funding for substitute teachers at \$420 per substitute on Friday May 02, 2025 and \$200 stipends per teacher for Saturday May 03, 2025. Total funding not to exceed \$5,780.		
<u>COLLEGE AND CAREER READINESS DEPARTMENT</u>		
SCOE M25-00005	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$3,000 per class No Match
Period: 5/5/25 – 8/31/25 Description: MOU for implementation of the High School Career Paths to Success, Summer Program (High School Summer Program). This program will expose high school students to wellness and education careers, while also providing them with valuable and transferable job skills over the summer 2025. SCOE will provide a \$500 stipend to all District students who successfully complete the class and required paperwork.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

<u>SITE/DEPT</u>	<u>ITEM</u>
Pacific E.S. John D. Sloat E.S. A.M. Winn Waldorf K-8 Charles A. Jones Ed. Center	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.
<u>ITEMS</u>	
Chromebooks (8 ea.) Laptops (7 ea.) Desktops (30 ea.) Printers (13 ea.) Document Cameras (11 ea.) Monitors (122 ea.) Misc. (1 ea.)	STATUS: The District has determined these items are not repairable nor usable.
<u>TOTAL VALUE</u>	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
\$0.00	
<u>DISPOSAL METHOD</u>	
e-Waste	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0010-464 A.M. Winn Telecenter
Bids received: 2:00 pm, April 16, 2025
Recommendation: Award to Vanden Bos Electric, Inc.
Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Vanden Bos Electric, Inc.	Roseville CA	\$283,195
KS Telecom, Inc.	Penryn CA	\$381,920

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Fern Bacon Middle School Modernization and New Construction

Recommendation: Balfour Beatty / Clark and Sullivan, a joint venture was awarded preconstruction services at the December 19, 2024 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with Balfour Beatty / Clark and Sullivan, a joint venture. This request for proposal (RFP) was publicly advertised on October 8, 2024 and October 15, 2024. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is established, the construction contract will be submitted to the Board for approval.

Original Pre-Construction Amount: \$107,000; Measure H Funds

Amendment No. 1 Amount of \$3,139,643 to Balfour Beatty / Clark and Sullivan, a joint venture funded with Measure H Funds. Amendment No. 1 is for the demolition, abatement and move the MPOE (Internet) over summer 2025.

New Contract Amount: \$3,246,643; Measure H Funds

1 AGREEMENT NUMBER: 10006944

2 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
3 SERVICE AGREEMENT

4 This AGREEMENT is hereby made and entered into this 13th day of
5 March 2025, by and between the Orange County Superintendent of
6 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
7 referred to as SUPERINTENDENT, and Sacramento City Unified School
8 District, 5735 47th Avenue, Sacramento, California 95824, hereinafter
9 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
10 collectively referred to as the Parties.

11 WHEREAS, SUPERINTENDENT has received grant funds from the
12 State of California Department of Education (CDE) for the Model
13 Curriculum Project Supplemental: Hmong History and Cultural Studies
14 grant, hereinafter referred to as PROGRAM; and

15 WHEREAS, the PROGRAM grant requires that SUPERINTENDENT
16 allocate a portion of the PROGRAM grant funds to support the goals
17 and activities of the Model Curriculum Project Supplemental: Hmong
18 History and Cultural Studies grant; and

19 WHEREAS, DISTRICT is specially trained and experienced and
20 competent to perform the special services required by the
21 SUPERINTENDENT, and such services are needed on a limited basis;

22 NOW, THEREFORE, the Parties hereby agree as follows:

23 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
24 independent contractor to perform the following described services
25 for the Model Curriculum Project Supplemental: Hmong History and

Cultural Studies grant for the Division of Educational Services.
Specifically, the DISTRICT shall perform the following services:

1.1 DISTRICT send up to ten (10) educators to attend the Model Curriculum Project Supplemental: Hmong History and Cultural Studies Conference in May of 2025 at the Piccadilly inn Airport in Fresno.

1.2 SUPERINTENDENT shall reimburse DISTRICT for substitute educator(s) attending on the Friday conference date. Substitute rate of pay Four hundred twenty dollars (\$420.00) per educator.

1.3 SUPERINTENDENT shall pay DISTRICT educator(s) a stipend for attending on the Saturday conference date. Stipends rate of pay Two hundred dollars (\$200.00) per educator.

1.4 SUPERINTENDENT will cover cost of lodging for educator(s) traveling more than Fifty (50) miles to attend the conference. SUPERINTENDENT will arrange lodging directly with the hotel.

2.0 TERM. DISTRICT shall commence providing Services under this AGREEMENT on March 13, 2025 and will diligently perform as required and complete performance by May 30, 2025, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed Five thousand seven hundred eighty dollars (\$5,780.00) for Services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. Payment shall be made to DISTRICT upon completion and

1 acceptance of Services and receipt of an itemized invoice. If invoice
2 includes any travel related or material related expenses itemized
3 receipts must be included. DISTRICT shall direct all invoices to:
4 Orange County Superintendent of Schools, Attn: Accounting Manager,
5 200 Kalmus Drive, Post Office Box 9050, Costa Mesa, California 92628-
6 9050. Payment shall be made to DISTRICT within thirty (30) calendar
7 days of SUPERINTENDENT'S receipt an accurate invoice. Payment shall
8 be mailed to: Sacramento City Unified School District, 5735 47th
9 Avenue, Sacramento, California 95824, or at such other place as
10 DISTRICT may designate in writing.

11 B. DISTRICT agrees to establish and maintain fiscal control
12 and accounting procedures as may be necessary to assure proper
13 accounting for all funds under this AGREEMENT. Any work performed
14 prior to approval of the SUPERINTENDENT will be rendered on a
15 voluntary basis, and shall not be compensated unless and until
16 funding is authorized. Any work performed prior to approval of the
17 State of California will be rendered on a voluntary basis and shall
18 not be compensated unless and until funding is authorized.

19 C. It is expressly understood that funds received from this
20 AGREEMENT cannot supplement or supplant any pre-existing project or
21 materials previously created by the DISTRICT.

22 D. DISTRICT shall be responsible for any costs or expenses
23 paid or incurred by DISTRICT in performing Services. DISTRICT shall
24 not claim reimbursement for food, equipment purchases, or for
25

1 services provided beyond the expiration and/or termination of this
2 AGREEMENT, except as may otherwise be provided under this AGREEMENT.

3 E. SUPERINTENDENT may withhold or delay any payment should
4 DISTRICT fail to comply with any of the provisions set forth in this
5 AGREEMENT.

6 F. The obligation of SUPERINTENDENT under this AGREEMENT is
7 contingent upon the availability of funds furnished by the State of
8 California. In the event that such funding is terminated or reduced,
9 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
10 obligations hereunder shall be limited to a pro-rated amount of
11 funding actually received by the SUPERINTENDENT under the PROGRAM
12 grant. SUPERINTENDENT shall provide DISTRICT written notification of
13 such termination. Notice shall be deemed given when received by the
14 DISTRICT or no later than three (3) days after the day of mailing,
15 whichever is sooner.

16 4.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an
17 independent contractor and shall be wholly responsible for the manner
18 in which the Services required by the terms of this AGREEMENT are
19 performed. Nothing herein contained shall be construed as creating
20 the relationship of employer and employee, or principal and agent,
21 between SUPERINTENDENT and DISTRICT. DISTRICT assumes the
22 responsibility for the acts and omissions of its employees or agents
23 as they relate to the services to be provided. DISTRICT, its
24 officers, agents and employees, shall not be entitled to any rights,
25 and/or privileges of SUPERINTENDENT'S employees and shall not be
considered in any manner to be SUPERINTENDENT'S employees.

5.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.

6.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A.

7.0 HOLD HARMLESS/INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and their officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents, or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents, or officers of DISTRICT during the period of this AGREEMENT.

C. DISTRICT agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and

1 losses accruing or resulting to any and all contractors,
2 subcontractors, suppliers, laborers, and any other person, firm or
3 corporation furnishing or supplying work services, materials, or
4 supplies in connection with the performance of this AGREEMENT, and
5 from any and all claims and losses accruing or resulting to any
6 person, firm or corporation who may be injured or damaged by DISTRICT
7 in the performance of this AGREEMENT.

8 8.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that
9 all matters produced under this AGREEMENT shall become the property
10 of CDE and cannot be used without SUPERINTENDENT'S and CDE'S express
11 written permission. CDE shall have all right, title and interest in
12 said matters, including the right to secure and maintain the
13 copyright, trademark and/or patent of said matter in the name of CDE.
14 All project materials must be submitted to SUPERINTENDENT and CDE.

15 9.0 CONFIDENTIALITY. SUPERINTENDENT and DISTRICT shall maintain the
16 confidentiality of all records, including any hard copies, and/or
17 electronic or computer-based data, and/or audio and/or video
18 recordings, in accordance with all applicable state and federal codes
19 and regulations relating to privacy and confidentiality as they now
20 exist or may hereafter be amended or changed. The confidentiality
21 requirements under this paragraph shall survive the termination or
22 expiration of this AGREEMENT or any subsequent agreement intended to
23 supersede this AGREEMENT.

24 10.0 CALIFORNIA PUBLIC RECORDS ACT. SUPERINTENDENT is a governmental
25 entity of the State of California, by virtue of which is subject to
the California Public Records Act ("CPRA"). The parties agree that

1 any provision of this Agreement which conflicts with the CPRA is
2 ineffective.

3 11.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
4 unlawful discrimination in employment of persons because of race,
5 color, religious creed, national origin, ancestry, physical handicap,
6 medical condition, marital status, or sex of such persons.

7 12.0 APPLICABLE LAWS. The services completed herein must meet the
8 approval of the SUPERINTENDENT and shall be subject to the
9 SUPERINTENDENT'S general right of inspection to secure the
10 satisfactory completion thereof. DISTRICT agrees to comply with all
11 federal, state and local laws, rules, regulations and ordinances that
12 are now or may in the future become applicable to DISTRICT,
13 DISTRICT'S business, equipment and personnel engaged in operations
14 covered by this AGREEMENT or accruing out of the performance of such
15 operations.

16 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
17 AGREEMENT shall not be assigned by the DISTRICT without prior written
18 approval of SUPERINTENDENT.

19 14.0 INSPECTION AND AUDIT. The SUPERINTENDENT and the State of
20 California Department of Education and their respective authorized
21 agents, shall have access, for the purpose of audit or examination,
22 to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT
23 shall maintain records of services provided and financial records for
24 a period of four (4) years, unless such period is waived by
25 SUPERINTENDENT.

15.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

16.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of thirty (30) days prior written notice to the other party.

17.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

18.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway.

20.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

21.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

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

DISTRICT: SACRAMENTO CITY UNIFIED
 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
 OF SCHOOLS

BY: Janea Marking
D2972921888C416...
 Authorized Signature

BY: Patricia McCaughey
 Authorized Signature

PRINT NAME: Janea Marking

PRINT NAME: Patricia McCaughey

TITLE: Chief Business & Operations Officer

TITLE: Director

DATE: 04/29/2025

DATE: March 21, 2025

Sacramento City USD- Model Curric Project Supp-Hmong Hist & Cultural Studies -State grant- 10
 to Attend Conf Presentations (10006944)2025
 ZIP 6

EXHIBIT "A"

District Conference Participation Criteria and Guidelines

Dates: July 2024–June 2025

Purpose: To support the implementation. To inform educators of the Hmong History and Cultural Studies Model Curriculum (HHCSMC), facilitating professional development for educators to effectively teach about the histories, cultures, and traditions of Hmong Americans.


Rationale: The HHCSMC, an open-source curriculum developed to enrich the teaching of Hmong American histories and cultures, will be available on the UC Davis History Project website beginning fall 2024. This initiative aims to ensure educators are well-prepared to integrate this curriculum into their classrooms, enhancing students' understanding and appreciation of Hmong American contributions and experiences.

Plan: Educators in Sacramento City Unified School District will participate in the following activities to support the implementation of the HHCSMC:

1. Recruitment:

- Identify and recruit educators interested in participating in a HHCSMC conference. ([Fresno Conference Flyer](#))

2. Registration:

- Complete a copy of the registration spreadsheet
 [Participating Sacramento City Unified School District Reg Information](#) to include all district attendees for the conference and send it to Ger Thao gthao@ocde.us.

3. Arrange for Substitute Teachers:

- Coordinate and arrange for substitute teachers to cover participating educators on Friday, May 2, 2025.

4. Hotel Registration:

- Coordinate hotel accommodations with OCDE for educators residing more than 50 miles from the conference venue in Fresno on May 2-3, 2025.

5. Conference Attendance:

- Ensure registered educators attend the HHCSMC rollout conference for both days to:
 - Learn about the HHCSMC and its resources.
 - Connect with Hmong American community members, including scholars, educators, and organizational leaders.
 - Participate in culturally immersive experiences.

Compensation:

- OCDE will provide the following support to Sacramento City Unified School District
 - Funding for substitute teacher coverage for 9 teachers on Friday, May 2, 2025 @ \$420.00/sub and hotel accommodations for attendees residing more than 50 miles from the conference venue.
 - Funding for \$200 stipends per teacher for 10 staff for Saturday, May 3, 2025.
- Total: Payment to Sacramento City Unified School District up to \$620 per teacher for 10 educators or up to \$5,780 to reimburse for stipends and substitute costs after receiving the invoice.

Orange County Department of Education

Educational Services Division

Curriculum, Instruction, and Academic Enrichment Unit

Hmong History & Cultural Studies Conference

Fresno: May 2-3, 2025

Piccadilly Inn Airport



The Orange County Department of Education is proud to introduce the Hmong History and Cultural Studies Model Curriculum (HHCSMC) at conferences in 2025 and 2026. The HHCSMC will assist educators in teaching about the diaspora, histories, cultures, and traditions of Hmong peoples as part of Education Finance Bill AB 167. **Stipends are available for teachers from contracted districts.**

At the conferences, K-12 educators will:

- Learn about the HHCSMC and companion resources
- Connect with educators, scholars, community members, and culture bearers, as well as relevant cultural practices and ways of knowing
- Participate in culturally immersive experiences in local communities

To register for the conference, please visit the following webpage: <https://tinyurl.com/HHCSMC-REG-2>

For more information about this project, please visit the following webpage: <http://tinyurl.com/OCDE-HHCSMC>

To access the Hmong History and Cultural Studies Model Curriculum, please visit: <http://hhcsmc.ucdavis.edu>

If you have any queries, please email ModelCurriculumInfo@ocde.us

The Orange County Department of Education (OCDE) may use photographs, recordings, artifacts or tasks completed by participants to promote events on the OCDE website or supplemental web pages, or on the digital frame in the entry of OCDE office.

Individuals with disabilities in need of auxiliary aides and services may request assistance by contacting Nicole Overholtzer at noverholtzer@ocde.us

LCAP Priority: Pupil Outcomes: School Climate
CA MTSS: Whole Child Inclusive Academic Instruction



PAY RATE	# OF EDUCATORS	TOTAL
\$420.00	9	\$3,780.00
\$200.00	10	\$2,000.00
		GRAND TOTAL
		\$5,780.00

MEMORANDUM OF UNDERSTANDING
Between the Sacramento County Office of Education and
Sacramento City Unified School District

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education (SCOE)** and **Sacramento City Unified School District (District)**, regarding implementation of the High School Career Paths to Success, Summer Program (High School Summer Program) within District. This MOU is dated April 7, 2025 for reference purposes only (Reference Date).

I. Background

SCOE's Career Pipeline project seeks to develop skilled and committed professionals who are motivated and prepared to serve in education and wellness careers in schools, and who are diverse and representative of the students they serve. SCOE currently offers career exploration opportunities and a clear pathway to the teacher and school-based mental health and wellness professions.

High School Summer Program will expose high school students to wellness and education careers, while also providing them with valuable and transferable job skills. District will partner with SCOE in providing the program to its students over the summer. Accordingly, the parties enter into this MOU to set forth the parties' respective obligations in implementing the program.

II. Term and Dates of Use

Agreement must be signed by all parties, no later than May 5, 2025. This MOU will remain in effect through *August 31, 2025*. Failure to return the signed agreement to SCOE by May 5, 2025, may result in cancellation of High School Summer Program.

III. Scope of Work

A. SCOE will:

1. Provide curriculum for a 25-hour High School Summer Program course (Class) for youth designed to support them as they enter the workforce and internships. Curriculum to include topics such as:
 - a. Career exploration in:
 - i. Mental health and wellness
 - ii. Education
 - b. Introduction to peer mentorship
 - c. Financial literacy
 - d. 21st century workplace skills
 - e. Resume development and interviewing skills
2. Provide a coordinator to assist District's teacher with administration of High School Summer Program
3. Facilitate payment of \$500 stipend to all District students who successfully complete the Class and the required paperwork, as reported by District.
4. Ensure coordinators, mentors, and others providing services to youth during the High School Summer Program complete mandated reporter training, fingerprinting and criminal background checks before having any contact with students.
5. Assist District with presentation of High School Summer Program information at a Parent/Family information session.

B. District will:

1. Identify District sites to host the High School Summer Program for District's students.
 - a. Provide appropriate facilities for the High School Summer Program at the selected site(s), including custodial and maintenance services.
 - b. Provide wi-fi access to the High School Summer Program presenters and facilitators; provide access to devices or coordinate with SCOE to obtain devices.
 - c. Provide access to a television or projection screen for High School Summer Program presenters and facilitators to use in the classroom for delivery of the program content.
2. Coordinate with SCOE to determine the schedule for class delivery at site(s) between June 2 and June 27, 2025. Identify a District teacher to deliver curriculum and assist in facilitating High School Summer Program.
 - a. Selected teacher agrees to be responsible for classroom management, daily attendance, and evaluation of participants' successful program completion.
 - b. Selected teachers agree to be present and engaged with students during the program.
 - c. Selected teachers will attend planning and evaluation meetings, including:
 1. High School Summer Program planning meeting with training of facilitators in May (6 hours).
 2. Debrief meeting in July or August after the program completion
3. Recruit up to 15 students per District Class, with an emphasis on recruiting students who fall into high-risk categories and/or traditionally underserved communities and who have an expressed interest in wellness and education careers. Recruitment must be advertised to all students.
4. Help identify and connect students to potential internships, including opportunities within the District and in the community, once they have successfully completed the High School Summer Program.
5. Host a Parent/Family information session about High School Summer Program for participants and their guardians prior to delivery of the program.
6. Deadlines for completion of the MOU, selection of teacher co-facilitators and student participants must be met to ensure a smooth delivery of the program. Failure to meet these deadlines may result in the decision not to move forward with delivery of the program at the district or site.

IV. **Costs**

District will invoice SCOE for \$3,000 per Class to cover associated costs, including teacher and site costs. District to invoice SCOE upon Class completion in June. District will determine teacher stipend amount and be responsible for issuing stipends to the teachers.

V. **Additional Terms:**

- A. **Notices.** Any notice under this MOU must be in writing and mailed to the persons identified below. Any party may change its address or the person who is to receive notice by giving written notice of the change to the other party in the manner provided in this section.

If to the District:

Tina Alvarez-Bevens, Contract Analyst
 Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Tina-alvarez-bevens@scusd.edu

If to SCOE:

Stewart Parker, Project Specialist
Sacramento County Office of Education
10474 Mather Blvd.
Mather, CA 95655
sparker@scoe.net
916-228-2735


- B. Confidentiality. The parties shall maintain the confidentiality of all student personal information and student records in accordance with applicable California and federal law, including the Family Educational Rights and Privacy Act (FERPA).
- C. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees related to the indemnifying party's duties and obligations described in this MOU or imposed by law.
- It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.
- D. Independent Agents. This MOU is between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the parties.
- E. 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.
- F. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority or through self-insurance. Evidence of insurance coverage shall be furnished upon request by a party to this MOU.
- G. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
- H. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

SIGNATURES



Nicolas Schweizer
Associate Superintendent, Business Services
Sacramento County Office of Education



Date

Signed by:


D2972921888C416
Janea Marking
Chief Business & Operations Officer
Sacramento City Unified School District

04/29/2025

Date

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: 0010-464 A.M. Winn Telecenter

SUBMITTED BY: Vanden Bos Electric, Inc.

Name of Bidder

502 Giuseppe Ct, Ste 5, Roseville, CA 95678

Address

916-773-1500

Phone #/Fax #:

License number: 627898 License type: B/C-7/C-10 License expiration date: 9/30/2025

Public Works Contractor DIR Registration # 1000000279 Expiration date: 6/30/2025

Average EMR (past 5 years): 0.77 Total "serious" and "willful" OSHA violations (past 5 years): 0

Bidder: Vanden Bos Electric, Inc.

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 _____ Date 4/16/2025

Patrick Burke

Print Name

Secretary/Treasurer

Title

Affix Corporate Seal Here

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

7
8 Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding
9 Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any
10 doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify
11 the issuing of any clarifying Addenda.

12
13 The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

15	NO. 1	DATE 4/16/2025	NO.	DATE
16	NO.	DATE	NO.	DATE
17	NO.	DATE	NO.	DATE
18	NO.	DATE	NO.	DATE

(Include All Addenda)

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26 Signed

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28
29 Patrick Burke

30 Print Name

31
32
33 Secretary/Treasurer

34 Title

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1. TOTAL BID: Lump Sum (in words) TWO HUNDRED FIFTY-SEVEN THOUSAND FOUR HUNDRED FIFTY

\$ 257,450


2. Allowance for unforeseen conditions; equal to ten percent (10%) of TOTAL BID.	\$ 25.745
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\$ 25,745

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 HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED NINETY-FIVE

TOTAL BASE BID (in figures): \$ 283,195



Vanden Bos Electric, 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:

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33 Vanden Bos Electric, Inc.

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35
36 BY:



37 Signature

38 Patrick Burke

39 Type/Print Name

Secretary/Treasurer

Title

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42 Signature

Title

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44 Type/Print Name

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47 Signature

Title

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49 Type/Print Name

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51 DATE: 4/16/2025

Section 00 42 00 - BID FORM

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TO: Sacramento City Unified School District
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Signed _____ Date 4/16/2025

Patrick Burke

Print Name

Secretary/Treasurer

Title

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\$ 257,450


2. Allowance for unforeseen conditions; equal to ten percent (10%) of TOTAL BID.	\$ 25,745
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\$ 25,745

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TOTAL BASE BID (in words): TWO HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED NINETY-FIVE

TOTAL BASE BID (in figures): \$ 283,195



Vanden Bos Electric, Inc.

Name of Firm _____

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14 Enterprises, including any DVBE acting as a material supplier, lower tier subcontractor, or other entity not required to
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29 placed below.

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31 NAME OF BIDDER:

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33 Vanden Bos Electric, Inc.

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36 BY:



37 Signature

38 Patrick Burke

39 Type/Print Name

Secretary/Treasurer

Title

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41
42 Signature

Title

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44 Type/Print Name

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47 Signature

Title

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49 Type/Print Name

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51 DATE: 4/16/2025



SUMMARY OF BID RESULTS

Bid No. & Title: 0010-464 A.M. Winn Telecenter

Date/Time: April 16, 2025; 2:00 p.m.

BIDDER NAME	BASE BID	OWNERS ALLOWANCE	TOTAL BID
KS Telecom, Inc.	\$347,200	\$34,720	\$381,920
Vanden Bos Electric, Inc.	\$257,450	\$25,745	\$283,195

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



Sacramento City Unified School District

425 1st Ave., Sacramento, CA 95818

**Facilities Lease Amendment #01
Fern Bacon MS Campus Revitalization
DSA #02-122900
Purchase Order #R25-03405
Project #0431-478**

Effective **May 15, 2025**, the Facilities Lease Agreement dated **December 19, 2024** between the Sacramento City Unified School District and **Balfour Beatty – Clark Sullivan a Joint Venture** for the is amended to **for Increment 1-Demolition, abatement, and MPOE relocation TBR** as follows:

1. Section 1.1.5. Entity Representative is amended to replace the Entity's representative and authorized signer from Brian Cahill to **Emily Kay**.
2. Section 1.1.13 Plans and Specifications is amended to add DSA application number **02-122900**.
3. Section 4.4.2 is amended to add: The TBR for the lease of the **Increment 1 for the Demolition, abatement, and MPOE relocation of the Project is Three million One hundred thirty-nine thousand Six hundred forty-three Dollars (\$3,139,643.00)** subject to the provisions of any Contingency Funds set forth in this Article 4.
4. Section 4.4.2.4.1 is amended to add: **Increment 1 for the Demolition, abatement, and MPOE relocation** Construction Contingency Fund in the amount of **Fifty thousand Five hundred sixty-five Dollars (\$50,565.00)** which, except as set forth herein, shall cover all additional or extra Costs of the Work set forth in the Contract Documents as a result of all conditions and events that do not entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease. The Construction Contingency Fund may be used for costs associated with Entity, subcontractor or supplier's Excusable Delay (as allowed in Exhibit D, Article 14), lack of coordination or inefficiencies.
5. Section 4.4.2.4.2 Specific Allowances is amended to add: **Increment 1 for the Demolition, abatement, and MPOE relocation an allowance for Temporary Administration Space Remodel in the amount of One hundred two thousand Eight hundred ninety Dollars (\$102,890.00)**.
6. Section 4.4.2.4.3 District Contingency is amended to add: **Increment 1 for the Demolition, abatement, and MPOE relocation** in the amount of **Fifty thousand Five hundred sixty-five Dollars (\$50,565.00)** which shall cover additional or extra costs to the project that entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease. The Entity shall have no right to draw against this contingency without written approval of the District prior to its use.
7. Signature page updates the Facilities Lease amount to \$107,000 (Preconstruction only) + **\$3,139,643 (Increment 1) = \$3,246,643**.
8. Exhibit C is amended to add **Increment 1 for the Demolition, abatement, and MPOE relocation Lease Payment Schedule; CSI Breakdown/TBR Calculation; Qualifications & Assumptions; Exclusions and Work not included; and List of Plans, Specifications, and Other documents**.
9. Exhibit F General Conditions is amended to add **GC Breakdown**.
10. Exhibit G Construction Schedule is amended to add **Increment 1 for the Demolition, abatement, and MPOE relocation Approved Baseline Schedule**.

Original Facilities Lease Amount for Pre-construction Services	\$107,000.00
Net Change Amendment #01	\$3,139,643.00
Revised Total Base Rent	\$3,139,643.00
TOTAL REVISED FACILITIES LEASE AMOUNT	\$3,246,643.00

In all other respects, the terms and conditions of said Facilities Lease, including the exhibits thereto, remain in full force and effect.

Sacramento City Unified School District,

A school district organized and existing
under the laws of the State of California

Balfour Beatty – Clark Sullivan a Joint Venture

By:_____

Janea Marking

Title: Chief Business and Operations Officer

By:_____

Emily Kay

Title: Division President-California

Federal Tax Identification Number: **88-2231514**



Sacramento City Unified School District

425 1st Ave., Sacramento, CA 95818

Facilities Lease Amendment #01 Fern Bacon MS Campus Revitalization

Lease Leaseback Document Checklist

Phase II Construction for Increment 1 Demolition, Abatement, MPOE relocation

<u>X</u>	Facilities Lease Amendment
<u>Requested</u>	Payment Bond
<u>Requested</u>	Performance Bond
<u>X</u>	Local Surety Contact
<u>Requested</u>	Insurance update with Builders Risk
<u>X</u>	Safety Supervisor & Safety Manual
<u>X</u>	List of Subcontractors & Suppliers

AMENDMENT #1
Facilities Lease Agreement

Between

Sacramento City Unified School District
And
BALFOUR BEATTY – CLARK SULLIVAN
a JOINT VENTURE

For the

Fern Bacon Middle School Campus Revitalization
SCUSD PROJECT #0431-478

DSA Application #TBD 02-122954

Located at
4140 Cuny Ave., Sacramento, CA 95823

Documents Bound Herewith

AGREEMENT FORM

EXHIBIT A	THE PROJECT
EXHIBIT B	DESCRIPTION OF THE SITE
EXHIBIT C	LEASE PAYMENT SCHEDULE
EXHIBIT D	GENERAL CONSTRUCTION TERMS AND CONDITIONS
EXHIBIT E	INSURANCE REQUIREMENTS
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Sacramento City Unified School District

Facilities Lease Agreement

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Sacramento City Unified School District - Facilities Lease Agreement

THIS FACILITIES LEASE (“Facilities Lease”), made as of **December 19, 2024** (“Effective Date”), is entered into by and between **Balfour Beatty – Clark Sullivan a Joint Venture**, a California Joint Venture, as sublessor (the “Entity”), and Sacramento City Unified School District, a school district duly organized and validly existing under the Constitution and laws of said State of California, as sub lessee (the “District”).

RECITALS

WHEREAS, the District desires to provide for a project that will be constructed as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Project”), **Fern Bacon Middle School Campus Revitalization** located on the District’s property at **4140 Cuny Ave., Sacramento, CA 95823**.

WHEREAS, the District has issued a Request for Proposals for development of the Project and, upon receipt and review of the proposals has selected the Entity as submitting the best value proposal for the development of the Project;

WHEREAS, by way of a site lease dated **December 19, 2024** (the “Site Lease”) the District has leased to the Entity the real property described in Exhibit B for the construction of the Project (the “Site”);

WHEREAS, by way of this Facilities Lease, the Entity hereby leases the Site and the improvements back to the District;

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Site to the Entity and to have the Entity construct the Project on the Site and to lease back to the District the Site and the Project, and the District has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Entity is authorized to sublease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Governing Board of the District (the “Board”) has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to the Entity and by immediately entering into this Facilities Lease under which the District will sublease the Site and lease the Project from the Entity and make Lease Payments on the dates and in the amounts set forth in the payment schedule attached hereto as Exhibit C (the “Lease Payment Schedule”).

WHEREAS, the parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Facilities Lease in regular and due time, form and manner as

required by law, and the parties hereto are now duly authorized to execute and enter into this Facilities Lease;

WHEREAS, the District and the Entity further acknowledge and agree that they have entered into the Site Lease and this Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need to construct the Project.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Facilities Lease, have the meanings herein specified. Additional definitions are included in Exhibit D, the General Construction Terms and Conditions.

1.1.1 “District” means the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California.

1.1.2 “District Representative” means the Superintendent of the District, or any other person authorized by the Board of Education of the District to act on behalf of the District under or with respect to this Facilities Lease. The person or persons so designated to act as District Representative(s) shall be authorized in writing with notice served to the Entity’s Authorized Representative. The District shall provide such notice designating the District Representative within five (5) business days of providing the Notice to Proceed.

1.1.3 “DSA” means the State of California, Department of General Services, Division of the State Architect.

1.1.4 “Entity” means **Balfour Beatty – Clark Sullivan a Joint Venture**, a corporation duly organized and existing under the laws of the State of California duly licensed to do business in the State of California.

1.1.5 “Entity Representative” means the written, authorized representatives of the Entity, or any person authorized to act on behalf of the Entity under or with respect to this Facilities Lease as evidenced by a resolution conferring that representative with such authorization adopted by the Board of Directors of the Entity or as so designated by the **Division President-California** of the Entity. The Entity’s initial representative is ~~Brian Cahill~~ **Emily Kay**.

1.1.6 “Event of Default by District” means one or more events as defined in Section 9.1 of this Facilities Lease.

1.1.7 “Event of Default by the Entity” means one or more events as defined in Section 9.3 of this Facilities Lease.

1.1.8 “Facilities Lease” means this Facilities Lease together with any duly authorized and executed amendment hereto.

1.1.9 “General Construction Terms and Conditions” shall mean the terms and conditions set forth in Exhibit D attached hereto.

1.1.10 “Lease Payment” means any payment required to be made by the District pursuant to Section 4.4 of this Facilities Lease and as set forth in Exhibit C attached to this Facilities Lease.

1.1.11 “Lease Payment Schedule” shall mean the payment schedule attached hereto as Exhibit C, to be developed by Entity during Preconstruction Services.

1.1.12 “Permitted Encumbrances” means, as of any particular time: (i) liens for general and valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) the Site Lease; (iii) this Facilities Lease, (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease; and (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which the Entity and the District consent in writing which will not impair or impede the operation of the Site.

1.1.13 “Plans and Specifications” means the construction plans and specifications prepared for the Project by **Nacht & Lewis Architects** as approved by the DSA, Application No. ~~{to be added by Amendment}~~ **02-122954** and as further referenced in the General Construction Terms and Conditions, Exhibit D attached hereto.

1.1.14 “Preconstruction Services” means those services to be performed in Phase I of this Facilities Lease, as defined in greater detail in Exhibit H hereto.

1.1.15 “Project” or “Work” means the improvements and equipment to be constructed and installed by the Entity for the District’s **Fern Bacon Middle School Campus Revitalization project** as more particularly described in Exhibit A attached hereto, the General Construction Terms and Conditions (Exhibit D hereto), and the Plans and Specifications, and includes, unless the context requires otherwise, the Site. No Work for which Entity is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which DSA approval is required, can be performed before receipt of the required DSA approval.

1.1.16 “Site” means that certain real property particularly described in Exhibit “B” attached hereto.

1.1.17 “Site Lease” means the Site Lease dated as of **December 19, 2024**, by and between the District and the Entity together with any duly authorized and executed amendments thereto under which the District leased the Site to the Entity.

1.1.18 “Term of this Facilities Lease” or “Term” means the time during which the District has the obligation to make the Lease Payments under this Facilities Lease, as provided for in Section 4.2 of this Facilities Lease.

1.1.19 “Total Base Rent” (TBR) means that amount to be developed by Entity during Preconstruction Services which shall be set forth in Section 4.4.2 below and as otherwise provided for herein.

1.2 Exhibits. The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

Exhibit A - THE PROJECT: The description of the Project.

Exhibit B – THE SITE: The description of the real property constituting the Site.

Exhibit C - LEASE PAYMENT SCHEDULE: The schedule of Lease Payments to be paid by the District hereunder, to be developed by Entity during Preconstruction Services.

Exhibit D - GENERAL CONSTRUCTION TERMS AND CONDITIONS: The general terms and conditions for the construction of the Project.

Exhibit E – INSURANCE: The insurance requirements for the Project.

Exhibit F – GENERAL CONDITION COSTS

Exhibit G – CONSTRUCTION SCHEDULE, to be developed by Entity during Preconstruction Services.

Exhibit H – PRECONSTRUCTION SERVICES

Exhibit I – SAMPLE SKILLED & TRAINED REPORTING FORM

Attachment 1 – DVBE GOOD FAITH OUTREACH EFFORT REQUIREMENTS

ARTICLE 2. REPRESENTATIONS, COVENANTS AND WARRANTIES.

2.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Entity as follows:

2.1.1 Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

2.1.2 Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease and the Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease and the Site Lease. The representatives of District executing this Facilities Lease and the Site Lease are fully authorized to execute the same.

2.1.3 No Violations. Neither the execution and delivery of this Facilities Lease nor of the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach or default (with due notice or the passage of time, or both) under the organizational instruments of the District or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

2.1.4 No Litigation. There is no pending or, to the knowledge of the District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the District to perform its obligations under this Facilities Lease.

2.2 Representations, Covenants and Warranties of the Entity. The Entity represents, covenants and warrants to District as follows:

2.2.1 Due Organization and Existence. The Entity is a California corporation duly organized and existing under the laws of the State of California; duly authorized and licensed to do business in the State of California; has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to own, rent and hold real and personal property, and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements; and is empowered and fully capable of undertaking the development and construction of the Project as described herein and in the documents referred to herein.

2.2.2 Authorization. The Entity has the full power and authority to enter into, to execute and to deliver this Facilities Lease and the Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease and the Site Lease.

2.2.3 No Violations. Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Entity is now a party or by which the Entity is bound, or constitutes a

default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Entity or the Site, except the Permitted Encumbrances.

2.2.4 No Litigation. There is no pending or, to the knowledge of the Entity, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Entity to perform its obligations under this Facilities Lease.

2.2.5 No Encumbrances. The Entity shall not pledge the Lease Payments or other amounts derived from the Site and from its other rights under this Facilities Lease, and shall not mortgage or encumber the Site, except as allowed under the provisions of the Facilities Lease and/or the Site Lease to finance construction of the Project.

2.2.6 Continued Existence. For up to six months following the term of this Lease, the Entity shall not voluntarily commence any act intended to dissolve or terminate the legal existence of the Entity, provided District is not in uncured default under this Facilities Lease. The Entity shall give District sixty (60) days written notice prior to dissolving or terminating the legal existence of the Entity within two (2) years of the expiration of this Lease.

2.2.7 No Assignments. Except as provided herein or otherwise with the District's advance written consent, the Entity will not assign this Facilities Lease, its right to receive Lease Payments and prepayments from the District, or its duties and obligations hereunder to any other person, firm or corporation. If assignment of rents is necessary to finance construction of the Project, the parties shall reasonably cooperate to facilitate such assignment. No assignment shall impair or violate the representations, covenants and warranties contained in this Section 2.2. This Lease may be assigned to an affiliate of the Entity provided that the representations, covenants and warranties in this Section 2.2 are not impaired or violated. Contracting or subcontracting with licensed contractors is not an assignment.

ARTICLE 3. PROJECT PHASES.

3.1 Preconstruction Services. Upon execution of this Facilities Lease, Entity shall commence performance of Preconstruction Services, as defined in and governed by Exhibit H hereto. Although the District anticipates authorizing Entity to proceed with the construction services following completion of Preconstruction Services, performance of Preconstruction Services shall not entitle Entity to perform any construction services.

3.2 Construction of the Project and Post-Construction Lease. Following approval of the TBR and Lease Payment Schedule by the Board, if the District elects to proceed with construction hereunder, then the District shall issue to Entity a Notice to Proceed. Entity may not perform any construction work prior to issuance of that Notice to Proceed, and the District shall make no payment for construction services unless it issues a Notice to Proceed applicable to those services.

3.2.1 Site Conditions and Pre-Construction Review. The Entity acknowledges that the Entity has visually investigated the Site and reviewed all reports for the Site provided to Entity

by the District, has satisfied itself as to all issues related to site conditions that are discoverable through diligent observation by an experienced construction professional and has included all such issues in the Total Base Rent. The Entity further acknowledges that, prior to the start of construction, the Entity has reviewed the Plans and Specifications, geotechnical report and pointed out any design errors or omissions that are reasonably observable by an experienced construction professional and will have determined that, prior to commencement of construction, the Plans and Specifications are adequate for the Project's construction. The Entity specifically acknowledges that its Preconstruction Services include review of the BIM model provided by the District and that, prior to the start of construction, the Entity will perform all review using that BIM model reasonably necessary to identify conflicts prior to the start of construction. Notwithstanding the foregoing, the parties understand that the Entity is not required to conduct an architectural or engineering or code compliance review of the Plans and Specifications.

3.2.2 Construction of Project. The Entity, in conjunction with the District, agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof, the General Construction Terms and Conditions set forth in Exhibit D, the Plans and Specifications and those things reasonably inferable from the aforementioned documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made thereof. The Entity, in conjunction with the District, further agrees that it will cause the development, construction, and installation of the Project to be diligently performed. The parties may approve additional changes in the Plans and Specifications for the Project as provided in Exhibit D.

3.2.3 Time of Completion. Following execution of this Facilities Lease and receipt of the Notice to Proceed with the construction, the Entity shall proceed with the construction of the Project with due diligence. Construction of the entire Project shall be fully complete no later than the date stated in the Notice to Proceed, together with such additional time as may be provided by amendment (change order) pursuant to the General Construction Terms and Conditions set forth in Exhibit D. Included in this time to complete is an allowance of up to **[to be added by Amendment]** weather days of excusable weather delays. "Completion" means completion of all contract work, including punch list items and final cleaning completed, so that the entire Project can be occupied for its intended purpose. If the District requires occupancy of any portion of the Project before Completion has occurred, the District may exercise its right to early occupancy of the completed portions of the Project upon terms and conditions set forth in Exhibit D. The Entity expressly acknowledges and agrees that the District's occupancy at any time shall not entitle the Entity to acceleration of any Lease Payment, including, without limitation, the Final Lease Payment. A timely completion of the Project requires timely response to questions and approvals. The process for responses to questions and approvals is set forth in Exhibit D.

3.2.4 Liquidated Damages. The Project is a critical component of ongoing educational services being provided by the District, which can be impacted if the Project is not timely completed. Therefore, if the Project is not completed within the time period set forth at Section 3.2.3 above, as such completion date may be revised from time to time by mutual agreement or may be extended in accordance with the terms and conditions set forth in Exhibit D, it is understood that the District will suffer damage, and that it is impractical and unfeasible to

determine the amount of actual damages. Therefore, it is agreed that if the Project is not substantially completed within the time period specified in Section 3.2.3 as such completion date may be extended in accordance with the terms and conditions set forth in Exhibit D, the Entity shall pay to the District, as the sole and exclusive remedy for delay, as fixed and liquidated damages, and not as a penalty, the sum of **\$2,500.00 (Two Thousand Five Hundred Dollars and No Cents)** for each calendar day of delay until the date that the Project is substantially complete (as defined in Exhibit D, section 1.41) and the District can take occupancy of the full Project for its intended use, and that both the Entity and the Entity's surety shall be liable for the total amount thereof. After the date by which the District can take occupancy of the full Project for its intended use, the District may withhold one hundred fifty percent (150%) of the reasonable value of any incomplete work as determined by the District's Representative, including, without limitation, any remaining contract work, punch list items, final completion and/or close-out documents. The District shall have the right to deduct the amount of liquidated damages and/or withholdings from any money due or to become due to the Entity.

3.2.5 Acceptance of the Project. When it believes the Project is fully complete, the Entity shall provide the District with a Certificate of Completion. The Project shall only be considered fully complete after the District accepts completion of the Project. The District shall have no obligation to accept completion of the Project until the entire work has been completed in accordance with the Plans and Specifications, including any amendments thereto, and Exhibit D hereto and approved for completion by the District in consultation with its representative, architect and inspector and all close-out documents and submissions required of the Entity have been provided to the District. The District shall not unreasonably withhold, condition, or delay acceptance of the Project. If the District determines not to accept the Project following receipt of Certificate of Completion from the Entity, the District shall within ten (10) days provide the Entity, with a written statement indicating in adequate detail those deficiencies remaining and what measures are necessary in the reasonable opinion of the District to correct such deficiencies prior to acceptance by the District.

3.2.6 Notice of Completion. Within fifteen (15) days after the District accepts the Project as complete, the District shall record a Notice of Completion with the County Recorder.

3.2.7 Compliance with Public Contract Code section 20111.6. Compliance with Public Contract Code section 20111.6 is required on this Project. Through the Request for Proposals/Requests for Qualifications, Entity has been prequalified for this Project pursuant to this statute. Mechanical contractors, electrical contractors and plumbing contractors also must be prequalified prior to submitting bids for the Project. Mechanical, electrical and plumbing contractors subject to these requirements are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46. In compliance with Public Contract Code section 20111.6, Entity shall work with the District and the District's consultants in prequalifying such subcontractors, using the District's standard on-line Prequalification Questionnaire and uniform rating system.

3.2.8 Compliance with Education Code section 17407.5. In accordance with Education Code section 17407.5, the District has entered into a Project Labor Agreement ("PLA") attached as **Exhibit J** hereto, that binds the Entity and all of its Subcontractors performing work on the

Project to use a “skilled and trained workforce,” as defined in Public Contract Code section 2601(d). The Entity hereby acknowledges that it is bound by the District’s PLA and commits that every trade and specialty contract awarded will be subject to the requirements of the PLA, including with respect to use of a skilled and trained workforce as defined in Public Contract Code section 2601(d). To verify compliance, the District may require the Entity to provide regular and/or periodic reports verifying that the Entity and its subcontractors are in compliance with these requirements, including requiring confirmation of the percentage of work performed by journeypersons that are graduates of an approved apprenticeship program for the applicable occupation.

If any required report shows the required percentages of journeyperson graduates have not been met for the period of the report, then the District will require the Entity to provide an explanation as to why the percentages were not met and a plan to achieve substantial compliance, with respect to the relevant apprenticeable occupation(s), by the end of the construction services.

If a subcontractor fails to provide the information to the Entity necessary for the Entity to verify compliance, the Entity shall notify the District. Repeated failure or refusal of a subcontractor to provide the required information demonstrating compliance may be grounds for substitution in accordance with Public Contract Code section 4107(a)(3) and/or (7) and/or grounds for the District to object to the continued use of that subcontractor. The Entity may draw upon the Construction Contingency Fund, but not the District Contingency, for any increased costs it incurs for replacing a subcontractor under this paragraph, but the Entity shall not be entitled to any increase of that contingency, any increase in the Total Base Rent, or any increase in the lease Term. The Entity shall comply with the requirements of paragraph 4.4.2.4.4 related to any such use of the Construction Contingency Fund.

Before making final payment in full to a subcontractor for Project work, the Entity shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has met the skilled and trained workforce requirements.

ARTICLE 4. AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE PROJECT.

4.1 Lease of Project; No Merger. The District, by way of the Site Lease, has heretofore leased the Site to the Entity, and the Entity hereby leases Site and the Project to the District upon the terms and conditions set forth in this Facilities Lease. The leasing by the District to the Entity of the Site shall not affect or result in a merger of the District’s interest pursuant to this Facilities Lease or its fee estate as lessor under the Site Lease, and the District shall continue to have and hold its fee interest in said Site throughout the term of this Facilities Lease. The Entity shall continue to have and hold a leasehold estate in the Site pursuant to the Site Lease through the term thereof and the term of this Facilities Lease. As to the Site Lease, this Facilities Lease shall be deemed to constitute a sublease.

4.2 Term of Facilities Lease. The Term of this Facilities Lease shall be **forty-six (46) months** consisting of the total of the time a) to perform Preconstruction Services, estimated to require **seven (7) months**, b) **twenty-seven (27) months** to construct the Project, including

punchlist and project acceptance, and c) the post-construction lease period of **twelve (12) consecutive months** following completion of the Project, subject to the right of the District to terminate earlier in accordance with this Facilities Lease. If the time to complete Preconstruction Services is extended or delayed, then the Term shall be extended a corresponding amount. If the time to complete construction of the Project is extended or delayed, then the Term shall be extended in a corresponding amount to allow for the full **twelve (12) month** post-construction lease period; the monthly lease payments for the post-construction period shall not change if the Term is extended, except that, if the delay or extension is the result of a District-caused action or delay during construction, then the parties shall meet and confer in good faith regarding any additional financing costs. **The term shall commence on Month, Day, Year (the “Commencement Date”).**

4.3 Termination of Term. Notwithstanding Section 4.2, the Term of this Facilities Lease shall terminate upon the earliest of any of the following events:

4.3.1 An Event of Default by District and the Entity’s election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

4.3.2 An event of Default by the Entity and the District’s election to terminate this Facilities Lease pursuant to Section 9.4 hereof; or

4.3.3 The District’s election to terminate this Facilities Lease pursuant to Section 6.2 or Section 9.6 hereof; or

4.3.4 The District’s election not to proceed with construction services; or

4.3.5 The arrival of the last day of the Term of this Facilities Lease and payment of all Lease Payments hereunder; provided, however, that if on the scheduled date for expiration of this Facilities Lease the Lease Payments shall not have been fully paid by District, then the Term of this Facilities Lease and Site Lease shall be extended until the date upon which all such Lease Payments shall be fully paid, notwithstanding anything to the contrary in this Facilities Lease and the Site Lease. Notwithstanding the foregoing, the District’s withhold of any portion of a Lease Payment as required by law or permitted in this Facilities Lease shall not prevent the expiration of the Term of this Facilities Lease.

4.4 Lease Payments.

4.4.1 Obligation to Pay. Subject to adoption of the Lease Payment Schedule upon determination of the TBR, issuance of a Notice to Proceed, and the provisions of Article 6 hereof, the District agrees to pay to the Entity, its successors and assigns, as rental for the use and occupancy of the Project, the Lease Payments commencing with the month in which the District issues the Notice to Proceed, in the amounts specified in the Lease Payment Schedule attached hereto as Exhibit C, plus any such approved allowances or contingencies and incorporated herein by reference. In partial consideration for the Facilities Lease and the reduced rent specified in the Site Lease, Entity agrees to abate lease payments from the Commencement Date through Phase I of the Project, unless otherwise specified in the Lease

Payment Schedule approved by the District's Board. Lease Payments shall be payable on the **last day of each calendar month, unless that date is a weekend or holiday, in which case the Lease Payment is due on the first business date thereafter.**

4.4.2 **Total Base Rent.** The TBR shall be the total sum paid by the District for the Project, excluding Preconstruction Services, in the form of Lease Payments under the terms of this Facilities Lease. The TBR for the Project shall not be exceeded except as specified under the provisions of this Article 4 and/or Exhibit D. The TBR for the lease of ~~the~~ **Increment 1 for the Demolition, abatement, and MPOE relocation of the Project is ~~to be added by Amendment~~ Dollars (\$ TBD .00) Three million One hundred thirty-nine thousand Six hundred forty-three Dollars (\$3,139,643.00)** subject to the provisions of any Contingency Funds set forth in this Article 4.

4.4.2.1 The Entity shall prepare a detailed line item costing of the TBR, including the Entity's fee and any financing costs, and, once agreed to by the District, it shall be attached to the Lease Payment Schedule. However, in the event any of the costs included in the TBR (excluding the Entity's General Condition costs) are reduced subsequent to the District's approval, the savings shall be disclosed by the Entity to the District and shall be distributed in equal parts to the Construction Contingency and to the District's Contingency. Entity's failure to disclose the savings shall be a material breach of this Agreement. All parties acknowledge that the Total Base Rent is based on the Plans and Specifications for the Project as approved or amended by DSA or as amended by mutual agreement of the Entity and the District.

4.4.2.2 The TBR will be subject to change only as described in Exhibit D, for change orders and/or any other changes directed by the District or for Compensable Time Extensions.

4.4.2.3 Because satisfactory completion of the Project and the District's rights under this Facilities Lease are essential to the District's educational services, rights of quiet enjoyment, and other rights of tenancy, in addition to any other rights the District enjoys under California law, the District may withhold from any Lease Payment sufficient amount (a maximum of 150%) as in its reasonable judgment may be necessary to cover:

(1) Failure of the Entity to comply with its obligations under this Facilities Lease, including its exhibits;

(2) Breaches or interferences by the Entity of the District's rights of quiet enjoyment and other rights of tenancy permitted under California law;

(3) Failure of the Entity to give the District timely occupancy of

the Site and/or the Project;

- (4) Payments which may be past due and payable for just claims against the Entity or any subcontractors for labor/materials furnished in and about the performance of work on the Project;
- (5) Defective work not remedied;
- (6) Completion of the Project if there exists a reasonable doubt that the Project can be completed for the balance of the unpaid Lease Payments;
- (7) Damage to another contractor;
- (8) Potential fees or penalties that may be due in connection with any failure to construct the Project in accordance with the terms of this Facilities Lease and the law.

Upon the Entity's removal of the condition upon which the withholding is based, the District shall promptly pay the withheld amount to the Entity.

4.4.2.4 The Total Base Rent includes:

4.4.2.4.1 Construction Contingency Fund for **Increment 1 for the Demolition, abatement, and MPOE relocation** in the amount of ~~{to be added by Amendment} Dollars and no cents (\$ TBD.00)~~ **for Fifty thousand Five hundred sixty-five Dollars (\$50,565.00)** which, except as set forth herein, shall cover all additional or extra Costs of the Work set forth in the Contract Documents as a result of all conditions and events that do not entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease. The Construction Contingency Fund may be used for costs associated with Entity, subcontractor or supplier's Excusable Delay (as allowed in Exhibit D, Article 14), lack of coordination or inefficiencies. Any additional work needed to achieve a complete, usable and functional Project consistent with the design intent of the District's Architect will be covered by the Construction Contingency Fund and will not be considered a material change in the scope of the work per Article 15.01 of the Facilities Lease. The Entity shall have no right to draw against this contingency without written approval of the District prior to its use.

4.4.2.4.2 Specific Allowances – ~~{to be added by amendment}~~ an allowance included for **Increment 1 for the Demolition, abatement, and MPOE relocation for Temporary Administration Space Remodel in the**

amount of One hundred two thousand Eight hundred ninety Dollars (\$102,890.00).

4.4.2.4.3 District Contingency for **Increment 1 for the Demolition, abatement, and MPOE relocation** in the amount of ~~{to be added by Amendment} Dollars and no cents (\$ TBD .00)~~ **for Fifty thousand Five hundred sixty-five Dollars (\$50,565.00)** which shall cover additional or extra costs to the project that entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease. The Entity shall have no right to draw against this contingency without written approval of the District prior to its use.

4.4.2.4.4 Allowances and Contingencies shall be used efficiently and expeditiously to minimize cost and delay to the project. Prior to commencing any work that would result in the utilization of one of the Contingencies or Allowances, the Entity shall give the District written notice of its intended use of said funds. The District shall have the right to object to any said use of funds provided notice of objection is given to the Entity within five business days of the entity's notice or within such shorter time as reasonably stated in that notice. In the event of disagreement about the use of any said funds, including without limitation, which funds may be used, the District may direct the Entity to proceed and direct the Entity which, if any, of the funds Entity may draw against. The Entity shall promptly comply with such directive and may submit a claim in accordance with Article 23 of Exhibit D. If the Entity commences the work without giving the District the required written notices and opportunity to object, the Entity shall, for all purposes, be deemed to have waived its rights to additional compensation for such work. The Entity shall provide the District with a monthly accounting of its use of any part of the Construction Contingency Fund and the Allowances. Pricing and record keeping for uses of any Contingency Fund or Allowance shall be in accordance with Article 15 of Exhibit D, the General Construction Terms and Conditions and shall be memorialized by a Contract Draw Authorization (CDA). Allowable payments of Contingency Funds or Allowances shall be reflected as increases to the Lease Payment(s) for the given month(s).

4.4.2.4.5 If paid to the Entity, any funds remaining in any Contingency or Allowance Fund shall be returned to the District within fifteen (15) days after the Notice of Completion is recorded. Otherwise, the funds not used and not paid to the Entity shall be deducted by written amendment from the Total Base Rent prior to the final Lease Payment.

4.4.3 Lease Payments to Constitute Current Expense of the District. The District and the Entity understand and intend that the obligation of the District to pay Lease Payments and

other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments which may become due hereunder. Upon approval of the initial or any amended TBR, the District will appropriate sufficient funds from District funds from the District's current fiscal year and/or State funds to be received during the District's current fiscal year, and will segregate such funds in a separate account to be utilized solely for the Lease Payments. The Entity acknowledges that the District has not pledged the full faith and credit of the District, the State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District in accordance with the terms and conditions set forth herein.

4.4.4 Optional Prepayment. The District may prepay the Lease Payments, in whole or in part, at any time, without penalty. The District shall give the Entity written notice of its intent to exercise its option and the date and amount of such prepayment not less than fifteen (15) days in advance of the date of the exercise.

4.5 Title. Pursuant to California Education Code section 17402, the District has the requisite legal interest in the Site. During the Term of this Facilities Lease, the District shall hold title to the Site. Upon payment by the District of all Lease Payments during the Term of this Facilities Lease as the same become due and payable, or if the Entity or the District exercises any option to terminate this Facilities Lease as set forth herein, all right, title and interest of the Entity, its assigns and successors in interest in and to the Project, including all additions which comprise fixtures, repairs, replacements or modifications thereof, shall be transferred to and vested in the District at the expiration of the Term or payment of the final Lease Payment or termination, whichever shall come first. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument or transfer, provided, however, that the Entity agrees to execute any instrument requested by District to memorialize such termination of this Facilities Lease and transfer title to the District.

4.6 Fair Rental Value. The Lease Payments coming due and payable during each month of the Term constitute the total rental for the Project and shall be paid by the District as set forth in Section 4.4 and the Lease Payment Schedule for and in consideration of the right to use and occupy the Project. The District and the Entity have agreed and determined that the total Lease Payments do not exceed the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project, and the benefits there from which will accrue to the District and the general public.

4.7 Quiet Enjoyment. Excepting any interference resulting from the Entity's performance pursuant to the General Construction Terms and Conditions and/or the Plans and Specifications, during the Term of this Facilities Lease, the Entity shall provide the District with quiet use and enjoyment of the Site, and the District shall during such Term peaceably and quietly have and hold and enjoy the Site without suit, trouble or hindrance from the Entity, except as expressly set forth in this Facilities Lease. The Entity will, at the request of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Entity may lawfully do so, at the District's sole cost.

4.8 District's Right to do Other Improvements. Following completion of the Project, the District may have other improvements done at the facility and/or on the site unrelated to the Project and through its own forces and/or separately retained service providers. The District shall comply with all laws in connection with such improvements, be fully responsible for payment for all such improvements, and obtain or cause to be obtained all required insurances for such improvements. Further, the District's indemnity obligations owed to the Entity under Section 5.5.1 shall apply to claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising from such improvements.

4.9 Abatement of Rental in the Event of Substantial Interference With Use and Occupancy of the Project and the Site. The amount of Lease Payments for the Project and the Site shall be abated during any period of delay before District occupancy of the Project and the Site, which delay is due to an insured hazard under this Lease, such that there is substantial interference with the District's use and occupancy of the Project by the date of completion set forth in Section 3.2.3 hereof. Once the Project is restored to its status as of the date of the event which caused the delay and/or interference with the District's use and occupancy of the Project, the Lease Payments shall resume, with no reduction for any applicable insurance proceeds received by the Entity under this Section, and the Lease Payment Schedule and/or Lease Term shall be adjusted accordingly. Nothing contained herein shall be construed as a waiver of the Entity's right to receive any Lease Payments otherwise due as of the initial date of the abatement or that may become due when the Lease Payments resume.

ARTICLE 5. MAINTENANCE; TAXES; INSURANCE AND OTHER MATTERS.

5.1 Maintenance. During the Preconstruction Services phase and then following delivery of possession of the Project by the Entity to District, or of any portion on which the District takes early occupancy, the repair, improvement, replacement and maintenance of the Project or portion thereof shall be at the sole cost and expense and the sole responsibility of the District, subject to all warranties against defects in materials and workmanship provided in Exhibit D hereto.

5.2 Utilities. From the Notice to Proceed with construction services until completion of the Project by the Entity, the Entity shall pay all utility costs, including, but not limited to, temporary gas, temporary electricity, temporary water, temporary heat, temporary telephone, and refuse disposal as they specifically relate to the work the Entity is performing to complete the Project. During the Preconstruction Services phase and then following completion of the Project by the

Entity, or of any portion on which the District takes early occupancy, the cost and expenses for all utility services associated with the District's use and occupancy of the completed portions shall be paid by District.

5.3 Taxes and Other Impositions.

5.3.1. Except to the extent that it is exempt from doing so, District shall pay, all ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either the Entity or the District or their respective interests or estates in the Project. In the event any possessory interest tax is levied on the Entity, its successors and assigns, by virtue of this Facilities Lease, the Site Lease, or General Construction Terms and Conditions, District shall pay such possessory interest tax directly, if possible, or shall reimburse the Entity, its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by the Entity. This section does not apply to any taxes of any kind for labor, equipment or material performed, purchased or used by the Entity, all of which remain the sole obligation of the Entity.

5.3.2. Entity shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Entity. Entity shall try to have personal property taxed separately from the Site. If any of Entity's personal property is taxed with the Site, project and/or improvements, Entity shall pay District the taxes for the personal property within fifteen (15) days after Lessee receives a written statement from District for such personal property taxes.

5.3.3 At its sole cost and expense, Entity shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work; pay all local, state, and federal taxes, except as otherwise expressly provided herein; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Entity's employees. Upon the District's request, Entity shall furnish evidence satisfactory to the District that any or all of the foregoing obligations have been fulfilled.

5.4 Insurance. During the term of this Facilities Lease the Entity shall maintain all of the insurance coverages as set forth in the Site Lease and in Exhibit E hereto.

5.5 Indemnification.

5.5.1 The District shall indemnify, defend and hold harmless the Entity and its successors, assigns, officers, directors, shareholders, partners, members, agents and employees from and against any claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising from the negligent or intentional acts or omissions of the District or its officers, agents, or employees, with respect to District's use, operation, repair, alteration and occupancy of the Site and/or the Project and the performance of District's obligations herein or arising from the presence of hazardous materials that predates the Site Lease.

5.5.2 The Entity shall indemnify, defend with counsel acceptable to the District and

hold harmless District, its officers, officials, agents and employees from and against any and all third party claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Facilities Lease (including without limitation the Preconstruction Services, the General Construction Terms and Conditions, and the Plans and Specifications), including but not limited to, equitable relief, stop payment notice actions (but only when not caused by the District's failure to make payments in accordance with the Facilities Lease) or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Entity or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Entity, the Entity's agents, employees, independent contractors, Subcontractors or suppliers.

5.5.2.1 To the fullest extent permitted by law, the Entity's duty to defend shall extend, without limitation, to any suit or action founded upon any third party losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Facilities Lease, including its exhibits.

5.5.2.2 The Entity's defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the work for the Project by the Entity or any party for whom the Entity is liable.

5.5.2.3 The Entity's defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Entity, the Entity's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.

5.5.2.4 The Entity's defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the work for the Project, whether such persons are on or about the Site by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

5.5.2.5 Nothing contained in the foregoing indemnity provisions shall be construed to require the Entity to indemnify the District in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the District, its agents, employees, or independent contractors.

5.5.2.6 In claims against any person or entity herein indemnified that are made by an employee of the Entity or an employee of any of the Entity's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Entity or by any of the Entity's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Entity or any of the Entity's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and indemnification obligations herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Entity or the Entity's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

5.5.2.7 The Entity's defense and indemnification obligations shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

5.5.2.8 Nothing contained in the foregoing defense and indemnity provisions shall be construed to require the Entity to defend or indemnify the District to the extent the claims, damages, costs, expenses, judgments, fines, penalties or liabilities arise out of the actions or inaction of the Architect or its subconsultants, or any other person, firm or entity providing design or other professional services in connection with the Project.

5.5.2.9 Should the Entity be required to investigate or defend any third party claims or actions that are subsequently determined not to be the sole responsibility of the Entity, the District shall then reimburse the Entity its unrecovered out-of-pocket costs, including reasonable attorneys' fees and any insurance deductibles, to the proportionate extent that the Entity is determined not to be responsible.

ARTICLE 6. EMINENT DOMAIN; DAMAGE AND DESTRUCTION.

6.1 Eminent Domain.

6.1.1 Eminent Domain Takings. If all of the Project and the Site shall be taken permanently under the power of eminent domain, the Term of this Facilities Lease shall cease as of the day possession shall be so taken, provided that if the taking occurs prior to full completion of the Project, the Entity shall be entitled to the value of the construction completed, plus reasonable costs of termination, plus a pro rata share of overhead and profit, less any Lease Payments and other payments made prior to the taking. If less than all of the Project and the Site shall be taken permanently, or if all of the Project and the Site or any part thereof shall be taken temporarily, under the power of eminent domain: (1) this Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.

6.1.2 From Eminent Domain Award. The net proceeds of any eminent domain or condemnation shall be payable to the District.

6.2 Damage and Destruction. If the Site and/or the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control or responsibility of either party hereto, the Lease Payments shall abate, in accordance with Section 4.9, during the time that the Site and/or the Project, or a portion thereof, is unusable for District's intended use. The Entity and District agree that the obligation to repair or replace the Site shall be in accordance with the following provisions:

6.2.1 Escrow. Any proceeds payable to the Entity and District from all applicable insurance policies, other than rental interruption insurance, shall be immediately deposited in an escrow (the "Escrow").

6.2.2 Total Destruction. In the event that ninety percent (90%) or more of the Site and/or the Project is destroyed or damaged (a "Total Destruction") through no fault of the Entity, then District, at District's option, may elect to terminate this Facilities Lease and the Site Lease, and shall use the insurance proceeds to pay an amount to the Entity equal to the Lease Payments due as of the date of destruction and the value of all work completed by the Entity, plus reasonable costs of termination, less any Lease Payments previously made. Any remaining insurance proceeds will be retained by District. In the alternative, District may elect to continue with the Facilities Lease in effect and have the Site and/or the Project rebuilt utilizing the insurance proceeds, which shall be exclusively used for that purpose. The Entity shall have no obligation to contribute funds for the rebuilding of the Site and/or the Project should the cost of rebuilding exceed the insurance proceeds. Anything less than a Total Destruction of the Site and/or the Project shall be deemed a "Partial Damage or Destruction."

6.2.3 Partial Damage or Destruction. In the event that the Site and/or the Project is partially damaged or destroyed before final completion, the Entity shall repair and/or have repaired the Site and/or the Project utilizing the proceeds from insurance which were deposited into the Escrow up to the amount of the Entity's actual costs for the repair or reconstruction, and District shall pay the Entity any excess amounts needed to pay the costs of repair or reconstruction. In the event the costs of repair or reconstruction do not exceed the amount held in the Escrow, the remaining funds shall be released to District. In the event that the Site and/or the Project is partially damaged or destroyed after final completion but before expiration of the Lease Term, the District shall repair or have repaired the Site and/or the Project utilizing the proceeds from insurance which were deposited into the Escrow. If District fails or refuses to repair or reconstruct as provided herein, then the Entity shall have the right to repair and restore the Site and/or the Project, in which case the Entity shall be entitled to a disbursement of the funds in the Escrow up to the amount of the Entity's actual costs for the repair or reconstruction, and District shall pay the Entity any excess amounts needed to pay the costs of repair or reconstruction. In the event the costs of repair or reconstruction do not exceed the amount held in the Escrow, the remaining funds shall be released to District.

6.2.4 Deductibles; Self Insurance. Where any loss is covered by insurance required by

this Facilities Lease which contains provisions for any deductible amount, the Party contractually obligated to provide such insurance shall pay any such deductible amount or the amount of any self-insurance, except if loss is caused by the other party, or its other contractors, subcontractors or suppliers.

6.2.6 Personal Property. Any insurance proceeds payable to District for losses to personal property contents within the Site and/or the Project shall be for the exclusive use of District, and may be utilized in whatever manner District, in its sole discretion, may designate.

ARTICLE 7. ACCESS; DISCLAIMER OF WARRANTIES.

7.1 By the Entity. The Entity shall have the right at all reasonable times, as further defined in Exhibit D, General Requirements, Section 01500 to enter upon the Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, the Entity may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by the Entity.

7.2 By District. The District shall have the right to enter upon the Site at reasonable times for whatever purpose the District chooses, providing that during construction, the District shall comply with all safety precautions required by the Entity.

7.3 Disclaimer of Warranties. The Entity acknowledges that under the terms of the Site Lease, the Entity is leasing the Site from the District in an “AS IS” condition. The Entity further acknowledges that the District makes no other warranties except as specifically set forth in the Site Lease and this Facilities Lease or in Exhibit D hereto. The Entity agrees that it or its authorized contractor shall provide to the District an express warranty in accordance with Article 22 of the General Construction Terms and Conditions, Exhibit D hereto, and the Entity shall assign or direct its authorized contractor to assign all rights under said warranty to the District. In addition, the Entity agrees to use its best efforts to assist the District in enforcing said warranty. In the event that assignment of the warranty is not effective or valid or the Entity’s authorized contractor fails to honor the warranty, the Entity shall indemnify and hold the District harmless.

ARTICLE 8. ASSIGNMENT, SUBLEASING; AMENDMENT.

8.1 Assignment and Subleasing. Except as provided in Section 9.4, this Facilities Lease may not be assigned by the District. Any sublease by the District of this Facilities Lease shall be upon thirty (30) days’ written notice to the Entity and shall be subject to the following conditions: (1) this Facilities Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District; (2) the District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Entity a true and complete copy of such sublease; and (3) no such sublease by the District shall cause the Project or the Site to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California. The District shall indemnify the Entity for any violation of applicable Education Code sections, including but not limited to sections 17402 and 17406, that may arise as a result of such sublease. This Facilities Lease may

be assigned or subleased by the Entity only to an entity or affiliate of the Entity, but the Entity shall not be released from any liability under the terms of this Lease.

8.2 Amendment of this Facilities Lease. The parties anticipate that this Facilities Lease will be amended, by written agreement of the parties, to reflect the Total Base Rent and Lease Payment Schedule following Preconstruction Services, and may be amended at other times to reflect modifications to its terms. Without the written agreement of the parties, neither party will alter or modify, or agree or consent to alter or modify this Facilities Lease.

ARTICLE 9. EVENTS OF DEFAULT AND REMEDIES; TERMINATION.

9.1 Events of Default by the District. The following shall be “Events of Default” by the District under this Facilities Lease and the terms “Event of Default” and “Default” shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

9.1.1 Failure by the District to pay any Lease Payment required to be paid hereunder at the time specified herein, unless properly withheld pursuant to this Facilities Lease and/or the provisions found in Exhibit D.

9.1.2 Failure by the District to observe and perform any covenant, condition or agreement in this Facilities Lease on its part to be observed or performed, other than as referred to in Section 9.1.1, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Entity; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Entity shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

9.2 Remedies on Default by District. Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Entity to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease, including but not limited to the right to stop work and to extend the date of completion by the number of days the Project is delayed due to the Event of Default; provided, however, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition hereof and upon the breach thereof, the Entity may exercise any and all rights of entry and re-entry upon the Project and the Site, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be affected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Entity, the District shall, except as provided herein, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Facilities Lease and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the Entity at the time and in the manner as herein provided.

9.3 Event of Default by the Entity. The following shall be Events of Default by the Entity under this Facilities Lease and the terms “Event of Default” and “Default” shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

9.3.1 The Entity, or any member of the Entity, unreasonably refuses or fails to prosecute the work on the Project pursuant to the terms and conditions of this Facilities Lease, including Exhibits D and H, and/or the Plans and Specifications with such reasonable diligence as will accomplish its completion within the time specified or any extension thereof, or unreasonably fails to complete said work within such time.

9.3.2 Prior to completion of Project, the Entity should be adjudged a bankrupt, or file for bankruptcy or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, unless these conditions are cured within thirty (30) days.

9.3.3 The Entity, or any member of the Entity, persistently disregards applicable laws as referenced in the General Construction Terms and Conditions (Exhibit D), or otherwise be in material violation of the General Construction Terms and Conditions.

9.4 Remedies on Default by the Entity.

9.4.1 If an Event of Default by the Entity remains uncured for a period of three (3) days for Preconstruction Services or thirty (30) days for construction services after District has given written notice specifying the failure and requesting that it be remedied, District may, in its sole discretion, and without prejudice to any other right or remedy, terminate the Site Lease and this Facilities Lease, including all provisions and Exhibits hereto, and acquire not less than all of the Entity’s interest in the labor, equipment and materials provided under this Facilities Lease in its “as is, where is” condition and pay the Entity the sums due under the terms of this Facilities Lease consistent with the actual work completed as it relates to the Preconstruction Services fee or Total Base Rent payments as adjusted by the terms of this Facilities Lease, less any Lease Payments and other payments already paid as of the date of termination.

In the event that the District exercises this option to terminate after an uncured Event of Default by the Entity during construction services, the parties shall meet and confer and review the accounts and records of the Entity to determine the actual costs incurred by the Entity for the work completed and acceptable to the Architect and the District to the date of termination (“Actual Costs”), including both paid and unpaid. The Actual Costs of the work completed shall include the cost of any materials or equipment ordered and paid for (including any deposits paid toward final costs) but which have not been shipped or are stored off-site and any contractual obligations incurred by the Entity that cannot be cancelled or terminated without penalty. In addition, the Actual Costs shall include any development or overhead fees that have been earned based on the actual work completed as of the date of termination prorated based on the total cost of the Project. Once the Actual Costs have been agreed to by the Parties, or otherwise determined, if the Actual Costs are greater than the Base Rent and other payments made by the District for the completed work, then the difference will be payable by the District. If the Actual Costs are less than the Base Rent paid by the District, the Entity will pay the difference to the

District. The District will assume any accounts payable and contractual obligations that cannot be cancelled or terminated for labor, materials or equipment ordered but not fully paid for by the Entity as of the date of termination. The Entity will cooperate with the District and assign any subcontracts with subcontractors or material providers to the District at the District's election. Upon payment as aforesaid and payment of all other amounts owed, the Entity shall deliver to the District all reasonably necessary documents in recordable form to terminate the Facilities Lease and the Site Lease and transfer title to the Project to the District. District may record all such documents as are necessary to accomplish such termination at the District's cost and expense and proceed to complete the Project in any manner deemed appropriate by the District. Any such payments required hereunder shall be paid within ten (10) days of the final determination of the amounts due.

9.4.2 Alternatively, the District may, without prejudice to any other right or remedy, serve upon the Entity and its surety written notice of default, declaring an Entity default, reserving the right to assign, and advising of the District's intention to require the Entity to assign the Entity's obligations under the Site Lease, the Facilities Lease, including Exhibit D hereto, and the Construction Documents as defined in Exhibit D hereto (the "Obligations") to a party as designated by the District due to Entity's default. Such notice shall contain the reasons for the default. Unless, within thirty (30) days after the service of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made by the Entity, or in the event that Entity fails to cease such violation and make, in the District's sole discretion, satisfactory arrangements for the correction thereof, upon written notice from District of assignment ("Notice of Assignment"), Entity shall not be entitled to receive any further payment, except as provided for in this Section 9.4.2, and the District shall have the absolute right to designate an assignment of the Obligations from the Entity to another party. The Entity and its surety hereby consent to such assignment.

9.4.2.1 In the event of service of a Notice of Assignment upon the Entity and its surety, the Entity's surety shall have the right to take over and complete the Project by giving the District written notice of such within fifteen (15) days after service upon it of the Notice of Assignment. If the surety fails to commence performance thereof within thirty (30) days from date of serving such notice, the District may require that the Entity and/or the surety assign the Obligations to a party designated by the District. The District may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Entity as may be on the site of the work and necessary therefore.

9.4.2.2 If the unpaid balance of the Total Base Rent exceeds the expenses of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Entity. If such expenses exceed such unpaid balance, the Entity shall pay the difference to District within sixty (60) days of recordation of the Notice of Completion for the Project. Any expense incurred by the District as herein provided, and damage incurred through the Entity's default shall be

certified by the Architect.

9.4.2.3 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

9.4.3 In the event it is determined that the District did not have cause to issue a Notice of Assignment under Section 9.4.2, the Entity shall only be entitled to receive compensation in accordance with Section 9.4.1.

9.5 No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties to exercise any remedy reserved to them in this Article 9, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

9.6 Termination for Convenience. The District has the absolute right to terminate the Facilities Lease and the Site Lease without cause and for its convenience upon fourteen (14) days' written notice to the Entity. In the event of termination without cause during Preconstruction Services, the Entity shall be entitled to payment in an amount not to exceed the Preconstruction Services fee which shall be calculated as follows: (1) the percentage completion of items of preconstruction services by Entity as accepted by the District; plus (2) other reasonable costs actually incurred by Entity in connection with termination; provided, however, that in no event shall Entity be paid an amount which exceeds the Preconstruction Services fee for any item of Preconstruction Services. In the event of such termination without cause during construction services, the District shall pay the Entity the earned but unpaid actual costs, calculated in accordance with Section 9.4.1, plus ten percent (10%) of the remaining Entity fee for the Project. The Entity shall not be entitled to any further compensation.

If the Facilities Lease and Site Lease are terminated by the District for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this section, and Entity shall be entitled to receive only the amounts payable hereunder in compensation.

9.7 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

9.8 Application of Proceeds. All amounts derived by the Entity as a result of an Event of Default hereunder, shall be applied to the Lease Payments in order of payment date.

ARTICLE 10. MISCELLANEOUS.

10.1 Notices. Any notice to either party shall be in writing and given by delivering the same to such party in person, or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, or by delivering any notice by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery, to the following addresses:

To the District: 5735 47th Ave.
Sacramento, CA 95824-4528
Attention: Chris Ralston

To the Entity: **Balfour Beatty – Clark Sullivan a Joint Venture**
1110 Iron Point Road, Suite 280
Folsom, CA 95630
Attention: Brian Cahill

Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided therein. All notices under this Facilities Lease shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown in the return receipt. No party shall refuse or evade delivery of any notice.

10.2 Binding Effect. This Facilities Lease shall inure to the benefit of and shall be binding upon The Entity and the District and their respective successors, transferees and assigns.

10.3 Severability. In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

10.4 Further Assurances and Corrective Instruments. The Entity and the District agree that they will, from time to time, execute, acknowledge and deliver such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site or the Project hereby leased or intended to be leased.

10.5 Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.6 Applicable Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California.

10.7 The Entity and District Representatives. Whenever under the provisions of this Facilities Lease the approval of the Entity or the District is required, or the Entity or the District is required to take some action at the request of the other, such approval or such request shall be given for the Entity by the Entity's Representative and for the District by the District's Representative, and

any party hereto shall be authorized to rely upon any such approval or request.

10.8 Captions. The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Facilities Lease.

10.9 Interpretation. It is agreed and acknowledged by District and the Entity that the provisions of this Facilities Lease and its Exhibits have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise portions of this Facilities Lease and its Exhibits and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Facilities Lease and its Exhibits.

10.10 Time. Time is of the essence of each and all of the terms and provisions of this Facilities Lease and its Exhibits.

10.11 Force Majeure. Except as otherwise provided herein, a party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, other than third parties under the control or supervision of the party hereto charged with the delay, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

10.12 Estoppel Certificates. Each party, within twenty (20) days after written notice from the other party, shall execute, acknowledge and deliver to the other party in recordable form an estoppel certificate certifying that this Facilities Lease is: (i) unmodified and in full force and effect, or if there have been modifications, that the same is in full force and effect as modified and stating the modifications; (ii) the amount of the Lease Payments and any Additional Payments then owing but currently unpaid; and (iii) stating whether or not the other party is in default in the performance of any provision of this Facilities Lease, and if so, specifying each such default of which the party may have knowledge. Each party shall only be required to certify the foregoing information to the extent that such information is truthful and accurate.

10.13 Attorneys' Fees; Disputes. In the event that either party is required to institute legal proceedings to enforce this Lease, in whole or in part, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses. The parties further agree that any action of proceeding brought to enforce the terms and conditions of this Facilities Lease shall be maintained exclusively in Sacramento County, California.

10.14 Recitals Incorporated. The Recitals set forth at the beginning of this Facilities Lease are hereby incorporated into its terms and provisions by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Facilities Lease to be executed by their respective duly authorized officers, to be effective as of the day and year first written above.

Sacramento City Unified School District,
A school district organized and existing under the laws
of the State of California

By:

Janea Marking, Chief Business and Operations Officer

Contract: \$107,000 (Preconstruction only) + **\$3,139,643 (Increment 1) = \$3,246,643**

Entity:

Balfour Beatty – Clark Sullivan a Joint Venture

By: Brian Cahill

Title: Division President-California

Business Address: 1110 Iron Point Road, Suite 280, Folsom, CA 95630

License Number: **1093154** Exp. Date: **06/30/2026**

DIR Registration #: **1000935584** Exp. Date: **06/30/2027**

Federal Tax ID #: **88-2231514**

EXHIBIT A

THE PROJECT

The name of the Project is **Fern Bacon Middle School Campus Revitalization** to be constructed at **2930 21st Ave, Sacramento, CA 95820** consists of construction, in accordance with the Plans and Specifications prepared by **Nacht & Lewis Architects**.

Construction includes but not limited to: Demolition of four existing buildings, paving, landscaping, and utilities. Construction of one (1) two-story classroom building and two (2) classroom buildings. Modernization of the existing multi-purpose building and gymnasium. Completion of site work, paving, landscaping, and fencing.

DESCRIPTION OF THE SITE

The Site leased is all of that area inside the (colored boundary) on the map shown below.

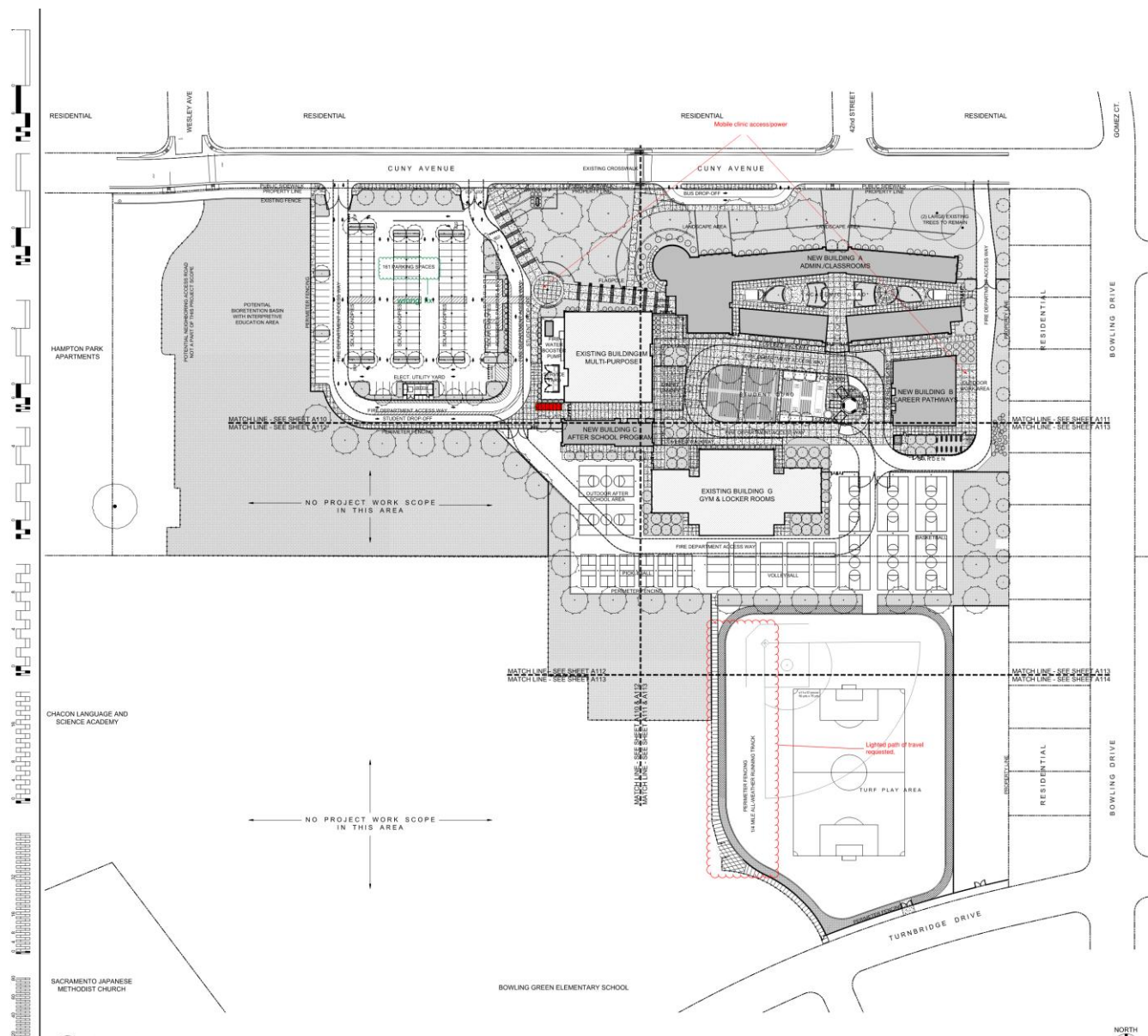


EXHIBIT C **LEASE PAYMENT CALCULATION**

Fern Bacon MS Campus Revitalization - Demo/Abatement/MPOE Relocation Sacramento, CA Total Base Rent (TBR) Summary Prepared on: 04/29/2025		
Item	Description	AMOUNT (\$)
Division 2	Existing Conditions - JM Environmental	\$1,628,000
Division 26	Electrical - MPOE Relocation- Collins Electric	\$394,600
Division 27	Communications - See 26	
Division 28	Electronic Safety & Security - See 26	
DCC Subtotal		\$2,022,600
Lump Sum	GENERAL CONDITIONS	AMOUNT
\$105,000	General Conditions per Month (\$)	\$420,000
4	Lease Phase Duration (Mos)	
DCC + GCs Subtotal		\$2,442,600
RATE	LLB Entity Overhead & Profit Fee	AMOUNT
2.89%	LLB Entity O&P Fee (%) (DCC + GCs) x %	\$70,591
RATE	Contingencies	AMOUNT
2.50%	Construction Contingency (%) (DCC) x %	\$50,565
2.50%	Owner Contingency (%) (DCC) x %	\$50,565
Contingencies Subtotal		\$101,130
LS	General Requirements	AMOUNT
\$331,232	General Requirements (\$) GR LS + (GR LS x LLB O&P Fee)	\$340,805
LS	Allowance(s)	AMOUNT
\$100,000	Temporary Admin Space Remodel Allowance LS + (Allowance LS x LLB O&P Fee %)	\$102,890
	Allowance 2 (\$) Allowance LS + (Allowance LS x LLB O&P Fee %)	
Allowance(s) Subtotal		\$102,890
DCC + GCs + Fee + Contingencies + GRs + Allowance(s) Subtotal		\$3,058,016
RATE	Finance Cost	AMOUNT
0.99%	Finance Cost (%) ((DCC + GCs + LLB O&P Fee + Contingencies + GRs + Allowances) x 7%)) x LLB Entity Finance %	\$2,119
TBR Subtotal with Finance		\$3,060,135
RATE	BONDS & INSURANCE	Amount
1.80%	Gen Liability & Builders Risk Insurance (%) (DCC+GC+LLB O&P Fee+Contingencies+GR+Allowances) x %	\$55,044
0.80%	Payment and Performance Bond (%) (DCC+GC+LLB O&P Fee+Contingencies+GR+Allowances) x %	\$24,464
Bonds & Insurance Subtotal		\$79,508
Total Base Rent		\$3,139,643
LS	Preconstruction Services (\$)	
		\$107,000
Total Contract Amount		\$3,246,643

EXHIBIT C **LEASE PAYMENT SCHEDULE**

Fern Bacon MS Campus Revitalization - Demo/Abatement/MPOE Relocation			
EXHIBIT C LEASE PAYMENT SCHEDULE			
Item No	Monthly Payments	Amount	
1	Lease Payment	\$	584,317
2	Lease Payment	\$	584,317
3	Lease Payment	\$	584,317
4	Lease Payment	\$	584,317
5	Lease Payment (future increments)	\$	-
6	Lease Payment (future increments)	\$	-
7	Lease Payment (future increments)	\$	-
8	Lease Payment (future increments)	\$	-
9	Lease Payment (future increments)	\$	-
10	Lease Payment (future increments)	\$	-
11	Lease Payment (future increments)	\$	-
12	Lease Payment (future increments)	\$	-
13	Lease Payment (future increments)	\$	-
14	Lease Payment (future increments)	\$	-
15	Lease Payment (future increments)	\$	-
16	Lease Payment (future increments)	\$	-
17	Lease Payment (future increments)	\$	-
18	Lease Payment (future increments)	\$	-
19	Lease Payment (future increments)	\$	-
20	Lease Payment (future increments)	\$	-
21	Lease Payment (future increments)	\$	-
22	Lease Payment (future increments)	\$	-
23	Lease Payment (future increments)	\$	-
24	Lease Payment (future increments)	\$	-
25	Lease Payment (future increments)	\$	-
26	Lease Payment (future increments)	\$	-
1	Post Lease Payment	\$	14,837
2	Post Lease Payment	\$	14,837
3	Post Lease Payment	\$	14,837
4	Post Lease Payment	\$	14,837
5	Post Lease Payment	\$	14,837
6	Post Lease Payment	\$	14,837
7	Post Lease Payment	\$	14,837
8	Post Lease Payment	\$	14,837
9	Post Lease Payment	\$	14,837
10	Post Lease Payment	\$	14,837
11	Post Lease Payment	\$	14,837
12	Post Lease Payment	\$	14,837
Total Preconstruction, Lease Payments, & Post Lease Payments		\$	2,515,310
Contractor Contingency		\$	50,565
District Contingency		\$	50,565
General Requirements		\$	340,805
Allowances		\$	102,890
Bonds & Insurance		\$	79,508
Total Contingencies, General Requirements, Allowances, Bonds & Ins.		\$	624,333
Total Base Rent (TBR)		\$	3,139,643
Preconstruction Amount		\$	107,000
Total Contract Amount		\$	3,246,643

EXHIBIT C
QUALIFICATIONS & ASSUMPTIONS
EXCLUSIONS AND WORK NOT INCLUDED



Fern Bacon MS Unit Pricing and Alternates
Phase 1 Demo, Abatement, MPOE

Please see below for Add Alternates/ Value Engineering options for Phase 1 on the Fern Bacon MS Project. These Add Alternates are not included in the Base Bid Proposal and are valid prior to issuance of NTP or 90 days from subcontractor bid date of 4/22/2025

- 1) Dismantle, Salvage and Return to the district, ornamental fencing installed on campus in 2023 around the Parking Lot.
 - a. JM Environmental: \$5,500 (See Back up on Bid Proposal Page 24)
 - b. BB/CS Indirect Costs
 - i. CONTINGENCY 2.5%: \$138
 - ii. FEE 2.89%: \$163
 - iii. Bonds/Insurances 2.6%: \$151
 - c. Total Alternate to Salvage Fence: \$5,952
- 2) Grade and Lime treat soil within Phase 1 limits of work
 - a. Goodfellow Brothers: \$410,083 (See quote on next page)
 - b. BB/CS Indirect Costs
 - i. CONTINGENCY 2.5%: \$10,252
 - ii. FEE 2.89%: \$11,851
 - iii. Bonds/Insurances 2.6%: \$10,662
 - c. Total Alternate to Lime Treat: \$442,848

To Accept Add Alternate Please Add the accepted Value to BB/CS's authorized Amendment.

Exhibit C.1
Clarifications and Assumptions
Phase 1 Demo, Abatement and MPOE

Clarifications and Assumptions

1. GMP is based on DSA Permit Review plans and project specifications as listed in the Exhibit A Construction Document Log.
2. It is understood that this Increment is for Demolition and Abatement only. There is a limited amount of electrical/telecom scope included to "Make Ready" the buildings for demolition and to facilitate start of instruction for Fall 25/26 school year.
3. Balfour Beatty/Clark Sullivan (BBCS) Assume that parking and laydown as required for workers can be accommodated in the field west of the parking lot. Access to the "laydown yard" will be through the parking lot so that city owned curb and sidewalk are not disturbed. BBCS requests the last 5 parking stalls closest to Cuny Ave. be vacated and turned over to the use of the JV for access in and out of the laydown yard.
4. Water and Power will be provided to the JV Entity and subcontractors from existing facilities, at no cost to the JV Entity.
5. BBCS assumes that existing buildings A, B and G will be completely vacated and available for equipment relocation and demolition at a maximum of 1 week following the last day of instruction in the 24/25 school year.
6. It is assumed that all (E) district owned furniture is removed from the buildings prior to demolition.
7. This GMP is based on the attached schedule for the scope of work covered under this phase only. Schedule for completion of construction will be provided in a future GMP amendment.
8. Bonds are included for trade partners per BB/CS Contracting policies.
9. Working hours are assumed to be 0700: 1700 Monday through Friday.
10. Demolition debris produced will be legally disposed of off-site.
11. BB/CS assumes that DSA Permit will be provided prior to the start of construction.
12. BB/CS or its designated subcontractors will provide the required transportation permits for delivery of materials and equipment to the jobsite and removal of debris and hazardous waste. All other permits are assumed to be the responsibility of the District.
13. The execution of this GMP and subsequent amendment is required prior to issuing subcontracts. NTP is required to commence work.
14. Per contract requirements, BB/CS is carrying 2.5% Construction Contingency.
15. BB/CS has relied on the hazardous material surveys provided to us by the district and has will provide off haul and disposal of said material. If contaminated soils or additional hazardous materials are discovered on site beyond what is prescribed in the hazardous material surveys, BB/CS shall promptly notify the District. Remediation has not been figured in this GMP.
16. BB/CS assumes all soil in this phase can remain on site. BB/CS will cover all spoil piles prior to rain events.
17. BB/CS has no 3rd party testing included in this GMP.
18. Subcontractor proposals are guaranteed for 30 days from bid day.
19. During Phase 1 Scope of work BB/CS will engage with a SWPPP QSP/QSD to develop and submit SWPPP plan to the AHJ. District participation will be required to submit the appropriate plans into the states system.
20. District to coordinate Fern Bacon SWPPP with other entities not associated with the Fern Bacon Project (Bowling Green Project).

Exhibit C.1

Clarifications and Assumptions

Phase 1 Demo, Abatement and MPOE

21. Any "add alternates" pricing listed on the subcontractor proposals are only valid if carried by BB/CS in GMP pricing, or as listed in the Alternates Section of this GMP.
22. BB/CS will be relocating the existing Network Rack and Equipment to the new location for the MDF. It is assumed that the existing equipment is fully functional prior to relocation. BB/CS will reprogram and test as applicable for the existing Rauland telecenter and relocated fiber and copper feeds. Full commissioning of the temporary system is not included. Temporary system to be maintained by the district through the 25/26 school year.
23. BB/CS assumes that all Comcast contract coordination will be done by the district. BB/CS will coordinate with Comcast for the new installation work only.
24. BB/CS requires the (E) Fire Alarm FACP to be clear of faults, troubles, alarms or supervisory signals prior to start of demolition. BB/CS has not included Fire Alarm Testing of the existing system as there are no devices being added to it. BB/CS has assumed Spot checking of the modified System will be required and has included 2 people 1 day for spot checking with the IOR.
25. Portable buildings will be removed from the BMS system and will run on local thermostats through the duration of the 25/26 school year.
26. Interim conduit pathways for the MPOE/MDF relocation will be routed exposed and on existing structures. Anchors in roofing material will be at a minimum and will be caulked only.
27. Trade Partner Specific Clarifications
 - a. Demo of building A is treated as hazardous per the hazardous reports but can be disposed of normally per the aggregate waste per the report
 - b. Abatement is per the current Hazardous material surveys; additional surveys are not included in pricing.
 - c. AG base below hardscape to remain onsite until phase 2 when it is removed by earthwork contractor
 - d. Demolition/ Abatement contractor acknowledges that DSA Back Check Specifications contains requirements for evacuated refrigerant to be handed over to the district in subcontractor provided tanks.
 - e. Demolition limits do not include "off-sites" demolition. Pedestrian sidewalk and asphalt demolition on Cuny Ave. will be carried in a later GMP with the earthwork subcontractor.

Exclusions:

1. Permits, on site or offsite, except as noted above.
2. Testing for Lead, Asbestos or other hazardous materials. It is assumed that any additional hazardous materials survey will be provided to the BB/CS prior to any demolition work within the Existing facility.
3. Any work associated with the construction of Fern Bacon Middle school not directly referenced in item 2 in the clarifications.
4. Warranty on existing equipment. BB/CS will warrant installation of new cables only.
5. Hard Court Striping is not included for patch back at new Comcast/ATT Point of Entry.
6. Clear and grub the site (to be included in the next GMP Amendment with the earthwork trade partner)
7. Demolition and removal of district owned "loose" furniture

LIST OF PLANS, SPECIFICATIONS AND OTHER DOCUMENTS



EXHIBIT A - CONSTRUCTION DOCUMENTS LOG					
SACRAMENTO CITY USD FERN BACON MIDDLE SCHOOL - PHASE 1					
ATTACHMENTS AND REPORTS					
Document No.	Document Title	Addendum	Current Document Date	Posted Date	Version
01400	HAZMAT REPORT SAMPLE LOCATIONS SITE PLAN	0	3/31/2025	4/2/2025	Original
01401	HAZMAT REPORT LAB REPORT 2	0	8/19/2024	4/2/2025	Original
01402	HAZMAT REPORT LAB REPORT 1	0	8/14/2024	4/2/2025	Original
01403	HAZMAT REPORT FB24 HHRA NOTE 3 TABLES	0	5/1/2022	4/2/2025	Original
01404	FBMS GEOTECHNICAL ENGINEERING AND GEOLOGICAL HAZARDS REPORT	0	8/1/2024	4/2/2025	Original
01405	FERN BACON UTILITY LOCATING MAP	0	3/31/2025	4/2/2025	Original
01406	OTHER HAZMAT REQ FERN BACON	0	3/31/2025	4/2/2025	Original
01407	FINAL HAZMAT INSPECTION REPORT FERN BACON	0	8/30/2024	4/2/2025	Original
01408	COURTYARD HYDRONIC PLAN	0	3/31/2025	4/2/2025	Original
01409	COURTYARD HYDRONIC TEST LOCATION	0	3/31/2025	4/2/2025	Original
01410	ASI 001 FIRE ALARM LOOPS FRMS 03/21/2025	1	3/21/2025	4/8/2025	Addendum
01411	ASI 002 MPOE MOVE FRMS 4.2.25	1	4/2/2025	4/8/2025	Addendum
01413	MPOE MAKE READY SCOPE VISUAL AID	1	4/8/2025	4/8/2025	Addendum
SPECIFICATIONS					
Document No.	Document Title	Addendum	Current Document Date	Posted Date	Version
Div 00-01	Facilities Lease Agreement	0	12/13/2024	4/2/2025	DSA Submittal
01 01 50	ADDITIONAL REQUIREMENTS FOR DSA PROJECTS	0	12/13/2024	4/2/2025	DSA Submittal
01 57 13	EROSION CONTROL	0	12/13/2024	4/2/2025	DSA Submittal
DIVISION 2	EXISTING CONDITIONS	0	12/13/2024	4/2/2025	DSA Submittal
DIVISION 23	HVAC (PARTIAL)	0	12/13/2024	4/2/2025	DSA Submittal
DIVISION 26	ELECTRICAL (PARTIAL)	0	12/13/2024	4/2/2025	DSA Submittal
DIVISION 27	COMMUNICATIONS (PARTIAL)	0	12/13/2024	4/2/2025	DSA Submittal
DIVISION 28	ELECTRONIC SAFETY AND SECURITY (PARTIAL)	0	12/13/2024	4/2/2025	DSA Submittal
BID PACKAGES					
Bid Package No.	Bid Package Title	Addendum	Current Document Date	Posted Date	Version
02 40	EXISTING CONDITIONS (SELECTIVE) ABATEMENT	2	4/16/2025	4/16/2025	Addendum
26.00	ELECTRICAL MPOE RELOCATION, MAKE READY	2	4/16/2025	4/16/2025	Addendum

PLAN LIST						
Division	Drawing No.	Drawing Title: FERN BACON MIDDLE SCHOOL CAMPUS REVITALIZATION 60% CD	Addendum	Current Document Date	Posted Date	Set Name
GENERAL	G000	COVER SHEET	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	G001	SHEET INDEX	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	G111	ARCHITECTURAL SYMBOLS, LEGENDS, AND NOTES	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	G161	UL ASSEMBLY DETAILS	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	G200	CA TITLE 24 ENERGY CODE - BUILDING A	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	G201	CA TITLE 24 ENERGY CODE - BUILDING B	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	G202	CA TITLE 24 ENERGY CODE - BUILDING C	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	G203	CA TITLE 24 ENERGY CODE - BUILDINGS G & M	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	GA141.1	BUILDING A CODE ANALYSIS - FIRST FLOOR EXITING - WEST	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	GA141.2	BUILDING A CODE ANALYSIS - FIRST FLOOR EXITING - EAST	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	GA142.1	BUILDING A CODE ANALYSIS - SECOND FLOOR EXITING - WEST	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	GA142.2	BUILDING A CODE ANALYSIS - SECOND FLOOR EXITING - EAST	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	GB131	BUILDING B - CODE ANALYSIS	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	GB131	BUILDING G - CODE ANALYSIS	0	12/13/2024	4/2/2025	DSA Pre-Check
GENERAL	GM131	BUILDING C & M - CODE ANALYSIS	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C1.0	OVERALL DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C1.1	PARTIAL DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C1.2	PARTIAL DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C1.3	PARTIAL DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C1.4	PARTIAL DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C1.5	PARTIAL DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C1.6	PARTIAL DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C2.0	OVERALL UTILITY DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C2.1	UTILITY DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C2.2	UTILITY DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C2.3	UTILITY DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C2.4	UTILITY DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C2.5	UTILITY DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
CIVIL	C2.6	UTILITY DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
LANDSCAPE	LD.1	IRRIGATION DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	A005	ENLARGED BUILDING SEPARATION CODE PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	A100	PARTIAL ENLARGED DEMOLITION SITE PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	A101	PARTIAL ENLARGED DEMOLITION SITE PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	A102	PARTIAL ENLARGED DEMOLITION SITE PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	A103	PARTIAL ENLARGED DEMOLITION SITE PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	A104	PARTIAL ENLARGED DEMOLITION SITE PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AG111D	BUILDING G DEMOLITION FLOOR PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AG121D	BUILDING G ROOF DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AG211D	BUILDING G DEMOLITION REFLECTED CEILING PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AM111D	BUILDING M DEMOLITION FLOOR PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AM121D	BUILDING M DEMOLITION ROOF PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AM211D	BUILDING M DEMOLITION REFLECTED CEILING PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AM510	BUILDING M ENLARGED KITCHEN DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	AM511	BUILDING M ENLARGED KITCHEN FLOOR AND CONCRETE DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ARCHITECTURE	A800	SITE DETAILS - CANOPY DEMOLITION	0	12/13/2024	4/2/2025	DSA Pre-Check
MECHANICAL	M003	HVAC SCHEDULES (Partial: SAC-G-1 and SCU-G-3 only)	0	12/13/2024	4/2/2025	DSA Pre-Check
MECHANICAL	MG111D	BUILDING G DEMOLITION HVAC FLOOR PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
MECHANICAL	MG111	BUILDING G HVAC FLOOR PLAN (Partial: SAC-G-1 and SCU-G-3 only)	0	12/13/2024	4/2/2025	DSA Pre-Check
MECHANICAL	MG121D	BUILDING G DEMOLITION HVAC ROOF PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
MECHANICAL	MG121	BUILDING G HVAC FLOOR PLAN (Partial: SAC-G-1 and SCU-G-3 only)	0	12/13/2024	4/2/2025	DSA Pre-Check
MECHANICAL	MM111D	BUILDING M DEMOLITION HVAC FLOOR PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
MECHANICAL	MM121D	BUILDING M DEMOLITION HVAC ROOF PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
PLUMBING	P100	PLUMBING SITE GAS DEMOLITION PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
PLUMBING	PG111D	BUILDING G DEMOLITION PLUMBING FLOOR PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
PLUMBING	PG121D	BUILDING G DEMOLITION PLUMBING ROOF PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
PLUMBING	PM111D	BUILDING M DEMOLITION PLUMBING FLOOR PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
PLUMBING	PM122D	BUILDING M DEMOLITION PLUMBING ROOF PLAN	0	12/13/2024	4/2/2025	DSA Pre-Check
ELECTRICAL	E121D	OVERALL SITE PLAN - POWER - DEMO	0	12/13/2024	4/2/2025	DSA Pre-Check
ELECTRICAL	EG222D	GYM - OVERALL ROOF PLAN - POWER - DEMO	0	12/13/2024	4/2/2025	DSA Pre-Check
ELECTRICAL	EG231D	GYM - OVERALL REFLECTED CEILING PLAN - LIGHTING - DEMO	0	12/13/2024	4/2/2025	DSA Pre-Check
ELECTRICAL	EM222D	MULTIPURPOSE - OVERALL ROOF PLAN - POWER - DEMO	0	12/13/2024	4/2/2025	DSA Pre-Check
ELECTRICAL	EM231D	MULTIPURPOSE - OVERALL REFLECTED CEILING PLAN - LIGHTING - DEMO	0	12/13/2024	4/2/2025	DSA Pre-Check
TECHNOLOGY	T000	TECHNOLOGY SITE PLAN - SITE INFRASTRUCTURE (Partial)	1	12/13/2024	4/2/2025	ASI 002
TECHNOLOGY	T050	TECHNOLOGY SITE PLAN - DEMO	1	12/13/2024	4/2/2025	ASI 002
TECHNOLOGY	T051	TECHNOLOGY SITE PLAN - MDF RELOCATION	1	12/13/2024	4/2/2025	ASI 002
TECHNOLOGY	T100	TECHNOLOGY SITE PLAN - SITE INFRASTRUCTURE (Partial)	1	12/13/2024	4/2/2025	ASI 002
TECHNOLOGY	TG111	TECHNOLOGY - BUILDING G - FLOOR PLAN (Partial)	0	12/13/2024	4/2/2025	DSA Pre-Check
TECHNOLOGY	TG211	TECHNOLOGY - BUILDING G - REFLECTED CEILING PLAN (Partial)	0	12/13/2024	4/2/2025	DSA Pre-Check
TECHNOLOGY	T501	TECHNOLOGY DETAILS (Partial)	1	12/13/2024	4/2/2025	ASI 002
TECHNOLOGY	T601	T601 - TECHNOLOGY SINGLE LINES (Partial)	0	12/13/2024	4/2/2025	DSA Pre-Check
ELECTRICAL	E121D	OVERALL SITE PLAN - POWER - DEMO (ASI #001)	1	3/21/2025	3/1/2025	ASI 001 - Fire Alarm Loops

EXHIBIT D
GENERAL CONSTRUCTION TERMS AND CONDITIONS

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ACKNOWLEDGMENTS

The Sacramento City Unified School District (the “District”) and **Balfour Beatty – Clark Sullivan a Joint Venture**. (the “Entity”) acknowledge the following as of the Effective Date of the Facilities Lease:

a. The District desires to have the Entity construct, the **Fern Bacon Middle School Campus Revitalization** located on the District’s property, which is subject to a Site Lease and a Facilities Lease between the District and the Entity; and

b. The District owns the Site; and

c. The District has entered into an agreement for architectural services with respect to the design of the Project (the “Architectural Services Agreement”); and

d. To the extent required by law, construction documents for the Project, including Plans and Specifications as defined in the Facilities Lease, will be submitted to the Division of State Architect (“DSA”) for approval; no work for which Entity is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code and for which DSA approval is required may be performed before receipt of the required DSA approval. Upon approval, those construction documents are incorporated herein by this reference; and

e. Upon commencement of construction under the Plans and Specifications, the Entity will have thoroughly investigated the site conditions and reviewed the applicable Plans and Specifications to establish that there are no known problems with respect to the site conditions or the Plans and Specifications and that Entity can and will construct the Project for the Total Base Rent as set forth and defined in Article 4 of the Facilities Lease, and the Entity will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, unless otherwise provided in the Facilities Lease, these General Construction Terms and Conditions and/or the Construction Documents as defined herein; and

f. The Entity is experienced in the construction of the type of facility desired by District and will have all construction performed by firms with all necessary licenses and qualifications which are required to build and deliver the Project.

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

The definitions in the Facilities Lease have the same meanings where the terms are used herein. Additionally, the following definitions and principles of interpretation also apply:

Section 1.01. Definitions and Principles of Interpretation.

Whenever the following terms, titles, or phrases are used in the Construction Documents, the intent and meaning thereof shall be as defined in this article.

Section 1.02. Architect.

The “Architect” is the architectural firm engaged as an agent by the District to perform the services set forth in the Construction Documents. The Architect is designated by the Board of Education as the District’s agent to perform all functions delegated to the Architect by the Construction Documents.

Section 1.03. Architect’s Instruction Bulletin.

“Architect’s Instruction Bulletins” are supplemental drawings or instructions, which may be issued as necessary from time to time to make clear or define in greater detail the intent of the Plans and Specifications. There may be a change in the Total Base Rent or Contract Time involved with the work shown in the Bulletin.

Section 1.04. Board of Education

“Board of Education” shall mean the duly elected officials constituting the Board of Education of the Sacramento City Unified School District.

Section 1.05. Change Order.

“Change Order” shall mean a written order to the Entity signed by the District and the Entity or signed unilaterally by the District, issued after execution of the Facilities Lease, authorizing a change in the Work and/or an adjustment in the Total Base Rent and/or the Contract Time. A Change Order shall be memorialized as an “Amendment” to the Facilities Lease.

Section 1.06. Closeout Documents.

Documents as required to meet the requirements of final completion.

Section 1.07. Construction.

“Construction” means all labor and services necessary for the construction and delivery of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as described in the Facilities Lease and the Construction Documents. Unless otherwise expressly stipulated, the Entity shall perform all Work and provide and pay for all materials, labor, tools equipment and utilities, including, but not limited to, light, water and power, necessary for the proper execution and completion of the Project pursuant to the Facilities Lease and the Construction Documents.

Section 1.08. Construction Change Directive (“Directive”).

“Construction Change Directive”, or “Directive” shall mean a written order to the Entity, issued after execution of the Facilities Lease, signed by the Owner or the District Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Base Rent or Contract Time, or both, and which shall be used in the absence of total agreement with the Entity on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Section 1.09. Contract Change Document (CCD).

A “Contract Change Document” or “CCD” shall mean the following documents, which may be required to be submitted to DSA for approval prior to being implemented and incorporated into a Change Order: Architect’s Instruction Bulletins, Construction Change Directives, Interpretations, RFI’s or Substitutions. Any CCD including any change to the Plans and Specifications related to Structure, Fire, Life and Safety and Accessibility must be accompanied by a DSA-stamped and signed Form DSA-140 for a “Category A” change for which DSA approval is required or a “Category B” change for which DSA approval is not required in the professional opinion of the Architect. The Entity is not authorized to proceed with any work specified on a Form DSA-140 unless and until approval is received from DSA and provided to the Entity.

Section 1.10. Construction Documents.

The “Construction Documents” shall include the Plans and Specifications including any addenda, these General Construction Terms and Conditions, Change Orders, Interpretations, Directives, Supplemental Drawings, the Entity’s Guarantee Form, Architects Instruction Bulletins, the Performance Bond and the Payment Bond, and other documents as defined in the Facilities Lease to be prepared and/or assembled by Architect with input from Entity to define the Work to be constructed as part of the Project.

Section 1.11. Construction Schedule.

The “Construction Schedule” is the schedule produced by the Entity for the construction of the Project. See Article 13 for specific requirements.

Section 1.12. Contract Time.

“Contract Time” shall mean the period specified for completion of the Work, as set forth in the Facilities Lease and adjusted by any Change Order issued pursuant to the Construction Documents.

Section 1.13. Contract Documents.

The “Contract Documents” consist of the Lease Agreements, together with any exhibits, Drawings, Specifications, Schedules, Performance Bond, Payment Bond, Addenda issued prior to execution of the Lease Agreements, other documents listed in the Lease Agreement, and Modifications issued after execution of the Lease Agreement. A Modification is (1) a written amendment to the Lease Agreements signed by both parties, (2) a Change Order, (3) a Construction Change Directive (4) a written order for a minor change in the Work issued by Architect or the District. The Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, or sample forms).

Section 1.14. Date of Completion.

The “Date of Completion” is the date certified by the District’s Representative when construction of the Work is 100% complete including acceptance by the Architect of all punch list corrections.

Section 1.15. Day.

Unless otherwise expressly defined, a “day” shall mean a calendar day of 24 hours, including each and every day of the year.

Section 1.16. District’s Consultants

Those consultants retained by District identified in the Project Roster (or later added) who will assist District in carrying out the Project.

Section 1.17. District Representative.

“District Representative” shall mean the District’s designated agent engaged to perform all functions delegated to the District Representative by the Contract Documents. The District Representative will be the Entity’s primary contact during Construction of the Project.

Section 1.18. Division of the State Architect (DSA).

“Division of the State Architect” is the California State agency responsible for checking construction documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site. The Division of the State Architect also approves inspectors on all public school projects.

Section 1.19. Drawings

The graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project.

Section 1.20. Entity

The Lease-Leaseback Entity hired to provide preconstruction services and is anticipated to build the Project under a Facilities Lease per Education Code section 17406 et seq.

Section 1.21. Final Completion

Includes completion of all contract work, including punch list items and final cleaning completed and all close-out documents, including as-builts and other documents required in the Facilities Lease.

Section 1.22. Interpretations.

“Interpretations” are all clarifications, additional instructions, and explanations issued by the Architect pursuant to Article 5 hereof.

Section 1.23. Materials and Equipment.

“Materials” is a generic term, which shall include all building materials, articles, supplies, and equipment delivered to the Project for incorporation into the Work. “Materials” includes everything incorporated into the Work except labor, unless otherwise noted.

“Equipment” shall mean all pre-manufactured or partially pre-assembled products or components, assembled or partially assembled before delivery to the Site.

Section 1.24. Notice to Proceed.

“Notice to Proceed” is the notice given to the Entity following approval of the Plans and Specifications by DSA (if required) and approval of the Total Base Rent and Lease Payment Schedule by the Board, which establishes the start of the construction of the Work and the time for completion of the entire Work, and authorizes the Entity to begin construction.

Section 1.25. Office of Public School Construction (OPSC).

“Office of Public School Construction” is the California State agency responsible for apportionment, disbursement and monitoring of state provided school district capital improvement funds.

Section 1.26. Product Data.

“Product Data” shall mean illustrations, standard schedules, performance charts, instructions, brochures,

diagrams and other information furnished by the Entity to illustrate a material, product or system for some portion of the Work.

Section 1.27 . Project

The total design and construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by District or by separate contractors

Section 1.28. Project Evaluation Criteria

Benchmarks, metrics, or standards of evaluation developed by the District, Entity, and Architect and used throughout the Project as a basis for evaluating and continuously improving Project performance.

Section 1.29. Project Inspector.

The “Project Inspector” shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Entity for compliance with the Construction Documents. The Project Inspector is hereby designated as an agent of the District for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.30. Proposed Change Order/Work Order (PCO).

A “Proposed Change Order/Work Order” is the name given to a document issued by the Entity proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Base Rent or Contract Time, or both. A PCO shall be used by the Entity to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Base Rent or to the Contract Time unless it is accepted in writing by the District.

Section 1.31. Provide.

“Provide” shall mean to furnish, install, and connect complete and ready for use.

Section 1.32. Reference to Codes.

Unless otherwise noted, all references to statutes are to the laws of the State of California as codified in the various specified codes.

Section 1.33. Request for Information (RFI).

“Request for Information”, or “RFI” is the name given to a document issued by the Entity seeking clarification and/or additional information regarding an aspect of the Work. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the Owner.

1. Should the Contractor require clarification or additional information of the Contract Documents, and after the Contractor has consulted with the Project Inspector, the Contractor will direct the request to the District Representative on a Request for Information (RFI) form. (See appendix.)

2. Each RFI will be submitted to the District Representative un-numbered. The District Representative will number each RFI sequentially and will maintain an RFI log. The Contractor shall describe on the RFI the problem or clarification being requested. The description provided should be complete and adequate to permit a written response without additional communications with the Contractor. The Contractor shall attach any

related information or correspondence that may have been received from Subcontractors or vendors on the subject. In instances where the Contractor believes there may be a conflict between elements of the plans and specifications, the Contractor should identify the conflict and indicate the manner in which it interprets the Contract Documents.

3. The District Representative will review the request and take one or more of the following steps:

- a. Return the request to the Contractor for additional information.
- b. Forward the request to the Architect for response, copying the Project Inspector.
- c. Provide response and return to the Contractor with copies to the Architect and Project Inspector.

4. The Architect or other appropriate party receiving the RFI, will attempt to provide a response to the District Representative within seven (7) calendar days of receipt. The District Representative will in turn review the response and forward it to the Contractor. Should the response to an RFI be required by a specific critical date the Contractor shall indicate that date on the RFI.

5. If the Architect's review indicates a change or revision is necessary to the Contract Documents, the Architect will prepare the appropriate drawings and/or specifications required to define the change or revision and obtain DSA approval, if necessary. These documents will be transmitted to the District Representative for review and incorporation into the Contract Documents. The District Representative will transmit the revised documents to the Contractor.

6. If the Contractor believes the clarification or direction provided by the response to the RFI will impact the cost or schedule of the Project, the Contractor shall provide prompt notification to the District Representative, according to the General Conditions. After consultation with the Architect, the District Representative may prepare a Request for Proposal, PCO/Work Order and/or Change Order (see appendix) that shall be processed as outlined in the Change Order Procedure section of the Manual.

Section 1.34. Request for Proposal (RFP).

A "Request for Proposal", or "RFP" is the name given to a document issued by the District Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of Work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. The Entity's response to the RFP shall be in the form of a Proposed Change Order.

Section 1.35. Samples.

"Samples" shall mean physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Section 1.36. Shop Drawings.

"Shop Drawings" shall mean drawings, diagrams, schedules and other data specifically prepared for the Work by the Entity or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Section 1.37. Special Inspector.

The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.38. Specifications

That portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, execution and workmanship for the Work, and performance of related services.

Section 1.39. Subcontractor.

“Subcontractor” shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Entity in or about the construction of the Work, or who, under subcontract to the Entity, fabricates and installs a portion of the Work. To the extent the term Subcontractor is referred to as if singular in number it shall include the plural and shall mean a Subcontractor or an authorized representative the Subcontractor.

Section 1.40. Submittal.

“Submittal” shall include all product data, shop drawings, manufacturers’ installation instructions, samples, equal or substitution requests and all other submissions that the Entity is required to make to the District and/or Architect.

Section 1.41. Substantial Completion

The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so Owner can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Entity's or its Subcontractors', Sub-subcontractors', or Suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Entity has cleaned up and removed all equipment, tools and other materials from the Work area. Entity shall secure and deliver to Owner written warranties and guaranties from its Subcontractors, Sub-subcontractors and Suppliers bearing the date of Substantial Completion or some other date as may be agreed to by Owner and stating the period of warranty as required by the Contract Documents.

Section 1.42. Substitution.

“Substitution” shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified. Note: Substitutions may be subject to DSA approval prior to fabrication or use.

Section 1.43. Supply.

“Supply” shall mean to furnish only, complete and ready for installation, including shipping, delivery, protection, and any assembly required prior to installation.

Section 1.44. Work.

The construction and services required from Entity by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Entity to fulfill its obligations to provide a complete, usable and functional Project consistent with the design intent of the District’s Architect. The Work may constitute the whole or a part of the Project.

Section 1.45. Work Plan

The resource-loaded Work Plan prepared by Entity (or any other party as requested by the District) depicting the activities to be accomplished for the Project and the anticipated labor (and resulting personnel costs), together with anticipated Reimbursable Expenses.

ARTICLE 2. CONSTRUCTION DOCUMENTS

Section 2.01. General Intent of Construction Documents.

It is the overriding intent of the Construction Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Construction Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Construction Documents.

Section 2.02. Labor and Materials.

Unless otherwise provided in the Construction Documents, the Entity shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Construction Documents, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

Section 2.03. Complementary Feature of Various Parts of Construction Documents.

The Construction Documents, including the specifications and plans and drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) drawings shall govern over small-scale drawings, the Specifications shall govern over the Plans except as noted below, and subsequent addenda, Interpretations, or Change Orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

In case of conflict between the Plans and Specifications, the Plans shall govern in matters of quantity, the Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the Effective Date, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications.

Section 2.04. Ownership and Use of Documents.

The Plans and Specifications prepared by the Architect are and shall remain the property of the District.

Section 2.05. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, overnight mail, facsimile, e-mail (with confirmation of receipt), or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Entity's home office, job-site office, or to Entity's superintendent; or when the facsimile transmission is complete if completed by 5:00 p.m. on a business day, or otherwise on the following business day; or when an e-mail return receipt is sent; or two business days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

Section 2.06. Not Used.

Section 2.07. Rights and Remedies.

The duties and obligations of the Entity imposed by the Construction Documents and the rights and remedies of the parties available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the District, the District's Representative, the Project Inspector or the Architect to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Construction Documents or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

ARTICLE 3. BONDS

Section 3.01. Bonds: Time to Submit.

Within ten (10) days after receipt of a Notice to Proceed for Construction, the Entity shall furnish and deliver to the District bonds as set forth below in Sections 3.03 and 3.04.

Section 3.02. Qualifications of Surety.

All bonds shall be duly executed by a responsible corporate surety listed in the current version of the United States Department of the Treasury circular entitled “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” admitted by the State of California Department of Insurance to do business in the State of California and acceptable to District.

Section 3.03. Performance Bond.

The Entity shall submit a faithful Performance Bond on the form provided by the District, conditioned upon the faithful performance by the Entity of all requirements of the Facilities Lease and the Construction Documents. The amount of the bond shall be in a sum no less than one hundred percent (100%) of the Total Base Rent.

Section 3.04. Labor and Materials Payment Bond.

The Entity shall also submit a bond on the form provided by the District, which in all respects complies with Civil Code sections 3247-3252, inclusive. This bond, hereinafter referred to as a “Payment Bond,” shall be in a sum no less than one hundred percent (100%) of the Total Base Rent.

Section 3.05. Additional Bonding Requirements.

All bonds submitted shall include the following:

1. Full name and address of the Entity, Surety, and District
2. Effective Date of the Facilities Lease
3. Total Base Rent
4. Project name and address
5. Signature of the Entity
6. Corporate Seal if Applicable
7. Signature of authorized Surety representative
8. Notarization of the Entity and Surety
9. Power of Attorney
10. Local contact for Surety, with name, phone number, and address to which legal notices may be sent

ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

Section 4.01. Basic Standard.

The Entity shall conduct the Work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by the Entity and by all Subcontractors on the Site.

The Entity shall comply with the requirements of the California State Licensing Board and have a valid contractor's license, which is to be active and maintained in "Good Standing" throughout full completion of the Project.

The Entity, and any used subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to executing any contract or engaging in any work, whichever is earlier, that involves the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

Section 4.02. Permits.

The District shall pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District shall reimburse the Entity for specific construction permits related exclusively to the project and/or project location that could include but are not limited to encroachment permits, water usage permits, meter permits, fire alarm permits, elevator permits, confined space and special work permits, storm water permits, erosion control permits and any applicable State, County or City permits related to agency inspections, utility connection fees, encroachment permits, utility service charges other than temporary utility charges unless otherwise indicated, necessary for the completion of the Work. All other fees and permits shall be at the expense of the Entity. Proper documentation of fee, permit, and utility service charges shall be submitted to the District through the District's Representative. No mark-up shall be allowed the Entity on these reimbursable charges.

The Entity shall give all notices and comply with all laws, ordinances, rules, regulations or orders of any public authority bearing on the performance of the Work.

Except as provided above, the District shall secure and pay for necessary approvals, easements, assessments and charges required for the Construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Section 4.03. Compliance with Laws and Regulations.

The Entity shall keep itself fully informed of and shall observe and shall conduct its operations so as to comply with, and shall cause any and all persons, firms, or corporations employed by it or under it to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, latest Edition of Title 24, Parts 1-5 and 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction.

ARTICLE 5. INTERPRETATION OF PLANS AND SPECIFICATIONS

Section 5.01. Sections of Plans and Specifications.

For convenience, the Plans and Specifications in the Construction Documents are arranged in several sections, but this separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of the work to be performed by any Subcontractor are strictly between the Entity and the Subcontractor.

Section 5.02. Diagrammatic Drawings.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, the Entity shall notify the District's Representative and obtain an Interpretation before proceeding with the work in question. Unless there is a material increase in the Entity's scope of Work, installation as specified in the Interpretation shall be without any additional compensation to the Entity. Any work done after discovery of the issue, until authorization to proceed based on the Interpretation provided will be done at the Entity's risk.

Section 5.03. Interpretation and Additional Instructions.

The goal of the preconstruction involvement of Entity and key Subcontractors is to maximize the parties' understanding of the design requirements, including the design intent and all technical requirements of the Project, prior to field construction. In particular, if provided for in Preconstruction Services, the District expects Entity to have conducted extensive constructability review using BIM models provided to Entity and to have resolved all potential conflicts that reasonably could be identified in a thorough review prior to notice to proceed with construction. If the parties have maximized this opportunity, then there will be little or no need for RFIs or clarifications after construction is commenced.

To the extent that the need for clarification does arise, the party seeking clarification should first raise the issue either in a face-to-face conversation or via telephone with the Architect. The initial conversation shall describe the issue, identify the area affected, and request the clarification needed. If the parties to that conversation resolve the issue in the course of that conversation, they shall also agree on how the clarification shall be documented. If the parties to that conversation are not able to resolve the issue in the course of that conversation, they shall agree on how the issue will be resolved (who, will do what, by when) and shall agree which of them will notify the District concerning the issue and the plan for resolution. It is the parties' goal that RFI's will only be issued to document solutions, rather than raise questions that have not previously been the subject of a conversation. To the extent that resolution of the issue may affect progress of the Work, the issue shall be included in the schedule updates.

Should the Entity proceed with the work affected before receipt of instructions from the Architect, and, in the case of a change to the Work, before authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost, without an extension of the Contract Time.

Section 5.04. Architect's Instruction Bulletins and Drawings.

In addition to the drawings incorporated in the Construction Documents, the Architect may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Plans and Specifications. In furnishing additional drawings or instructions, the Architect shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. Any Architect's Instruction Bulletin including a change to

the Plans and Specifications must be accompanied by a Form DSA-140. If extra cost is known to be involved, and time permits, these instructions will be accompanied by a RFP. The Entity shall have up to ten (10) days to respond to the RFP in the form of a Proposed Change Order which shall be accompanied by the supplemental drawings or instructions signed by the Entity. Upon approval of the PCO, the supplemental drawings or instructions shall become a part of the Construction Documents; the Entity shall make its Work conform to them. If time does not permit the processing of a Change Order, the supplemental drawings or instructions will be accompanied by a Construction Change Directive.

Section 5.05. Notification of Disagreement Regarding Scope of Work.

When the Entity does not agree that work due to an Interpretation or supplemental drawing or instruction is within the scope of the Construction Documents, the Entity shall nevertheless perform such work without delay. Within seven (7) days after receipt of the Interpretation or instruction, the Entity shall submit a Proposed Change Order to the District's Representative specifying in detail in what particulars the construction requirements were exceeded and the change in cost resulting therefrom. **Failure of the Entity to provide timely written notice waives the Entity's right to claim that the Interpretation or Architect's Instruction Bulletin constitutes a change to the Contract Documents.** The District's Representative shall then determine whether the work should be covered by a contingency or allowance per Section 4.4.2.4 or an amendment to the Total Base Rent is warranted. Change Orders shall be issued in accordance with Article 15 of these General Construction Terms and Conditions. The time during which the request is pending shall not affect the Contract Time.

Section 5.06. As-Built Drawings and Specifications.

The Entity shall maintain a hard copy or PDF master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Entity will be determined by the Architect, who will be responsible for preparing the final, reproducible as-built drawings based upon the information submitted by the Entity. The Entity's as-built information shall be clear and legible, and at a minimum, the following information shall be inserted and dimensioned on those Drawings and Specifications, in RED, by the Entity: the exact horizontal and vertical location of all installations in their finished condition, including all electrical, plumbing and mechanical installations; all changes in construction, materials and installed equipment; posting of all issued addenda, Request for Information (RFI) signed by the Architect and Architect's Instruction Bulletins with back-up to the bid documents in all applicable locations along with adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of each change authorized by Directive, and the number of that Directive. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. If as-builts are marked up in PDF format, the file shall be made available remotely in a manner acceptable to the District Representative and Inspector.

Written confirmation from the District Representative that the as-builts have been properly updated weekly shall be submitted with each pay application request, and the existence of such properly updated as-builts shall be a condition precedent to payment. Failure to comply with the preparation and submission of as-builts may result in the District withholding the current lease payment.

As a condition to certification of final completion, the Entity shall provide signed and dated original as-built drawings and specifications in a PDF color format, with a resolution of 600 DPI and each plan sheet and specification section bookmarked by name, number or title, together with all additional information requested by the Architect to enable the Architect to prepare a set of final, reproducible as-built drawings

and specifications. Timely submission of complete as-built documents shall be a condition precedent to certification of final completion. Delays in the submission of complete as-built documents may subject the Entity to liquidated damages.

ARTICLE 6. SUBCONTRACTORS

Section 6.01. Subcontracting.

The Entity shall give personal attention to the fulfillment of the Construction Documents and all Work of the Project and shall control the Work.

If the Entity subcontracts any Work to be performed or materials to be supplied pursuant to this Agreement, the Entity shall be as fully responsible to the District for the acts and/or omissions of such subcontractor or supplier and of the persons either directly or indirectly employed or engaged as subcontractors by such subcontractor or supplier as it is for its own acts and omissions.

The Entity shall bind every Subcontractor or supplier, and every subcontractor of a Subcontractor, by the terms of the Construction Documents. Every subcontract at every level shall include and incorporate Exhibit E, the insurance requirements.

The Entity shall be responsible to ensure that each of its Subcontractors has an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project.

All Subcontractors shall be registered pursuant to Labor Code section 1725.5 before performing any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout through final completion of the Project.

The Entity shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1725.5, 1777.1, or 1777.7.

Section 6.02. Compliance with Project Labor Agreement.

The Entity must comply with requirements in the Project Labor Agreement ("PLA"), including without limitation that the Entity and all subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades.

Section 6.03. Disputes Between Subcontractors and/or the Entity.

If, through acts or neglect on the part of the Entity, including failure to supervise and control its subcontractors or suppliers, any other contractor, subcontractor or supplier, or worker suffers loss or damage, the Entity agrees to resolve any resulting dispute with such other contractor, subcontractor, supplier, or worker by agreement, arbitration or litigation, if such other contractor, subcontractor, or worker shall assert any claim against the District or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the District shall notify the Entity, who shall defend, indemnify, and save harmless the District and all of its officers, agents, and employees against any such claim, as provided in the Facilities Lease paragraph 5.5.2..

Section 6.04. Dealings with Subcontractors.

Nothing contained in the Construction Documents shall create any contractual relationship between any Subcontractor or supplier and the District or any of its representatives, nor shall the Facilities Lease or the Construction Documents be construed to be for the benefit of any Subcontractor or supplier.

Section 6.05. Termination of Unsatisfactory Subcontractors.

When any portion of the Work that has been subcontracted by the Entity is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Construction Documents, the District may direct the Entity to discharge the subcontractor or supplier.

Any Subcontractor or supplier that is discharged shall not again be employed on this Project.

Section 6.06. Payment of Subcontractors and Suppliers.

The Entity shall make all payments to Subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law so as to prevent any stop notices, liens or claims from being filed against the District or the Site. Provided that the District has not withheld payments contrary to the provisions of the Facilities Lease, these General Construction Terms and Conditions or law, the Entity shall indemnify, defend and hold the District harmless from any claims or actions which allege that any Subcontractor or supplier was not paid with respect to the Project, except for claims resulting from dispute between District and Entity. Election to bond subcontractors and include the cost of subcontractor bond in the TBR is Entity's with prior approval of the District.

Section 6.07. Subguard.

To the extent the Entity obtains subguard insurance and includes the premiums in the Total Base Rent, the Entity shall refund to the District at the completion of the Project any savings in the premiums.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on file with the District, and they are available for public inspection. They may also be obtained on the Internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Entity shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Entity shall post on the jobsite a Notice containing the following language:

This public works project is subject to monitoring and investigative activities by the Department of Industrial Relations ("DIR"), State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the DIR to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the DIR at any office of the Division of Labor Standards Enforcement ("DLSE").

Local Office Telephone Number: please refer to the DLSE website

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the Project that the DIR may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the DIR website found at: www.dir.ca.gov/dlse/PublicWorks.html.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work, including the Preconstruction Services, are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Entity shall pay, and shall cause all subcontractors, whether under contract with the Entity or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the Entity shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

Section 7.03. Wage Rate for Crafts Not Listed.

The responsibility to check prevailing wage rates is the Entity's. Pursuant to Labor Code Section 1773, the Entity may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Entity may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Total Base Rent shall be made if such assumption is incorrect.

Section 7.04. Records of Hours Worked and Wages.

The Entity shall keep, and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall be submitted to DIR including all required information and including, at a minimum, the following information: the name, address, social security number, work classification, dates of payroll period, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Entity and/or each subcontractor in connection with the Work.

If the District requests copies of the certified payroll records, then the Entity and/or any subcontractor must provide the requested records within ten (10) days of the request. In the event that the Entity and/or any subcontractor fails to submit certified payroll records within ten (10) calendar days of a request from the District for the records, then the Entity and/or the subcontractor shall, as a penalty, forfeit one hundred dollars (\$100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from lease payments then due and/or to become due. The Entity is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Entity can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

The Entity shall not carry on its payrolls any person not actually employed by the Entity, including without limitation employees of any subcontractor. The Entity shall show on its payrolls all persons actually employed by the Entity on the Project, in any capacity. The Entity shall cause all subcontractors on the Project, whether under contract with the Entity or under contract with any Subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Entity, or any subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. The Entity

shall preserve and cause all subcontractors to preserve such books, records and files for the audit period.

Section 7.05. Additional Requirements for Labor Compliance.

The Entity shall comply with all applicable and current requirements of the DIR and the DLSE, including without limitation the following additional requirements, and shall cause all subcontractors on the Project, whether under contract with the Entity or under contract with any Subcontractor, to comply. The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Entity and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. Under Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Entity when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Entity or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Entity or subcontractor whose payroll records are delinquent or inadequate. The Entity shall cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Entity and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a

statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the District has been directed to withhold; and (3) informs the Entity or subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a subcontractor, the Entity shall be notified of the nature of the violation and reference shall be made to Entity's rights to withhold or recover payments from the subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.06. Underpayment of Wages.

The Entity agrees that in the event of underpayment of wages to any employee on the Project, whether by the Entity or any subcontractor on the Project, the District may retain from payments due to the Entity, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR, and the wages actually paid such worker for the total number of hours worked, plus any penalties and forfeitures. The District may disburse such retention to such employees.

Section 7.07. Apprentices.

Attention is directed to the provisions of the PLA and Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Entity or any subcontractor.

The Entity and all subcontractors on the Project shall comply with the requirements of the PLA and Sections 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject the Entity and/or subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, from the Division of Apprenticeship Standards or its branch offices, and/or on the DLSR website at www.dir.ca.gov/DLSR/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

Section 7.08. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Entity shall forfeit to District as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

- A. Up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a worker employed by a subcontractor on the Project is paid less than the prevailing wages by the subcontractor, the Entity is not subject to this penalty assessment if the Entity can demonstrate that it did not have knowledge of that failure of the subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).

- B. Twenty-five dollars (\$25) for each worker employed in the execution of this agreement by the Entity or by any subcontractor on the Project for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.
- C. Failure to provide certified payroll records to the District or to the Labor Commissioner within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due, result in a penalty in the amount of one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. The Entity is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Entity can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.
- D. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars (\$100) for each full calendar day of non-compliance. A contractor or subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars (\$300) for each full calendar day of noncompliance.

Section 7.09. Hours of Work; Approval of Schedules.

Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Entity, or by any subcontractor upon the Project, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such other rate as stated on the applicable Determination issued by the DIR, or as may be required by applicable statutes or collective bargaining agreements.

The District reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress.

Section 7.10. Compliance with State Anti-Discrimination Laws.

The Entity shall comply with Section 1735 of the Labor Code, which provides as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

Section 7.11. Workers' Compensation Insurance.

The Entity shall provide, at all times during the term of this Facilities Lease, at its sole cost and expense, workers' compensation insurance for all of the employees engaged in work for the Project. In case any of the Entity's work is sublet, the Entity shall require the Subcontractor similarly to ensure that all workers performing Project work are covered by workers' compensation insurance required by law. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Entity's

insurance. In case any class of employees engaged in work on or at the site of the Project is not protected under Workers' Compensation laws, the Entity shall provide or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. The Entity shall file with the District certificates of its workers' compensation insurance, as required in Exhibit E. The Entity is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision Procedures.

The Entity shall supervise and direct the Work using its best skill and attention. The Entity shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Facilities Lease and the Construction Documents.

The Entity shall be responsible to the District for the acts and omissions of its employees, all subcontractors and their agents and employees and other persons performing any of the Work.

The Entity shall not be relieved from its obligations to perform the Work in accordance with the Facilities Lease and/or the Construction Documents either by the activities or duties of the Architect or the District's Representative in their administration of the Project or by inspections, tests or approvals (or the lack thereof) required or performed under Article 9 by persons other than the Entity.

Section 8.02. Skilled Labor.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

All of the workers on the Project must be either "skilled journeymen" or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief"). A "skilled journeyman" is a worker that either a) graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or b) has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief. In addition, the following percentages of the skilled journeymen employed to perform work on the Project must be graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor:

- For work performed by an acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, or tile layer, setter, or finisher: thirty percent (30%) or more;
- For all others except teamsters: sixty percent (60%) or more.

The requirement that the specified percentage of skilled journeymen be graduates of an apprenticeship program shall not apply to work performed by teamsters. For an apprenticeable occupation in which no apprenticeship program had been approved by the Chief before January 1, 1995, up to one-half of the graduation percentage requirements above may be satisfied by skilled journeymen who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the Sacramento County.

In addition to relying upon the Department of Apprenticeship Standards website for proof of journeymen graduated from DIR-approved apprenticeship programs, the Entity and its subcontractors may rely upon Union hiring hall representation that it holds a valid apprenticeship certificate for its dispatched members, which Union hiring hall representation shall be in writing and maintained by the Entity.

Section 8.03. No Tenancy.

All workers, subcontractors, or subcontractors' representatives are admitted to the Site only for the proper execution of the Work, and have no tenancy.

Section 8.04. Dismissal of Unsatisfactory Employees.

The Entity shall at all times enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites and shall not employ on the Work any unfit person or anyone not skilled in the assigned task as defined in Section 8.02. The Entity shall remove, or cause a subcontractor to remove from the Project, any incompetent employee, or any employee not skilled for the type of work required as defined in Section 8.02, or any employee who does not comply with the District Guidelines for Conduct on School Sites. The District may require that the Entity immediately remove from the Work any employee for cause.

Section 8.05. Personal Attention and Superintendence; Entity's Agent.

The Entity shall supervise the Work to the end that it shall be faithfully prosecuted. The Entity shall at all times while the Entity's scope of work is in progress keep a full-time superintendent who is fully empowered to act as agent for the Entity on the Site. The Entity shall advise the District in writing of its agent prior to the start of any work. The Entity shall be responsible for the faithful observation of all instructions delivered to its authorized agent(s).

Section 8.06. Continuity of Entity's Key Personnel.

The Entity's Key Personnel as stated in the Entity's Proposal shall remain fully engaged in the Project throughout the duration of the Project. The Entity's Key Personnel shall not be substituted without written approval by the District. For the purposes of this section, Entity's Key Personnel shall include at least the Entity's project manager and superintendent, as well as any other Key Personnel specifically identified in the Proposal.

Section 8.07. Entity's Coordination of Work.

The District reserves the right to do other work in connection with the Project by separate contract or otherwise, including, without limitation, with respect to installing relocatable buildings. The District shall give the Entity written notice at least thirty (30) days in advance of any work to be done by the District's contractors, agents or employees. The Entity and the District shall at all times conduct their work so as to impose no hardship on the other and shall coordinate with each other so that no delays or discrepancies shall result in the whole Project.

Section 8.08. Fingerprinting.

Education Code section 45125.1 applies to this Agreement. Entity shall, prior to commencement of Work, require any person affiliated with Entity (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Entity will so certify by signing and submitting to the Governing Board of District the certification in the form provided by the District. In addition, Entity shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form provided by the District. Any person whose name is not on the cleared list may not have such access. In that case, Entity must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Entity shall constitute grounds for termination of this Agreement.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

Inspection shall be provided as required under CCR Title 24, latest Edition. All inspection costs will be paid for by the District, including special inspection required by Title 24, except as noted otherwise below. A list of required inspections for the Project is included in the Construction Documents.

The Project Inspector shall be approved by the District, DSA, the Architect and the Structural Engineer. The Project Inspector will be employed by the District and will perform all inspections in accordance with Title 24, parts 1-5.

Section 9.02. Authority of Project Inspector; Stop Work Notices.

The designated Project Inspector shall be considered to be a representative of the District. It is the Project Inspector's duty to inspect the Work.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Construction Documents or any orders issued by the District, District's Representative, or Architect. The failure of the Project Inspector to order the work stopped does not excuse the Entity from complying with the Construction Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect, who shall review the work in question and determine whether it does or does not comply with the Construction Documents. The decision of the Architect shall be final, subject to the dispute resolution provisions in Article 23. The Entity shall thereafter comply with the instructions of the Architect regarding corrections needed to cure the defect. The suspended work shall be resumed only when the instructions are fulfilled. The Entity shall not be entitled to an extension of time in the event of such suspension of work if the stop work notice is determined to be validly supported by facts.

Section 9.03. Effect of Inspections.

Neither the final inspection and payment, nor any interim inspection or payment shall relieve the Entity of its obligation to fulfill the Work of the Project as required by the Facilities Lease and/or the Construction Documents.

Any work, materials or equipment not meeting the requirements and intent of the Construction Documents may be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefore may have been made.

Section 9.04. Inspection of Completed Work.

Should the District's Representative or the Architect determine that it is necessary or advisable to make an inspection of work already completed at any time before final inspection and acceptance of the Work, by removing or exposing any work, the Entity shall, upon instruction of the District's Representative, promptly furnish all necessary facilities, labor, and materials to do so. If the work is found to be defective in any respect due to the fault of the Entity or any subcontractor, the Entity shall bear all expenses of such examination and satisfactory reconstruction. If, however, the work is found to meet the requirements of the Construction Documents, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Entity and a Change Order shall be issued for such cost and any time extension justified by delays to the critical path.

Section 9.05. Notice to District of Inspection.

Where the Construction Documents, instructions by the Project Inspector, District's Representative or the Architect, laws, ordinances, or any public authority having jurisdiction require work to be inspected, tested or approved before the Work proceeds, such work shall not proceed, nor shall it be covered up without inspection. If any part of the Work is covered prior to inspection, the District may order the Work to be uncovered so that inspection may be accomplished. The Entity shall bear all expenses of such examination and satisfactory reconstruction.

The Entity shall provide notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection, except for special inspection, which requires at least forty-eight (48) hours advance notice.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. The Entity shall provide all necessary means of access (e.g. ladders) for the Project Inspector to perform its duties. The Entity shall furnish the Project Inspector with any information necessary to fully inform him/her of conditions. Inspection does not relieve the Entity from fulfilling the requirements of the Facilities Lease and/or the Construction Documents.

Section 9.06. DSA Field Representative.

For projects requiring DSA approval, the Division of the State Architect will designate a field representative who will visit the Site periodically to review with the Project Inspector compliance of the Project with CCR Title 24 requirements. The DSA field representative may require certain modifications to the Project as constructed. In the event the Entity believes they are outside the scope of the Facilities Lease and/or Construction Documents, it shall proceed as provided in Section 5.05.

Section 9.07. Overtime Work.

Whenever the Entity arranges to work at night or any time when work is conducted other than the normal forty (40) hour week, or to vary the period during which work is carried on each day, it shall give the District's Representative and the Project Inspector a minimum of forty-eight (48) hours notice for weekend work and twenty-four (24) hours notice for daily work so that inspection may be provided. Additional inspection costs incurred because of overtime or shift work shall be paid by the District. If this overtime work is necessitated by the Entity's error or failure to perform, the cost of inspection will be borne by the Entity.

Section 9.08. Materials Which May be Tested.

The District reserves the right to require the Entity to provide samples, and to perform tests on any materials, articles, equipment, installations, or Construction performed by the Entity in addition to those specified in the Construction Documents. The District shall assume the cost of sampling and testing materials only when the Construction Documents do not require the Entity to do so.

Section 9.09. Testing.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the District, and approved by DSA and at such times as are convenient to the Project. The Entity shall provide written notice to the District's Representative at least twenty-four (24) hours prior to the need for off-site tests or inspections, and the District's Representative will arrange such tests or inspections. The Entity shall bear all expenses of tests performed where the Entity failed to provide this minimum notice.

Section 9.10. Selection of Samples.

All samples and specimens for testing shall be selected by the Project Inspector or by the testing laboratory, but not by the Entity.

Section 9.11. Delivery of Samples.

The Entity shall, at its sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Samples shall be delivered either to the Project Inspector or to the testing laboratory or such other address specified by the District's Representative.

Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples required by the Construction Documents or due to the Entity's request for substitution.

The Entity shall allow free access at all times to the representatives of the testing laboratory to the Work, and shall point out the sources from which samples are taken.

All test reports shall be sent to all parties specified by the District's Representative.

Section 9.12. Approval of Samples.

No materials or work of which samples and/or tests are required shall be used or covered until the District's Representative informs the Entity that such samples and/or tests have been approved. If the Entity installs, uses, or covers any such material, article, or work prior to testing and approval, such shall be at the Entity's sole risk and expense, and it shall bear all costs of uncovering, repair, and replacement thereof.

The approval of any samples shall be for the characteristics thereof, or for the uses named in such approval, and no other. No approval of any samples shall be deemed a change or modification in any requirement of the Construction Documents. Upon testing of any sample of material or work, no additional sample shall be considered. All material or work installed after the sampling and testing is performed and approved shall be equal to or better than the approved sample in all respects and shall be accompanied by documentary proof that the materials and work sampled is representative of that installed.

Section 9.13. Damage Due to Testing.

The Entity shall, at its sole cost and expense, repair all damage resulting from testing specified in the Construction Documents. The District shall issue a Change Order for repair of damage due to sampling or testing other than specified in the Construction Documents.

The Entity shall not make any tests upon portions of the Project already completed, except with the prior written consent and under the direction and supervision of the District's Representative.

Section 9.14. Retesting.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing required by the District or District's Representative shall be at the Entity's expense. The District shall pay initial costs; however the District may deduct that cost from a subsequent payment.

Section 9.15. Effect of Sampling and Testing.

The District assumes no obligation, and the Entity shall be relieved of no obligation undertaken pursuant to the Construction Documents by virtue of sampling and testing specified in this Article.

The responsibility for incorporating satisfactory materials and workmanship which meet the Construction Documents into the Work rest entirely with the Entity, notwithstanding any prior samples or tests.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Entity shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site, and for ensuring against and/or correcting any hazardous conditions on the Site. Also, in no case shall the District, the District's Representative, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Entity, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the Site, or for ensuring or correcting any hazardous conditions on the Site.

Certain work may be ongoing at the time school is in session; therefore, the Entity shall take precautions to prevent injury and access to children and staff and shall comply with the District's Guidelines for Onsite Safety. Material storage and vehicle access and parking shall be subject to District approval.

The Entity shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents and overall jobsite safety for contractors'/subcontractors' employees, District's Representative, Architect, Project Inspector and visitors. This person shall be the Entity's superintendent unless otherwise designated by the Entity in writing to the District's Representative.

Section 10.02. Protection of Persons and Property.

The Entity shall at all times, until final acceptance, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Entity shall be responsible for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site, except as stated in the Site Lease related to hazardous materials that are pre-existing on Site or brought to the Site by others for whom Entity is not liable. With respect to the Entity's operations and/or duties under this Facilities Lease, in no case shall the District, the District Representative, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions, on or near the Site, or adjacent to the Site.

The Entity shall provide a safe environment for all functions to be performed by the District's Representative, Architect and Project Inspector, and a safe place for all employees to work. The use of alcohol, drugs, or tobacco will not be permitted on the Site and/or on District property.

The Entity shall comply with all Occupational Safety laws, rules and regulations applicable to the Work.

Section 10.03. Protection and Repair of Work.

The Entity shall take all reasonable measures to protect the District's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. The Entity shall, until final completion of the Project and acceptance by the District, maintain protection of all of its work and work performed by others for the Work of the Project from damage, loss, defacement, or vandalism, except that if the District takes occupancy, in whole or in part, of any portion of the Project prior to the date of final completion, the Entity shall no longer have any obligation to protect the occupied portion(s) of the Project except (1) to the extent they may be affected by the Entity's ongoing work, and/or (2) as provided in Sections 10.01, 10.02, 10.04 through 10.10, and 10.12 through 10.14 hereof. The Entity shall provide protection of completed work (even if the District has taken

beneficial occupancy) that may be subject to damage as a result of the Entity's failure to perform as scheduled.

Section 10.04. Protection of Workers.

The Entity shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

The Entity shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by Construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

The Entity shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist. In the event that such situation is due to a pre-existing condition of the facility, the Entity may be entitled to additional compensation under provisions of Article 15 to repair or replace such condition in order to maintain a safe worksite. The responsibility for maintaining a safe working site shall be the Entity's, and the District and District's Representative undertake no obligation to suspend the work or notify the Entity of any hazardous conditions or noncompliance with safety laws. In no case shall the District, the District's Representative, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.05. Working Limits and Regulations.

The Entity shall confine its apparatus, storage and materials, and construction operations within the limits established by the District's Representative, and shall not unreasonably encumber the Site or adjacent areas with its materials and/or equipment.

The Entity shall enforce any reasonable instructions from the District's Representative or District regarding placement of signs, fires, danger signals, barricades, radios, noise and smoking, provided such instructions are in compliance with health and safety laws governing construction activities.

Section 10.06. Protection of Existing Improvements.

The Entity shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by District employees or the public excepted.

All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Entity during the course of the construction.

The Entity shall take all necessary precautions to protect existing facilities against the effects of the elements and Entity shall be strictly liable for failure to adequately protect any facility.

All damaged improvements and facilities to the extent the damages is caused by the Entity or a party for whom the Entity is liable, shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of the Contract Time, subject to payment for damage by insurance proceeds for policies required to be carried under this Lease.

Section 10.07. Traffic Signals and Traffic Control.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from the Entity's operations and shall not be obliterated or obscured by its equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction over the items involved.

Should it be necessary to block a street or sidewalk, the Entity shall first notify the District's Representative and the police and fire departments and other agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 10.08. Security of the Site.

The Entity's attention is directed to Specification Section 01500 regarding requirements for fencing the Site, gates, and screening.

Section 10.09. Removal of Barricades.

Upon completion of the work, the Entity shall remove from the Site all materials used for barricades, temporary scaffolding, or any other temporary uses.

Section 10.10. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Entity shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Entity shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Entity shall notify the District's Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Entity. The notice shall also specify that any person receiving notice who has questions regarding it may contact the District's Representative.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by the Entity at least seven (7) days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District's Representative.

The Entity shall, at the written instruction of the District's Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.11. Indemnification of Adjacent Property Owners.

In the event the Entity enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing the Work, the Entity shall, unless a written agreement with the owners of the adjacent property provides otherwise, fully indemnify, defend and save harmless such

person, firm, or Entity, state or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the District prior to commencement of any work on or about such property.

Section 10.12. Fire Protection.

The Entity shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Entity shall notify the District's Representative and the fire department in writing at least seventy-two (72) hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Entity must keep the fire intrusion detection systems operational throughout the duration and scope of its Work.

Section 10.13. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this contract by the Entity or any party for whom the Entity is liable, shall be repaired within forty-eight (48) hours by the Entity without expense to the District (subject to coverage under insurance in accordance with all applicable provisions in this Lease related to insurance), unless disruption of school operation or creation of a safety hazard has occurred, in which case damage will be corrected immediately. If the work cannot be completed within forty-eight (48) hours, then the Entity must be able to show substantial progress toward completion within that time frame.

If, in the opinion of the Architect, the best interest of the District requires that repairs be made prior to the execution of any further work, the District's Representative will so notify the Entity who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable.

Upon the failure of the Entity to comply with any such order, or upon the Entity's failure to make immediate emergency repairs which are necessary to protect the Work, the District shall do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next Lease Payment. No prior notice to the Entity shall be necessary for the District to take this action.

Section 10.14. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Entity, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Entity shall bear all costs of that action, unless such emergency is caused by the District's negligence or willful misconduct. The Entity shall immediately notify the District's Representative of such actions, and thereafter shall comply with any instructions issued by the District's Representative.

ARTICLE 11. SUBMITTALS, SUBSTITUTIONS AND MATERIALS

Section 11.01. Submittals.

The Entity, at its sole cost and expense, shall furnish to the District's Representative all submittals and other descriptive material as are required by the Specifications or requested by the Architect.

Shop drawings shall be done with sufficient detail to adequately describe items proposed to be furnished or methods of installation to enable the District and Architect to determine compliance with the Specifications and with the design and arrangement shown on the working drawings.

The Entity shall check and coordinate all submittals with the work of all trades involved before they are submitted. The Entity shall review each submittal for conformance with the requirements of the Construction Documents.

All submittals for the Project shall be made within Thirty-five (35) days of the approval of the schedule of submittals or as otherwise agreed with the District; however, the Entity shall have the additional responsibility to coordinate the schedule of its submittals with the requirements of the Construction Schedule so as not to delay the Project. No delay claims related to submittals will be entertained on the Project for any submittal originally received after the thirty-five (35) day submittal period or such other period agreed upon by the District. The District shall not accept limitations in materials, colors, quality, or any other aspect of products or materials due to the Entity's failure to provide submittals as required. At the District's discretion, the Entity may be directed to furnish and install temporary materials until the District selected material is available. Further, the District may require the Entity to install the District selected materials during non-school hours/days without an increase in the Total Base Rent and without an extension of the Contract Time.

The Entity shall submit a schedule of submittals organized by Specification section required for the Project. It shall delineate whether product data, installation instructions, shop drawings, samples, extra stock or mock-ups are required. The schedule of Submittals shall indicate whether the Submittal will be in electronic format, as set forth below. In general, other than items requiring color selections, samples and shop drawings, Submittals will be in electronic format. This schedule of Submittals shall be submitted using an approved Excel Template within ten (10) calendar days of the issuance of the Notice to Proceed for Construction. Any omissions or inaccuracies shall not relieve the Contractor of the obligation for conforming to the requirements in the Contract Documents. The Contractor's Submittal schedule shall provide sufficient time for delivering the Submittal to the Architect, the Architect's review of each Submittal, delivering the Submittal to the Contractor and re-submittal as necessary. In no case shall the Contractor allow fewer than fourteen (14) days, exclusive of delivery time, for the District Representative and the Architect to review each Submittal.

Section 11.02. Submission of Submittals.

The Entity shall submit electronically. Electronic Submittals which are submitted together shall be compiled into a single, bookmarked PDF file, containing links to enable navigation to each item within the Submittal package. The Entity shall name the electronic Submittal file with a consistent project identifier, composed of the project name, bid package number, and specification section number. Electronic Submittals shall be transmitted via the District Representative's Collaboration Site address,. Submittals shall be submitted to the District Representative who will not review the Submittals for technical compliance, but may reject any Submittal found, in the District Representative's judgment, to be incomplete. The District Representative will maintain a Submittal log, and weekly meeting minutes shall note if Submittals have been accepted. Submittals requiring color selections, samples, or shop drawings will be logged into a Sacramento City USD Project

Management Software to be selected.

For shop drawings, color selections and samples, the Entity shall submit no less than three (3) originals. All Submittals of shop drawings, color selections and samples shall be marked with the project name, the Contractor's name, and the specification section number, and shall be accompanied by a letter of transmittal to the District Representative. The letter of transmittal for shop drawings shall list the identifying number of the drawings submitted and cross-reference them to the page or sheet in the specifications and/or working drawings to which they are related.

By approving and submitting shop drawings, product data, manufacturer's installation instructions and samples, the Entity represents that it has determined and verified all materials, field measurements and field construction criteria related thereto and that it has checked and coordinated the information contained within those submittals with the requirements of the Work and to the Construction Documents. The Entity shall adhere to any supplementary processing and scheduling instructions pertaining to shop drawings as may be issued by the District's Representative.

The District's Representative will not accept shop drawings, product data or manufacturers' installation instructions, which are not sufficiently dimensioned and detailed to demonstrate compliance with the Construction Documents.

The Submittals shall be submitted promptly, so as to cause no delay in the Work. The Submittals shall be submitted so as to allow the District's Representative and the Architect a review period of no less than fourteen (14) days.

Section 11.03. Review of Submittals.

Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the District's Representative or Architect. These possible responses are as follows:

- A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.
- B. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.
- C. Make Corrections Noted: If the Submittal is acceptable except for certain items, which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.
- D. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.
- E. Rejected: A Submittal may be rejected if it is not in compliance with the Construction Documents, or if it proposes a substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Entity proceed with the work shown on a Submittal before approval is received, it shall remove and replace or adjust any work which is not in accordance with the shop drawings or manufacturers' instructions

as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost. The Entity shall resubmit Submittals in categories "D" and "E" above after making any changes required so that Submittals will comply with the Construction Documents. When resubmitting, the Entity shall direct specific attention to deficient areas. Resubmittals shall be made within ten (10) days of return of previous Submittal, and in any event in sufficient time so as to avoid delay to the Work. No delay claims related to resubmittals will be entertained on the Project for any resubmittal originally received after the ten (10) days.

The Architect shall determine the adequacy and completeness of all Submittals. Where the Architect deems a Submittal to be inadequate, incomplete, or otherwise unsuitable for proper review, the Entity shall submit all additional information requested by the Architect. There shall be no change to the Contract Time or the Total Base Rent when such additional information is required.

Section 11.04 Submittals Showing Variation from Contract.

It shall be the responsibility of the Entity to specifically point out any variation or discrepancy between the shop drawings, product data or manufacturers' installation instructions submitted and the Construction Documents.

The Entity shall make specific mention of all variations, along with an explanation of why they are requested, in its letter of transmittal.

Failure by the Entity to identify in its letter of transmittal any variation, discrepancy, or conflict with the Construction Documents shall render the approval null and void, and the Entity shall bear all risk of loss and reconstruction costs or delays.

If any architectural, plumbing, mechanical, electrical, or structural modifications are required as a result of the approval of shop drawings or manufacturers' instructions, which deviate from or do not comply with the Construction Documents, those modifications shall be made without extra cost to the District, and without extension of the Contract Time. Any other resultant costs, including but not limited to design fees, and cost incurred by other contractors, or inspection fees, shall be at the expense of the Entity.

Section 11.05. Effect of Approval of Submittals.

The approval of Submittals or other descriptive material shall not relieve the Entity of the obligation for accuracy of dimensions and details or for conforming the Work to the requirements of the Construction Documents at no extra cost to the District, within the Contract Time.

Section 11.06. Substitutions.

Unless otherwise provided in the technical specifications, the Entity may make proposals for substitutions to materials and/or processes shown or specified. Substitutions approved in the creation of the TBR are not subject to this section 11.06.

A proposal for substitution shall include all information required by the Architect to evaluate the substitute material or process. All substitutions shall be submitted with an approved "Substitution Request Form". Such proposal constitutes a certification that the Entity:

- A. Has investigated the proposed product and determined that it meets or exceeds the performance requirements of the specified product.

- B. Will provide the same or better warranty for substitution as for specified product.
- C. Will coordinate installation and make other changes, including relating to work of others, which may be required for the Work to be complete in all respects at no additional cost to the District.
- D. Waives claims for additional costs and/or Contract time, which may subsequently become apparent.

The Architect then will evaluate whether or not the proposed material is equal in quality and utility to the material specified, make its recommendation to the Owner. Based on the Architect's recommendation, and following discussion amongst the project team, the Owner will render a decision. If the request is not accepted, the Entity shall provide the specified product.

Substitutions and Requests for Information that affect Structural Safety, Fire and Life Safety or Access Compliance shall be submitted to DSA for review and approval.

Section 11.07. Not Used

Section 11.08. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.

When the District's Representative or Architect determines that samples and testing are required to evaluate a request for a substitution, the District's Representative shall so advise the Entity, and specify the materials or work to be sampled. The Entity shall, at no cost to the District, provide samples as required by Article 9, dealing with samples and testing, or the technical specifications.

The Entity shall bear all costs of sampling and testing required to decide a request for substitution.

Section 11.09. Effect of Approval of Substitution Request.

If the substitution request is approved, the Entity shall be solely and directly responsible for setting substituted materials and/or equipment into the available space, and for the proper operation of the substituted equipment with all other equipment with which it may be associated, all in a manner acceptable to the District.

Neither time extensions nor any increases in the Total Base Rent shall be granted on account of a substitution.

In the event of a savings, the Total Base Rent shall be adjusted by the price difference between the substitution and the originally specified item.

Section 11.10. Quality of Materials and Products.

The Entity shall, if required by the Architect, Project Inspector, or District's Representative, furnish satisfactory evidence as to the kind and quality of materials provided.

The District's Representative may require, and the Entity shall submit if required, a list designating the source of supply of each item of materials incorporated into the Work, and in such event, those materials or products shall not be delivered to the Site or incorporated therein until after the District's Representative has approved the list.

The Entity shall certify that the materials and equipment installed comply with the Construction Documents and to the best of the Entity's knowledge, no installed materials or equipment contain asbestos.

Section 11.11. Better Material or Process.

In the event that the Entity furnishes a material, product, process, or article better than that specified in the

Construction Documents, the difference in cost of that material, product, process, or article shall be borne by the Entity.

Section 11.12. Industry Standards.

- A. Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto, in effect on the effective date of the Facilities Lease, except as limited to type, class, or grade, or modified in that reference.
- B. The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications.
 - 1. Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.
 - 2. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.
 - 3. Where Commercial Standards (CS) or Product Standards (PS) are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.
 - 4. Where ASTM serial numbers are used, they refer to the latest tentative specifications, standard specifications, standard method or standard methods of testing, issued by the American Society for Testing Materials, unless specifically noted.

Section 11.13. Original Packages or Containers; Labels.

All materials delivered to the Site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.

Section 11.14. Providing and Paying for Materials.

Except as otherwise specifically stated in the Construction Documents, the Entity shall provide and pay for all materials, products, articles, processes, labor, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the Contract Time.

Section 11.15. Warranty of Title.

No material, article, product, supplies, or equipment for the Work shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Entity warrants good and sufficient title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all improvements

and appurtenances, constructed or placed thereon by the Entity, to District, free from any claims, liens, or charges.

The Entity agrees that neither it nor any person, firm, or Entity furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this Section shall defeat or impair the rights of persons furnishing materials or labor under the payment bond given by the Entity, nor any rights under any law permitting such persons to look to funds due to the Entity but retained by District.

The Entity shall cause the substance of these provisions to be included in all subcontracts and material contracts executed by the Entity and notice of this provision shall be given to all persons furnishing materials for the Work.

This Section shall not disallow the Entity's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 11.16. Patents and Royalties.

The Entity and its sureties shall protect, indemnify and hold harmless the District, the District's Representative, the Project Inspector, the Architect, and its consultants and each of their respective officers, agents, and employees against any and all demands made for such fees or claims and against any and all suits, demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark by the Entity in the course of its performance under this Facilities Lease.

Section 11.17. Payment of Federal or State Taxes.

Any federal, state or local tax, specifically including sales and use taxes, payable on materials furnished by the Entity pursuant to the Construction Documents shall be paid by the Entity.

ARTICLE 12. LEASE PAYMENTS

Section 12.01. Lease Payments.

The schedule of Lease Payments is set forth Exhibit C to the Facilities Lease. All Lease Payments are subject to the terms and conditions of the Facilities Lease, including its exhibits.

Section 12.02. Schedule of Values.

Within ten (10) days of the Notice to Proceed with construction, the Entity shall submit to the District's Representative a Schedule of Values broken down by phase, and within each phase by building, in sufficient detail to evaluate progress and costs at any point during construction. In no event shall an individual line item on the schedule of values exceed five percent of the Total Base Rent unless so approved by the District's Representative in advance. Labor, material and subcontract costs shall be shown separately. It is expressly acknowledged that the purpose of the Schedule of Values is not to establish the amount due for any Lease Payment but is for the District's internal cost tracking purposes and to assist with evaluation of the progress of the construction of the Project.

Section 12.03. Submissions Required for Lease Payments During Construction.

No later than five (5) days prior to the date for each Lease Payment established in the Lease Payment Schedule (Exhibit C to the Facilities Lease) prior to Project acceptance, and as a condition of each such Lease Payment, the Entity shall submit all of the following to the District's Representative:

- A. Entity shall submit a conditional waiver and release on progress payment under Civil Code section 8132 covering all work, labor, materials and equipment; an unconditional waiver and release on progress payment under Civil Code section 8134 for all work through the prior lease payment; and an Affidavit of Payment in the form specified in the District's Construction Administrative Procedures Manual. Entity, for itself and all of its Subcontractors and Suppliers, shall submit, as a requirement for Final Construction Lease Payment only, a conditional waiver and release on final payment under Civil Code section 8136 covering all work, labor, materials and equipment provided on the Project. Within ten (10) business days following receipt of Final Construction Lease Payment, Entity, for itself and all of its Subcontractors and Suppliers, shall provide an unconditional waiver and release on final payment for all Project work, labor, materials and equipment. For purposes of this paragraph, "Final Construction Lease Payment" shall mean the Lease Payment made following Entity's submittal of conditional lien releases on final payment for Subcontractors and Suppliers. If Entity fails to submit all required unconditional waivers and releases on final payment, then District may withhold some or all of the Lease Payments following the Final Construction Lease Payment in an amount that is necessary, in the District's sole discretion, to protect the District from potential subcontractor and supplier claims, until the required unconditional waivers and releases are submitted.
- B. Copy of the schedule of values, marked to show the percentage of completion.
- C. Schedule updates will include phasing plans as applicable.
- D. For the Final Construction Lease Payment and to the extent requested by the District prior to the final payment, certifications by the Entity and all subcontractors that a skilled and trained workforce was used for construction of the Project.

Section 12.04. Effect of Lease Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any Lease Payment claimed to be due and owing to the Entity shall operate in any way to relieve the Entity from its obligations under the Facilities Lease and/or the Construction Documents. Except to the extent provided otherwise in the Facilities Lease or applicable law, in the event of a District default, the Entity shall continue diligently to prosecute the Work without reference to the payment, withhold, or retention of any Lease Payment. Except as provided in the Facilities Lease or applicable law, the payment, withhold, or retention of any Lease Payment shall not be grounds for an extension of the Contract Time.

ARTICLE 13. TIME OF WORK

Section 13.01. Construction Schedule Development.

Within seven (7) days after receiving the Notice to Proceed with construction, the Entity shall submit a detailed proposed Construction Schedule consistent with its Preliminary Project Schedule developed during Phase I, Preconstruction Services, presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of this Article.

The Contract Schedule shall furnish and comply with the following requirements:

- A. A time scaled CPM type schedule prepared in MS Project Software. Submit the PS project schedule electronically (pdf, tiff or jpeg format not acceptable)- and hard copy format
- B. No activity on the schedule shall have a duration longer than fourteen (14) days, with the exception of fabrication and procurement activities, unless otherwise approved by the District Representative. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
- C. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.
- D. Owner furnished materials and equipment if any, identified as separate activities.
- E. Dependencies (or relationships) between activities.
- F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- G. Separate buildings and other independent project elements shall be individually identified in the network.
- H. Fourteen (14) days for developing punch list(s), completion of punch list items, and final clean up for the work or any designated portion thereof. No other activities shall be scheduled during this period.
- I. Interface with the work of other Contractors (or entities).

No unspecified milestones, contractor-designated Constraints, Float suppression techniques, or use-of-Activity durations, logic ties and/or sequences deemed unreasonable by the District Representative shall be used in the Project Schedule.

The Entity shall submit the reports and the number of copies as required under Section 13.05 of these General Construction Terms and Conditions.

The District Representative will review the proposed Construction Schedule for conformance with the requirements of the Facilities Lease and the Construction Documents. Within ten (10) days after receipt, the District's Representative will accept the Construction Schedule or will return it with comments. If the

Proposed Construction Schedule is not accepted, the Entity shall revise the schedule to incorporate comments and become the Construction Schedule. The Entity shall have the right to modify the schedule to alter sequences or durations of work in the interests of the Project provided it gives timely notice to the District of such modifications. The District shall have the right to reasonably object to any modifications. In the event of such objection by the District, the Entity will not make the modification(s).

The Construction Schedule shall be the basis for evaluating job progress and time extension requests and for District planning purposes. The responsibility for developing the Construction Schedule and monitoring actual progress as compared to the schedule rests with the Entity.

Failure of the Construction Schedule to include any element of the Work or any inaccuracy in the Construction Schedule will not relieve the Entity from responsibility for accomplishing all the Work in accordance with the Facilities Lease and the Construction Documents.

Acceptance of the Construction Schedule will not relieve the Entity of the responsibility for accomplishing the Work in accordance with the Facilities Lease and the Construction Documents.

Section 13.02. Not Used.

Section 13.03. Monthly Updates.

The Entity shall submit to the District's Representative each month an up-to-date status report of the Work. The status report shall include:

- A. The Entity's estimated percentage complete and remaining duration for each activity not yet complete.
- B. Actual start/finish dates for activities as appropriate.
- C. Identification of processing errors, if any on the previous update reports.
- D. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
- E. Best efforts to identify activities that are affected by Proposed Change Orders issued during the update period. The parties recognize that depending on the nature, amount, or timing of changes this may be difficult to accomplish. (See Fragnet, Section 13.04).
- F. Best efforts to resolve any conflicts between actual work progress and schedule logic. When out of sequence activities develop in the Construction Schedule because of actual construction progress, the Entity shall submit revision to schedule logic to conform to current status and direction. The parties recognize that depending on the nature, amount, or timing of changes this may be difficult to accomplish.

The Construction Schedule shall be updated on a monthly basis throughout the entire construction period until Project completion is achieved. No Lease Payments will be made without the required monthly update of the Construction Schedule.

The District's Representative will review the updated information and meet with the Entity each month at the Site to determine the status of the Work. If agreement cannot be reached on any issue, the Entity will use the Architect's determination in the processing of the update.

Section 13.04. Schedule Revisions.

If the sequence of construction differs significantly, as determined by the District's Representative, from the Construction Schedule, the Entity shall submit within fifteen (15) days a revised schedule to the District's Representative for acceptance. Updating the Construction Schedule to reflect actual progress shall not be considered revisions to the Construction Schedule.

When a Proposed Change Order is issued which has the potential to impact specified completion dates, a Fragnet shall be prepared by the Entity to reflect the impact of such changes as expeditiously as is reasonably possible in light of the nature, quantity and timing of potential changes. The District's Representative will promptly review and act on the Fragnet. If the Fragnet has been accepted by the Owner and the Entity permitted by the Owner to proceed with the Proposed Change Order, the Fragnet shall be incorporated into the Construction Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Article 14 of these General Construction Terms and Conditions. No additional cost beyond that provided in Article 15 will be allowed for the incorporation of approved Proposed Change Orders into the Construction Schedule, except that, if Owner Initiated Changes, as defined and described in Section 15.02, exceed twelve percent (12%) of the Total Base Rent, the Entity shall be entitled to compensation for its added costs of updating and maintaining the schedule as a result of such changes. Such added costs must be properly substantiated by supporting data.

Should the Entity, after acceptance of the Construction Schedule, intend to change its plan of Construction, it shall submit their requested revisions to the District's Representative, along with a written statement of the revision, including a description of the logic for rescheduling the Work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the District's Representative, they will be incorporated into the Construction Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) days prior to the date of submission of update information. The Owner will have seven (7) days to review the revisions.

Section 13.05. Construction Schedule Reports.

Together with the monthly schedule updates, the Entity shall submit the following reports for the proposed Construction Schedule, Construction Schedule Updates, Construction Schedule Revisions and Recovery Schedules:

- A. A Schedule Logic Report listing the activities, their early/late and actual start and finish dates, duration, float and the logic relationship of activities sorted by early start.
- B. Network Plots presenting time scaled network diagram showing activities and their relationships.
- C. A narrative providing additional clarification/explanation of items such that District is informed of the approach used to plan and sequence the work, coordinate with other contractors to the extent applicable, and an updated Construction Schedule showing the current status of construction. Upon written request of the District, the updated Construction Schedule shall be resource and cost loaded.

This narrative shall also address the following: (1) description of Work performed during the reporting period; (2) Description of the primary, secondary and tertiary Critical Paths; (3) description of the Work anticipated to be performed during the next reporting period; (4) number of days ahead/behind the Completion Date; (5) discussion of the changes to the primary Critical Path since the prior month's update; (6) description of problem areas and anticipated problem areas; (7) current and anticipated delays including cause of delay, corrective actions taken, and impact of the delay on other activities, milestones, and completion dates; (8) the actual weather days used (9) pending items (change orders, requests for time extensions, etc) and status thereof.

- D. A MS Project Schedule Calculation Summary Report which includes listing of constraints, open-ends, out-of-sequence work, and scheduling statistics. This report is computer generated when the Construction Schedule is calculated upon completion of inputting all activity progress at the month end processing.

The Entity shall provide four (4) copies of all reports. The reports shall include one (1) reproducible and three (3) copies.

The Entity shall also provide flash drives containing all the schedule files in the original electronic format (files in pdf format are not allowed).

Section 13.06. Short Interval Schedules.

The Entity shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week and it shall be tied to the updated Construction Schedule. The SIS shall be submitted to the District's Representative prior to the weekly construction meeting. The Entity shall participate in short interval scheduling coordination during the weekly construction meetings.

Section 13.07. Time of Essence.

Time is of the essence. The Entity shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of the District's Representative.

Section 13.08 Date of Completion.

The Entity shall fully and satisfactorily complete the Work within the Contract Time. The Date of Completion is set forth in the Facilities Lease, as it may be revised in a Notice to Proceed.

Section 13.09 Responsibility for Completion.

The Entity shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the accepted Construction Schedule. Unless there are excusable and/or compensable grounds for delay, if work on the critical path is seven (7) days or more behind the currently updated Construction Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Entity will implement whatever steps it deems necessary to make up all lost time. If the Entity's solution is not successful, it will make further attempts using the following sequence of events:

A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

B. If the above cannot be achieved then;

1. The Entity shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the District's Representative, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the District's Representative the backlog of work.
2. In addition, the District's Representative may require the Entity to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the District's Representative finds the proposed recovery schedule unacceptable, it may require the Entity to submit a new plan. If the actions taken by the Entity or the second plan proposed are unsatisfactory, the District's Representative may require the Entity to take any of the actions set forth in the previous paragraph without additional cost to the District to make up the lag in scheduled progress.

Float, the amount of time an activity can be delayed without affecting the Completion Date, is considered a project commodity jointly shared between District and Entity and shall be used in the best interest of completing the Project on time by the party who needs it first.

Failure of the Entity to comply with the requirements of this Section 13.09 shall be considered grounds for a determination by the District, pursuant to the Facilities Lease and these General Construction Terms and Conditions, that the Entity is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

Section 13.10. Daily Reports.

No less than on a weekly basis, the Entity's superintendent shall submit to the District Representative daily reports on the District's furnished form— refer to CAPM or Entities' own form containing same information.

The daily reports shall include, without limitation, the identity of subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; any problems encountered; and photos as necessary to appropriately document the Work.

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

Section 14.01. Extensions of Time; Unavoidable Delays.

The Entity shall not be granted an extension of time except on the issuance of a Change Order by the Board of Education, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the allowable Contract Time caused by conditions beyond the control and without the fault or negligence of the Entity or the District or its agents. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions beyond the number of days included in the weather allowance in Article 3.3 of the Facilities Lease in which the District's Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Entity or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Entity's control. An Excusable Delay will entitle the Entity to an extension of the Contract Time, in accordance with this Section of the General Construction Term and Conditions and shall not entitle the Entity to any adjustment of the Total Base Rent but shall be a permitted use of the Construction Contingency for the period of delay.
2. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the allowable Contract Time caused solely by the wrongful acts of the District or its agents, including but not limited to the District's architect, and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay entitles the Entity to an extension of the Contract Time and an adjustment of the General Conditions at the time of the contract extension based on actual General Conditions costs as allowed by the Contract Documents but not to exceed the daily rate of **One thousand five hundred dollars (\$1,500.00)** for every day of delay. Except as provided herein, the Entity shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
3. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the allowable Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Entity to an extension of the Contract Time or an adjustment of the Total Base Rent or any Lease Payment and subjects the Entity to liquidated damages.

B. The Entity may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Lease Payments shall be based on an adjustment of the General Conditions at the time of the contract extension based on actual General Conditions costs as allowed by the Contract Documents but not to exceed the daily rate of **One thousand five hundred dollars (\$1,500.00)**. For the period of concurrency, the adjustment is a permitted use of the Construction Contingency. An increase in the Total Base Rent shall be based

only on the non-concurrent portion of any Compensable Delay.

2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, from commencement of the first Excusable and/or Compensable Delay to the cessation of the Excusable Delay and/or the Compensable Delay. For the concurrency period, regardless of whether with an Excusable or Compensable Delay, the Entity shall be entitled to an adjustment of Lease Payments based on an adjustment of the General Conditions at the time of the contract extension based on actual General Conditions costs as allowed by the Contract Documents but not to exceed the daily rate of **One thousand five hundred dollars (\$1,500.00)**, which shall be a permitted use of the Construction Contingency but not an increase in the Total Base Rent. An increase in the Total Base Rent shall be based only on the non-concurrent portion of any Compensable Delay. The non-concurrent Inexcusable Delay will not entitle the Entity to an extension of the Contract Time or an adjustment of the Total Base Rent or any Lease Payment and subjects the Entity to liquidated damages.

Delays in the prosecution of parts or classes of the Work, which do not prevent or delay the completion of the whole Work within the Contract Time, are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

No later than ten (10) calendar days from the occurrence of any delay that the Entity regards as good cause for an extension of time, the Entity shall notify the District's Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Entity to constitute good cause for an extension and a quantification of the length of the requested extension of time. Failure of the Entity to submit such timely notice shall constitute a waiver by the Entity of any request for extension to the extent of any prejudice to the District on account of such delay, and no extension shall be granted as a consequence of such delay.

The District shall consider and respond promptly to time extension requests that comply with the terms of the Facilities Lease and the Construction Documents. The District shall not be responsible or liable to the Entity for any constructive acceleration due to failure of the District to grant time extensions should the Entity fail to reasonably comply with the submission and justification requirements of the Construction Documents for time extension requests.

Section 14.03. Investigation; Procedure.

Upon receipt of a request for extension, the District's Representative shall conduct an investigation of the facts asserted by the Entity to constitute good cause for an extension. The District's Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Entity in writing within ten (10) days of receipt of the request and shall indicate whether it will recommend for or against the extension. Upon receiving the District's Representative's recommendation, the Entity may either concur in the recommendation, or reject the recommendation and proceed with a claim as provided for in Article 23.

Section 14.04. Discretionary Time Extensions for Best Interest of District.

The District reserves the right to extend the time for completion of the Work if the Board of Education determines that such extension is in the best interest of the District. In the event that a discretionary extension is granted at the request of the Entity, the District shall have the right to charge to the Entity all or any part, as the Board of Education may deem proper, of the actual cost of project management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to

deduct all or any portion of that amount from the Final Lease Payment.

In the event a discretionary time extension is ordered over the objection of the Entity, and the decision rests solely with the Board of Education and is not legally compelled for any cause, the Entity shall be entitled to a Change Order adjusting the price paid to reflect the actual costs incurred by the Entity as a direct result of the delay, upon its written application therefore, accompanied with such verification of costs as the District's Representative requires. The decision of the Board of Education on any discretionary time extension and the costs thereof shall be final and binding on the District and the Entity.

Section 14.05. Liquidated Damages.

If the Work is not completed by the Entity in the time specified in the Notice to Proceed, or within any period of extension authorized pursuant to this Article, the Entity acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Entity and the District that the Entity shall pay to the District as fixed and Liquidated Damages, and not as a penalty, the sum specified in the Facilities Lease, and that both the Entity and the Entity's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Entity.

Pursuant to Government Code Section 4215, the Entity shall not pay fixed and Liquidated Damages for delay in completing the Project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Section 14.06. Extension of Time Not a Waiver.

Any extension of time granted the Entity pursuant to this Article shall not constitute a waiver by the District of, nor a release of the Entity from the Entity's obligation to perform its Work in the time specified by the Facilities Lease, as modified by the particular extension in question.

The District's decision to grant a time extension due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Entity as a precedent for any other request for extension.

Section 14.07. Effect of Stop Work Notice.

If the District issues a Stop Work Notice pursuant to Article 9, the days on which the suspension is in effect shall be included in determining the required completion date, and shall not otherwise modify or extend the time within which the Entity is to perform. In such event, the Entity shall not be entitled to any damages or compensation on account of such suspension or delay, unless the Entity can establish that Stop Work Notice was not warranted.

ARTICLE 15. CHANGES TO THE WORK

Section 15.01. No Changes Without Consent.

Subject to the Entity's right to access the Contingencies and Allowances, Entity will complete the Project for the compensation stated in the Facilities Lease except as provided below. Entity agrees, for itself and on behalf of its Subcontractors and Suppliers, that no increase in the Facilities Lease will be made for work that Entity or its Subcontractors and Suppliers might otherwise claim as a Change Order or extra work unless Entity establishes that the additional cost is the result of one of the following: (a) a material change in the scope of work directed or authorized by Owner; (b) a change required by regulatory authorities (including inspections) that was not reasonably ascertainable from the Contract Documents and not reasonably inferable from Entity's or Subcontractor's knowledge of local practices or circumstances; (c) regulatory fees not included in the Total Base Rent; (d) Differing Site Conditions; (e) whenever costs are more than or less than Allowances and District's Contingency, the compensation shall be adjusted accordingly by Change Order, the amount of the Change Order shall reflect the difference between actual costs and the Allowances and District's Contingency; (f) design errors beyond those reasonably observable in the Plans and Specifications by an experienced construction professional; or (g) wrongful acts of District or a separate contractor employed by District, or by damage to the Work caused by fire or other unavoidable casualties not the fault of the Entity or Subcontractors, Suppliers, or delay authorized by District pending mediation or dispute resolution. Entity further acknowledges that its contractual obligation to indemnify District extends to claims asserted by Subcontractors or Suppliers seeking compensation for alleged Change Orders or extra work for which District is not liable to Entity as a result of these provisions. Subject to the provisions in Article 4 of the Facilities Lease, nothing in this section shall foreclose Entity from access to the Construction Contingency for properly incurred Costs of the Work that are attributable to causes for which a Change Order is prohibited by this section.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order, signed by the District, or by a Directive (signed by either the District or the District's Representative) stating that the extra work or change is authorized, and no claim for any addition to the Total Base Rent or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Entity from proceeding with the prosecution of the work so changed. The Entity shall furnish an itemized breakdown of the quantities and prices used in computing the value of any change, including permitted uses of Contingencies and Allowances requested by the Entity, or that may have been ordered by the District, including all items listed in Section 15.06 and 15.07, below.

Change Orders shall specify the cost adjustments associated therewith, and in no case shall the District pay or become liable to pay any sums different than those specified or those established under Section 15.06 and 15.07.

Substitutions may be considered Construction Change Directives, if DSA approval is required.

Section 15.02. Change Orders.

The District may require changes in, additions to, or deductions from the Work to be performed or the materials to be furnished pursuant to the Construction Documents. Changes may be made pursuant to a written Change Order (signed by the District), which shall state the agreement of the District, the Entity, and the Architect, all of the following:

- A. The scope of the change in the Work;

B. The amount of the adjustment in the Total Base Rent, if any; and

C. The extent of the adjustment in the Contract Time, if any.

The District may delete from the Work any item of work. The Entity will be paid for all work done toward the completion of the item prior to such deletion, as provided herein, but in no event will the amount paid exceed the Schedule of Values amount less the value of the deleted work. The Entity shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

The District may also issue unilateral Change Orders based upon a previously issued Directive. Unilateral Change Orders shall be approved by the District, the Architect and the District Representative, but need not be signed by the Entity.

All adjustments to the Total Base Rent or the Contract Time must be approved by the District Board of Education.

Signature by the Entity on the Change Order constitutes its agreement with and acceptance of the adjustments in the Total Base Rent and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Entity in connection with performance of the change work.

Section 15.03. Not Used.

Section 15.04. Change Orders Regarding Time for Completion.

Any time extension authorized by the District pursuant to Article 14 hereof shall be set forth in a Change Order signed by the District.

Section 15.05. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Total Base Rent or Contract Time, or both. A Directive shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. Directives shall be approved by the District and the Architect, but need not be signed by the Entity. Only Construction Change Documents or CCD's that affect Structural Safety, Fire Life Safety or Access Compliance require submittal to DSA under the cover of the DSA-140 form. See DSA IR A-6.

Upon receipt of a Directive, the Entity shall promptly proceed with the change in the Work involved. It is the intent of the District that all Directives will be converted to a Change Order.

When a Directive is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Entity on the Directive constitutes its agreement with and acceptance of the adjustments in the Total Base Rent and Contract Time, if any, set forth in the Directive as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Entity in connection with performance of the changed work.

If the Entity disagrees with the method for adjustment in the Total Base Rent, the adjustment shall be determined by the District Representative on the basis of any of the methods described in Section 15.06A, Paragraphs 2, 3, or 4.

Section 15.06. Pricing of Changes.

- A. The following pricing methods shall apply to (1) permitted uses of any Contingency or Allowance or (2) any change order or Directive that provides for an adjustment to the Total Base Rent:
1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. Unit prices as mutually agreed upon;
 3. The District Representative's estimate of the value of the change; or
 4. A "cost plus" adjustment subject to the limitations in Section 15.08.

Section 15.07. Allowable Costs.

A. Allowable costs for any Change Order or permitted use of contingency or allowance shall be limited to the following:

1. Costs of labor, including social security, Medicare and unemployment insurance, fringe benefits required pursuant to Article 7, and workers' compensation insurance;
2. Costs of first line supervision labor, including labor burden as described in Paragraph 1. "First Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent;
3. Actual cost of the project superintendent associated with any period of compensable delay caused by issuance of the Change Order. In the absence of a compensable delay, all of the project superintendent's time is considered to have been paid for as part of the Overhead;
4. Actual costs of materials, including sales tax and delivery;
5. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Entity or others;
6. Overhead and Profit as specified below. "Overhead" shall include the following:

Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the project superintendent; vehicles including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office and administrative expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, builder's risk insurance, all taxes; and all other necessary expenses not specifically included in Paragraph A above.

B. For changes above the Total Base Rent, the following markups shall apply: (1) the Entity's combined

Overhead and Profit for Work performed by its own forces shall be fifteen percent (15 %) of the costs specified in Section 15.07A (1)-(5); (2) if the changed Work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of fifteen percent (15%) of its labor, material and rental costs for Overhead and Profit, and the Entity shall be allowed to mark-up the Subcontractor's price ten percent (10%) for its Overhead and Profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed twenty-five percent (25%).

- C. For permitted use of the Contingencies or Allowances included in the TBR, the following markups shall apply: (1) the Entity's combined Overhead and Profit for Work performed by its own forces shall be its actual fee as stated in its Proposal in response to the RFP plus its actual percentage as stated in its Proposal in response to RFP of costs for bonds and insurance of the costs specified in Section 15.07 (1) – (5) unless previously paid; (2) If the changed Work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of up to fifteen percent (15%) as determined by the Entity, for its labor, material and rental costs for Overhead and Profit and the Entity shall be allowed to markup the Subcontractor's price its actual fee as noted in the RFP plus its actual percentage as noted in the RFP of costs for bonds and insurance for its Overhead and Profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed twenty two percent (22%).
- D. If the net value of a change results in a credit from the Entity or subcontractor, the credit shall be the actual net cost. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

Section 15.08. Time and Materials Adjustment.

- A. Record Keeping. In the event that the pricing method selected is the "time and materials" method described in Section 15.06A, Paragraph 4, the pricing shall be calculated using the formula and costs set forth in Section 15.07, except that time and material (T&M) labor rates shall be pre-approved by the District Representative for T&M work. The Entity shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the District's Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Entity and the District's Representative shall discuss and attempt to resolve any disputes concerning the Entity's daily records at the time the report is submitted.
- B. Reconciliation. The Entity shall on a monthly basis accompanying its Lease Payment submissions submit a reconciliation for all work performed under a cost plus Directive during the period of the Lease Payment. A final reconciliation shall be submitted within thirty (30) days after the work of the Directive is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

Section 15.09. Effect on Sureties.

All changes authorized by the Construction Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

The District reserves the right to require additional payment or performance bonds to secure a Change Order.

Section 15.10. Differing Site Conditions.

If the Construction Documents require the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

- A. In the event that any of the following described conditions is suspected to exist in the trench or excavation, the Entity shall promptly, and before the condition is disturbed, notify the District's Representative, in writing, of any:
 - 1. Material that the Entity believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Construction Documents.
 - 3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Documents.
- B. Upon receipt of notice from the Entity, the District's Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Entity's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive under the procedures described in the Construction Documents.
- C. In the event that a dispute arises between the District and the Entity as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Entity's cost of, or time required for, performance of any part of the Work, the Entity shall not be excused from any scheduled completion date provided for by the Construction Documents, but shall proceed with all Work to be performed under the Construction Documents. The Entity shall retain any and all rights provided either by the Construction Documents or by law, which pertain to the resolution of disputes and protests between the contracting parties.
- D. No cost or time adjustment, which results in a benefit to the Entity, will be allowed unless the Entity has provided the required written notice under Paragraph A of this Section 15.10.
- E. No cost or time adjustment will be allowed under the provisions specified in this Section for any effects caused on unchanged work.

As between the Entity and the District, the District is responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site if such utilities are not identified in the Plans and Specifications. If the Entity, while performing its work, discovers utility facilities not identified in the Plans or Specifications, it shall immediately notify the District and the associated utility in writing. Thereafter, and provided it has given such notice, the Entity shall be entitled to an adjustment of the Total Base Rent and an extension of the Contract Time, in accordance with Articles 14 and 15 of these General Construction Terms and Conditions, for the costs of locating, repairing damage not due to the failure of the Entity to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such

work when such costs and time are caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding anything to the contrary herein, the District is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site. Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

ARTICLE 16. NOT USED

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship.

The District shall have the right to reject materials and workmanship, which are determined, by the District's Representative, the Architect, or the Project Inspector to be defective or fail to comply with the Construction Documents. Rejected workmanship shall be corrected to the satisfaction of the District and/or Architect, and rejected materials shall be removed from the premises and replaced, all without added cost or time to the District.

If the Entity does not correct such rejected work and/or materials within a reasonable time, fixed by the District's Representative or the Architect in a written notice to the Entity, the District may correct the same and charge the expense to the Entity, and deduct such expense from the next Lease Payment otherwise payable to the Entity.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, or work not done in accordance with the Construction Documents, the Entity agrees that an equitable deduction from the Total Base Rent shall be made therefore.

Section 17.02. Correction of Work.

The Entity shall promptly correct all work rejected by the District's Representative, Project Inspector or the Architect as defective or as failing to conform to the Construction Documents, whether observed before or after final completion and whether or not fabricated, installed or completed. The Entity shall bear all costs of correcting such rejected work including compensation for the Architect's, Project Inspector's and the District's Representative's additional services.

If within two (2) years after the earlier of early occupancy of the applicable portion of the Project or the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Construction Documents, any of the Work is found to be defective or not in accordance with the Construction Documents, the Entity shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Entity a written acceptance of such condition. The District shall issue a correction notice promptly after discovering the condition. The Entity shall notify the District upon completion of repairs. This obligation shall survive termination of the Facilities Lease with respect to work in place prior to termination.

The Entity shall bear the cost of making good work destroyed or damaged by such correction or removal.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Entity might have under the Construction Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Construction Documents, relates only to the specific obligation of the Entity to correct the Work and has no relationship to the time within which an action may be commenced to establish the Entity's liability with respect to its obligations other than specifically to correct the work.

ARTICLE 18. NOT USED

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

The Entity shall properly clean its Work and the Site, and maintain its Work area in an orderly manner. The Entity shall remove all dirt, debris, waste, rubbish, and implements of service from the Project, the adjacent sidewalks and streets, and the working area daily or as directed by the District's Representative. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate on the Site or in the working area.

The Entity, at its sole cost, shall contract with a disposal company to remove all rubbish, and shall have the refuse containers emptied at frequent enough intervals so that waste does not overflow the containers.

If the Entity fails to clean up during progress or upon completion of the Work, the District may perform the clean up, at the Entity's expense and reduce the amount of the Total Base Rent, including any Lease Payment(s) due or to become due, accordingly.

Section 19.02. Final Cleaning of Project.

Prior to final acceptance, the Entity shall thoroughly clean the interior and exterior of the buildings, and the Site and adjacent areas, of all material related to its performance of the Work, including spots, stains, paint spots, trade markings and labels, and accumulated dust and dirt. In the event the Entity fails to do so, the District may cause this work to be done at the Entity's expense and reduce the amount of the Total Base Rent, including any Lease Payment(s) due or to become due, accordingly.

The following list is not inclusive but to act as a guideline to include:

- A. Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.
- B. Cleaning interior and exterior of the buildings including all windows in any area affected by the Work.
- C. Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, chalk board trays and any adjoining rooms or areas that were affected by the Work.
- D. The Entity shall clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and shall repair any Site areas damaged during the course of construction.

Prior to final completion or Owner occupancy, the Entity shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work is clean. In the event the Entity fails to do so, the District may cause this work to be done at the Entity's expense and reduce the amount of the Total Base Rent, including any Lease Payment(s) due or to become due, accordingly.

See also Section 01 74 23 Final Cleaning.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Inspection.

When the Entity believes that its construction Work is complete, it shall request in writing a final inspection. Before calling for final inspection, the Entity shall determine that the following work has been performed:

- A. General construction has been completed.
- B. Mechanical and electrical work complete, tested, commissioned and fully functional, and fixtures and portables, in place, connected and ready for tryout and test.
- C. Electrical circuits scheduled in panels and disconnect switches labeled.
- D. Painting and special finishes complete.
- E. Doors complete with hardware, cleaned of protective film and relieved of sticking or binding and in working order.
- F. Tops and bottoms of doors sealed, if needed.
- G. Floors waxed and polished to the extent specified.
- H. Broken glass replaced and glass cleaned.
- I. Grounds cleared of Entity's equipment, raked clean of debris, and trash removed from the Site.
- J. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.
- K. Finish and decorative work shall have marks, dirt and superfluous labels removed.

Final inspection will be made upon written notification from the Entity to District that the Work has been completed. The Entity shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from the Entity that all items have been corrected, re-inspection for final acceptance of the Project will be made. Failure of the Entity to complete punch list items will necessitate further re-inspection. Costs of re-inspection will be deducted from any amounts due to the Entity.

Section 20.02. Use of Work Prior to Acceptance.

Whenever, in the opinion of the District, the Work or any part thereof, is in a condition suitable for use, and the best interests of the District require such use, the District may take possession of, connect to, and open for public or District use that portion of the Work. The District shall provide Entity not less than ten (10) days' notice of such possession or use.

Section 20.03. Repairs or Renewal in the Work.

Prior to the Date of Completion, the Entity shall make all repairs or renewals in the portion of the Work occupied pursuant to Section 20.02 made necessary due to defective material or workmanship, or the operations of the Entity, ordinary wear and tear accepted.

Section 20.04. Effect of Occupancy.

The District's occupancy as contemplated in this Article shall not constitute acceptance by the District of the Work or any part thereof. Such use shall neither relieve the Entity of any of its responsibilities under the Construction Documents, nor act as a waiver by the District of any of the terms or conditions of the Construction Documents. Except as provided in Article 10 of Exhibit D, any damage done by the District is the responsibility of the District, and warranties applicable to the portion of the work occupied will commence upon that occupancy.

Section 20.05. Coordination with Other Activities.

The Entity shall conduct its operations so as not to interfere unreasonably with the District's use of the occupied portions of the Site. The Entity shall submit periodic schedules to the District's Representative proposing the times, areas, and types of work to be done within such areas.

If the Work produces conditions rendering the occupied portions of building, the Site, or other areas uninhabitable, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the District's Representative may suspend the Work or request the Entity to modify the Construction Schedule, and the Entity shall comply.

If the District takes occupancy pursuant to Section 20.02 it shall not unreasonably interfere with the Entity's ability to complete its work in a timely and efficient manner.

Except as provided by Change Order, the Entity shall not be entitled to a time extension or increase in the Total Base Rent by virtue of conflicts between the Entity's work and the District's occupancy.

ARTICLE 21. PROJECT CLOSEOUT

Section 21.01. Entity's Certificate of Completion.

When the Entity determines that the Project is complete and all items on the punch list have been satisfied, the Entity shall submit a Certificate of Completion to the District's Representative.

Section 21.02. Additional Submissions.

Simultaneously with the Entity's Certificate of Completion, the Entity shall submit the following items to the District's Representative:

- A. As-built drawing information pursuant to Section 5.06.
- B. One (1) original set of documentation and one (1) PDF file(s) in electronic format on a separate flash drive completely covering the operation and maintenance of the mechanical and electrical installation, elevators, kitchen equipment, and all other equipment required by the technical specifications to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.
- C. Hazardous material documentation if required.
- D. DSA Form 6C - Final Verified Report.
- E. All other required DSA, California Department of Education, State Allocation Board and Office of Public School Construction forms.
- F. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the contract documents.
- G. Other items as required in the Construction Administrative Procedures Manual.

Section 21.03. Final Lease Payment.

The Final Lease Payment shall be made at the expiration of the Lease Term in accordance with the Lease Payment Schedule, but in no event earlier than the expiration of the post-construction lease period, as that period may be extended, specified in Section 4.2 of the Facilities Lease, which post-construction lease period shall not commence until a) receipt by the District of the submittals required by this Article and the Entity's Certification of Completion, b) verification that all of the Work is complete, including all punch list items, in accordance with the Facilities Lease and the Construction Documents, and c) acceptance by the District of the Project.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

Neither the final Lease Payment nor any provision in the Construction Documents shall relieve the Entity of responsibility for faulty materials or workmanship incorporated in the Project. The Entity warrants that all Work done and facilities constructed pursuant to these General Construction Terms and Conditions and the Construction Documents will be free of faulty materials or workmanship and hereby agrees, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending two (2) years after the Notice of Completion date for the Project or early occupancy by the District of the portion of the Project on which the warranty claim is made, whichever is earlier. The foregoing warranty of the Entity applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by the Entity and/or any party retained by, through or under the Entity in connection with the Project, but the foregoing warranty of Entity does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to the Entity, except where such changes or additions to the Project are made in accordance with the Entity's directions. No guarantee furnished by a party other than the Entity with respect to equipment manufactured or supplied by such party shall relieve the Entity from the foregoing warranty obligation of the Entity. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply.

In the event of failure of the Entity to comply with above mentioned conditions within one (1) week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of the Entity who hereby agrees to pay reasonable costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Entity cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction and the reasonable cost shall be charged against the Entity. Such action by the District will not relieve the Entity of the guarantee provided in this Article or elsewhere in the Facilities Lease and/or Construction Documents.

This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. The Entity shall furnish District all appropriate guarantee and warranty certificates upon completion of the Project.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

The guarantee is in addition to, and not in lieu of, the District's rights under the Facilities Lease, these General Construction Terms and Conditions and/or the Construction Documents.

ARTICLE 23. CLAIMS AND DISPUTES

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below in Sections 23.02 and 23.03. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

The Entity shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Entity believes adjustment to the TBR or time for construction will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in this Facilities Lease. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Entity otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

“Claim” means a separate demand by Entity sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension for construction of the Project, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Facilities Lease.

(B) payment by the District of money or damages arising from construction work done by, or on behalf of, Entity pursuant to the Facilities Lease and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount related to construction of the Project that the District disputes.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Entity or is

a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under the Facilities Lease shall be resolved using the following procedure.

- 23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Entity's Claim will be based on the District's records and the Claim documentation submitted by the Entity, which shall include but not be limited to the following: an explanation of the background; a chronology (including dates of all key events and date(s) that the Notice of Potential Claim was given); an explanation of the Entity's position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Claims must be submitted within thirty (30) days of when the Entity becomes aware of the facts giving rise to the Claim, except that the Claim must be submitted no later than thirty (30) days from the date that a Notice of Completion is filed. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

- 23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Entity may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Entity present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request, the Entity shall notify the Subcontractor in writing as to whether the Entity presented the Claim and, if the Entity did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
- 23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within thirty (30) days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the Entity. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is

thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Entity.

- 23.03.04 Within forty-five (45) days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide the Entity with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Entity may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Entity.
- 23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Facilities Lease.
- 23.03.06 If the Entity disputes the District's written response, or the District fails to respond within the time prescribed, the Entity may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 23.03.07 Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Entity a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the Entity. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement.
- 23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Entity sharing the associated costs equally. The District and Entity shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the

selection of the neutral mediator. Unless otherwise agreed to by the District and the Entity in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

- 23.03.09 If mediation is unsuccessful, then the Entity may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Entity submits its written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.
- 23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:
- (a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.
 - (b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
 - (c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.
 - (d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.

Entity acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code Sections 12650 *et seq.*). Submission by Entity of any claim (as the term “claim” is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a subcontractor or material supplier, shall constitute a representation by Entity to the District that submission of the claim does not, in any respect, violate the False Claims Act. Any party with an interest in the claim, including Entity and any subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim and failure to provide such certification shall constitute a waiver of the claim.

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____

(Company)

(Signature)

Title: _____

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Entity agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Facilities Lease, the Entity agrees it will neither rescind the Facilities Lease, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. Conflict of Interest.

No official of the District who is authorized on behalf of the District to negotiate, make, accept, or approve, any architectural, engineering, inspection, Construction, or materials supply contract, or any subcontract in connection with the Construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in the contract or in any part thereof.

No officer, employee, architect, attorney, consultant, engineer, or inspector of or for the District who is authorized on behalf of the District to exercise any executive, supervisory, or other similar function in connection with the Construction of the Project shall become directly or indirectly interested personally in the contract or any part thereof.

Section 24.02. No Oral Agreements.

No oral agreement or conversation with any officer, agent, or employee of the District, either before, during, or after the execution of the Facilities Lease and/or the Construction Documents shall affect or modify any term or condition contained in the Facilities Lease and/or Construction Documents, nor shall such oral agreement or conversation entitle the Entity to any additional payment or time to perform whatsoever under the terms thereof.

Section 24.03. Anti-Trust Assignment.

By execution of the Construction Documents, or any Subcontract awarded by the Entity, the Entity or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Entity or Subcontractor may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to the Facilities Lease, Construction Documents or subcontract. This assignment shall be made and shall become effective at the time the District tenders the Final Lease Payment to the Entity, without further acknowledgement by the parties.

Section 24.04. Entity Not Agent, Nor Employee.

Neither the Entity nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the District for any purpose whatsoever. No person employed by the Entity, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the District.

Section 24.05. Access to Records.

All accounting records shall be maintained on a generally accepted accounting basis. The District or the District's Authorized Representative shall have access, upon reasonable notice, during normal business hours, to any books, contracts, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Entity and all subcontractors directly or indirectly pertinent to the Work (including without limitation preconstruction services, original work, and changed or claimed extra work), to verify and evaluate the accuracy of percentage completion of preconstruction or construction services, cost and pricing data submitted with any permitted use of the Contingencies or Allowances, Change Order prospective or executed, or any claim for which additional compensation has been requested. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost. Records shall be maintained for three years following termination of this Facilities Lease.

DIVISION 1 - GENERAL REQUIREMENTS

1
2
3
4
5

- The following constitute the General Requirements applicable to the construction of the Project.
- All references herein to “Contractor” or “the Contractor” shall be deemed to apply to the Entity.

1 **SECTION 01 31 00 PROJECT MANAGEMENT INTERNET COMMUNICATION**
2 **REQUIREMENTS**

3
4 **PART 1 - GENERAL**

5
6 1.01 RELATED DOCUMENTS

- 7
8 A. All Contract Documents, including General Conditions, Supplementary Conditions, and other
9 Division 1 - General Requirements, apply to the work of this section.
10
11 B. This section contains general information that applies to all work performed under the Contract, and
12 is made inherently a part of each specification section.
13

14 1.02 GENERAL PROJECT MANAGEMENT OBJECTIVES

- 15
16 A. Sacramento City Unified School District (SCUSD) has directed its Entity to use the project's
17 existing Internet/Web-based project management software to track and manage the project.
18
19 B. Use of this project management software will not replace or change any contractual
20 responsibilities of the construction team members.
21
22 C. Each project team member of the Entity: Superintendent, Project Engineer, Scheduler, and Project
23 Manager, et al., shall have access to the Internet and an Internet e-mail address in order to
24 communicate with various project team members. The Entity shall provide immediately upon receipt
25 of the Notice to Proceed confirmation of these conditions and the names, positions, and e-mail
26 addresses to SCUSD's Representative.
27

28 1.03 SOFTWARE AND HARDWARE REQUIREMENTS

- 29
30 A. E-Builder

31
32 **END OF SECTION**
33

Section 01 31 19 - PROJECT MEETINGS & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. The District Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the Work, and will:

1. Prepare agenda for meetings.
 2. Make physical arrangements for meetings.
 3. Preside at meetings.
 4. Record the minutes; include significant proceedings and decisions.
 5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at meeting.
- B. Representatives of the Entity, subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION MEETING

- A. Timing: Prior to start of construction.
- B. Attendance: Architect and consultants as appropriate, District's Representative, Entity, subcontractors as requested, Project Inspector.
- C. Purpose: Discuss and familiarize contractors with construction administrative procedures to be used on Project.

1.03 PROGRESS MEETINGS

- A. Timing: Frequency, day and time to be mutually determined by the District and the Entity.
- B. Attendance: District's Representative, Entity; Architect, consultants, Project inspector and subcontractors when required.
- C. Purpose: The purpose of these meetings is to provide a formal and regular forum for the District, District's Representative, Architect/Engineer and the Entity to present questions, problems or issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.

1.04 SPECIALLY CALLED MEETINGS

- A. The District's Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

END OF SECTION

1 **Section 01 35 16 - ALTERATION PROJECT PROCEDURES**

2
3 **PART 1 GENERAL**

4
5 1.01 SECTION INCLUDES

- 6
7 A. Products and installation for patching and extending Work.
8
9 B. Transition and adjustments.
10
11 C. Repair of damaged surfaces, finishes, and cleaning.
12
13 D. Salvage materials.
14

15 1.02 RELATED SECTIONS

- 16
17 A. Section 0173 29- Cutting and Patching.
18
19 B. Section 02 41 00 - Minor Demolition for Remodeling.
20

21 1.03 ALTERATIONS, CUTTING AND PROTECTION

- 22
23 A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work
24 in manner to cause least damage to each type of work, and provide means of returning surfaces to
25 appearance of new work.
26
27 B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid
28 damage to adjacent work.
29
30 1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to
31 terminate surfaces in a straight line at a natural point of division, or where indicated.
32
33 C. Protect existing finishes, equipment, and adjacent work, which are scheduled to remain, from
34 damage.
35
36 1. Protect existing and new' work from extremes of temperature.
37 a. Maintain existing Interior work above 60 degrees F
38 b. Provide heat and humidity control as needed to prevent damage to remaining existing work
39 and to new work.
40
41 D. Provide temporary enclosures to separate work areas from existing building and from areas
42 occupied by the District.
43

44 **PART 2 PRODUCTS**

45
46 2.01 **PRODUCTS FOR PATCHING AND EXTENDING WORK**

- 47
48 A. New Materials. As specified in product Sections; match new materials to existing work.
49
50 1. Provide same products or types of construction as that in existing structure, as needed to patch,
51 extend or match existing work.
52
53

2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.

B. Type and Quality of Existing Products: Determine by inspection and testing existing products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown or specified. The Entity shall perform all cutting and patching as required.

B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

C. Remove debris and abandoned items from area and from concealed spaces.

D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

3.03 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion and to accommodate District occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that Specified for new work.

B. Room Finishes. Complete in all respects consistent with the Contract Documents.

C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.

D. Install Products as specified In Individual Sections.

3.04 TRANSITIONS

A. Where new Work abuts or aligns with existing, perform a smooth and even transition.

B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.

C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

3.05 ADJUSTMENTS

A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition.

- B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to method of making transition.
- C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.
- D. Fit work at penetrations of surfaces as shown on drawings.

3.06 SALVAGED MATERIALS

- A. Salvaged Materials from existing facilities, which are specified in the Special Provisions, identified in bid doc's or tagged in the field are to be salvaged and shall remain the property of the District. The Entity shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as directed by the District Representative. Materials include, but are not limited to, parts, articles, and equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to be reused in the work.
- B. When only specific materials from the facility are designated to be salvaged, the remaining materials from that facility shall be removed and disposed of as provided for elsewhere in the Contract Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no longer required, as determined by the District Representative.
- C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected by the Entity and approved by the District Representative and later hauled to and stockpiled at their final location. Materials which are lost before stockpiling at their final location shall either be replaced by the Entity, at the Entity's expense, or, at the discretion of the District Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Entity.
- D. Materials designated to be salvaged that are damaged, as determined by the District Representative, shall be segregated from undamaged material. After review of the damaged materials by the District Representative, all damaged materials that are rejected by the District Representative shall become the property of the Entity and shall be disposed of as provided elsewhere in the Contract Documents.
- E. Materials to be salvaged that are damaged as a result of the Entity's operations shall be repaired by the Entity, at the Entity's expense, to the satisfaction of the District Representative. Materials that are damaged beyond repair as a result of the Entity's operations shall be disposed of as provided elsewhere in the Contract Documents and replaced at the Entity's expense; or, at the discretion of the District Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Entity.
- F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality and condition as the lost or damaged materials were prior to their removal. Replacement materials should also be of the same size, color, weight etc. of the original materials. Matching or exceeding quality and condition alone may not permit the reuse of material.

1 3.07 REPAIR OF DAMAGED SURFACES
2

3 A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing
4 other imperfections.

5
6 B. Repair substrate prior to patching finish.
7

8 3.08 FINISHES
9

10 A. Finish surfaces as specified in Individual Product Sections.

11 B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be
12 matched, refinish entire surface to nearest Intersections.

13
14 C. Unless otherwise specified or shown, subsurfaces shall be prepared as recommended by finish
15 material manufacturers for project conditions for the proper application of new finishes.
16

17 3.09 CLEANING
18

19 A. Clean adjacent Owner occupied areas of work soiled by work of this contract (See Exhibit D –
20 General Conditions).
21
22

23 END OF SECTION
24

1 **Section 01 41 00 - ADDITIONAL REQUIREMENTS FOR DSA-REVIEWED PROJECTS**

2
3 PART 1 - GENERAL

4
5 1.01 GENERAL

- 6
7 A The following additional requirements apply to this Project, which is being reviewed by the
8 Division of the State Architect (DSA).
9 B. Entity's responsibility to follow DSA IR A-24 and PR 13-01 throughout the project.

10
11 1.02 ADDITIONAL REQUIREMENTS

- 12
13 A. The Entity shall maintain full compliance with the requirements specified in Parts 1 thru 5 and Part
14 9, Title 24, California Code of Regulations (CCR). Unless otherwise indicated or specified,
15 work shall be performed in full conformance with the latest edition of applicable regulatory
16 requirements. All work shall be performed in accordance with the rules and regulations, Title 24,
17 Parts 1-5 and Part 9, California Code of Regulations, and Division of the State Architect, and a copy
18 shall be kept on the job at all times during construction. The codes adopted by the City, County,
19 State and Federal agencies shall govern minimum requirements for this Project. The Entity shall
20 notify the District of any conflicts between the requirements of the Contract Documents and the
21 requirements of this paragraph.
22
23 B. In addition to the duties specified in the Contract Documents, the duties of the Entity shall be in
24 accordance with the requirements specified in Section 4-343 of Part 1, Title 24, California Code of
25 Regulations (CCR).
26
27 C. In addition to the duties specified in the Contract Documents, the duties of the Architect and the
28 Architect's consultants shall be in accordance with the requirements specified in Section 4-341 of
29 Part 1, Title 24, CCR.
30
31 D. Neither DSA, nor the decisions and instructions rendered by DSA, are subject to arbitration
32 proceedings.
33
34 E. Architect shall notify DSA at start of construction in accordance with 4-341 of Part 1, Title 24,
35 CCR.
36
37 F. All Addenda and applicable Contract Change Documents (CCD) shall be signed by the District and
38 approved by the Architect. All Addenda and Construction Change Documents are to be submitted
39 for DSA approval. Do not begin work under a written order until the Construction Change
40 Document(s) that requires DSA approval have been submitted to and approved by DSA in
41 accordance with California Administrative Code Section **Part 1, Title 24, CCR.**
42
43 G. If DSA approval is required for Proposed Construction Changes, it will be so noted on the Draw and
44 Amendment / Change Order (For District use only) and the Construction Change Document(s) sent
45 for DSA approval.. In such cases, do not begin work under a written order until the Construction
46 Changes have been submitted to and approved by DSA in accordance with California
47 Administrative Code Section 4-338 (c) of Part 1, Title 24, CCR and DSA IR A-6. Substitutions are
48 changes to the Contract Documents and shall be considered Construction Changes, and, if DSA

1 approval is required, shall be approved by DSA prior to fabrication or use.
2

- 3 H. Entity shall submit verified reports in accordance with Sections 4-343(c) of Part 1, Title 24, CCR.
4 Architect shall submit verified reports in accordance with Sections 4-341(f) of Part 1, Title 24,
5 CCR.
6
- 7 I. DSA may supervise construction, reconstruction, or repair in accordance with Section 4-334 of Part
8 1, Title 24, CCR.
9
- 10 J. Construction shall be observed by a full-time Project Inspector employed by the District, approved
11 by the Architect, Structural Engineer and DSA in accordance with Sections 4-333(b) and 4-342 of
12 Part 1, Title 24, CCR.
13
- 14 K. Testing requirements of the District's Testing Laboratory shall be in accordance with Section 4-335 of
15 Part 1, Title 24, CCR.
16
- 17 L. Special inspection of masonry construction, glued laminated lumber, wood framing using timber
18 connections, ready-mixed concrete, high strength steel bolt installation, welding, and mechanical and
19 electrical work shall be as required by Section 4-333(c) of Part 1, Title 24, CCR. The costs of special
20 inspection will be paid for by the District. Nothing in this paragraph shall limit the District's rights
21 under Articles 9 or 17 of Exhibit D- General Conditions.
22
- 23 M. The intent of these Drawings and Specifications is that the work of the alteration, rehabilitation or
24 reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any
25 existing conditions such as deterioration or non-complying construction be discovered which is not
26 covered by the Contract Documents wherein the finished work will not comply with Title 24,
27 California Code of Regulations, a construction change document, or separate set of plans and
28 specifications, detailing and specifying the required work shall be submitted to and approved by DSA
29 before proceeding with the work.
30
- 31 N. Substitutions relating to structural, Fire-Life-Safety (FLS), and access shall be submitted to DSA for
32 review and approval prior to fabrication and installation.
33

34
35 END OF SECTION
36
37

Section 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 SUMMARY

A. DESCRIPTION:

1. General: Standards, codes, definition of words and terms, are identified in this Section.

1.2 REFERENCES

A. GENERAL: References are made throughout the technical specifications to various standard specifications, codes, practices, and requirements for materials, work quality, installation, inspections and tests, which are published and issued by the organizations, societies and associations listed below by abbreviation and name.

B. REFERENCED STANDARDS: Obtain copies direct from publication sources as needed for proper performance and completion of the Work. Addresses for these organizations are available from the Architect.

1.3 STANDARDS

A. GENERAL: All references to established Standards mean and include the latest edition of such Standards, as of the date of issue of this Facilities Lease.

1.4 CODES

A. GENERAL: Work of this project shall conform to applicable codes, current editions adopted by enforcing agencies.

B. APPLICABLE CODES THE LATEST EDITION OF THE FOLLOWING:

1. Building Standards Administrative Code, Part 1, Title 24 C.C.R.
2. California Building Code, Part 2, Title 24 C.C.R. (International Building Code with 2013 California Amendments)
3. California Electrical Code, Part 3, Title 24 C.R.R. (National Electrical Code with 2013 California Amendments)
4. California Mechanical Code, Part 4, Title 24 C.C.R. (Uniform Mechanical Code with California Amendments)
5. California Plumbing Code, Part 5, Title 24 C.C.R. (Uniform Plumbing Code with California Amendments)

6. California Energy Code, Part 6, Title 24 C.C.R.
7. California Fire Code, Part 9, Title 24 C.C.R. (International Fire Code & California Amendments)
8. California Referenced Standards, Part 12, Title 24 C.C.R.
9. Title 19 C.C.R., Public Safety, State Fire Marshal Regulations.
10. Chapter 4, Part 1, Title 24 C.C.R Administrative Requirements.
11. CFC Chapter 33 – Fire Safety During Construction and Demolition.
12. NFPA 10, Current Edition, Standard for Portable Fire Extinguishers
13. NFPA 13, Current Edition, The Standard for the Installation of Automatic Sprinkler Systems
14. NFPA 14, Current Edition, Standard for the Installation of Standpipe and Hose Systems.
15. NFPA 24, Current Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances.
16. NFPA 72, Current Edition, National Fire Alarm and Signaling Code.
17. ASME A17.1, ASME A18.1

1.5 DEFINITIONS

A. WORDS AND TERMS:

1. General: The following are used in addition to those defined in the General Construction Terms and Conditions, and are defined as follows:
 - a. Approved: As accepted by the Architect.
 - b. As Required: As required by regulatory requirements, referenced standards, existing conditions, or by the Construction Documents.
 - c. Building Code or Code: Refers to regulations of governmental agencies having jurisdiction.
 - d. Directed: As instructed by the Architect in writing.
 - e. Furnish: Supply and deliver to the site.
 - f. Indicated: As shown, noted, or scheduled on the Drawings.

- g. Install: Anchor, fasten, or connect in place and adjust for use; place or apply in proper position and location; establish in place for use or service.
- h. Product: Includes materials, systems and equipment.
- i. Provide: Furnish and install.
- j. Shown: As indicated, noted or scheduled on the Drawings.

B. ABBREVIATIONS:

- 1. General: Definition of abbreviations and symbols used on the Drawings are identified on the Drawings.
- 2. Governing Dictionary: The definitions of words and abbreviations used in these Specifications are given in "The American Heritage Dictionary of the English Language".

PART 2 - PRODUCTS

2.1 REFERENCE STANDARDS

- A. GENERAL: The reference standards applicable to this Project are specifically identified in the technical specification Sections listed in the Table of Contents - Divisions 2 through 16.
- B. ASSOCIATION NAMES: The following abbreviation or acronym shall be understood to mean the full name of the respective organization or document, as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAC	Aluminum Anodizers Council
AAMA	American Architectural Manufacturers Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
AAU	Amateur Athletic Union
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AFPA	American Forest and Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute

1	AIA	American Institute of Architects
2	AIA	American Insurance Association (successor to NBFU)
3	AIHA	American Industrial Hygiene Association
4	AIMA	Acoustical and Insulating Materials Association
5	AISC	American Institute of Steel Construction
6	AISI	American Iron and Steel Institute
7	AITC	American Institute of Timber Construction
8	ALI	Associated Laboratories, Inc.
9	ALSC	American Lumber Standards Committee
10	AMCA	Air Movement and Control Association
11	ANSI	American National Standards Institute
12	AOSA	Association of Official Seed Analysts
13	APA	American Plywood Association
14	API	American Petroleum Institute
15	ARI	Air-Conditioning and Refrigeration Institute
16	ARMA	Asphalt Roofing Manufacturers Association
17	ASA	Acoustical Society of America
18	ASC	Adhesive and Sealant Council
19	ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
20	ASME	American Society of Mechanical Engineers
21	ASPA	American Sod Producers Association
22	ASPE	American Society of Plumbing Engineers
23	ASSE	American Society of Sanitary Engineering
24	ASTM	American Society for Testing and Materials
25	ATIS	Alliance for Telecommunications Industry Solutions
26	AWC	American Wood Council
27	AWI	Architectural Woodwork Institute
28	AWPA	American Wood Preservers Association
29	AWS	American Welding Society
30	AWWA	American Water Works Association
31	BHMA	Builder's Hardware Manufacturers Association
32	BIA	Brick Industry Association
33	BIFMA	The Business and Institutional Furniture Manufacturer's Association
34	BSI	Building Stone Institute
35	CAGI	Compressed Air and Gas Institute
36	CalTrans	State of California, Department of Transportation
37	CAUS	Color Association of the United States
38	CBHF	Bureau of Home Furnishings and Thermal Insulation, State of California, Dept. of
39		Consumer Affairs
40	CBM	Certified Ballast Manufacturers
41	CCC	Carpet Cushion Council
42	CDA	Copper Development Association
43	CFFA	Chemical Fabrics and Film Association, Inc.
44	CGA	Compressed Gas Association
45	CISCA	Ceiling and Interior Systems Construction Association
46	CISPI	Cast Iron Soil Pipe Institute
47	CLFMI	Chain Link Fence Manufacturing Institute
48	CRA	California Redwood Association

1	CRI	Carpet and Rug Institute
2	CRSI	Concrete Reinforcing Steel Institute
3	CS	Commercial Standard
4	CSA	Canadian Standards Association
5	CSI	Construction Specifications Institute
6	CPSC	Consumer Product Safety Commission
7	CSSB	Cedar Shingle and Shake Bureau
8	CTI	Ceramic Tile Institute of America
9	DHI	Door Hardware Institute
10	DIPRA	Ductile Iron Pipe Research Association
11	DLPA	Decorative Laminate Products Association
12	DSA	Division of the State Architect, Office of Regulation Services
13	EIA	Electronic Industries Association
14	EIMAEIFS	Industry Manufacturers Association
15	EJMA	Expansion Joint Manufacturers Association
16	ETLETL	Testing Laboratories
17	FCI	Fluid Controls Institute
18	FCICA	Floor Covering Installation Contractors Association
19	FGMA	Flat Glass Marketing Association
20	FM	Factory Mutual Research and Engineering Corporation
21	FMRC	Factory Mutual Research Corporation
22	FTI	Facing Tile Institute
23	FS	Federal Specification General Services Administration
24	GA	Gypsum Association
25	GANA	Glass Association of North America
26	GIS	Germany Institute for Standardization
27	HEI	Heat Exchange Institute
28	HI	Hydronics Institute
29	HI	Hydraulic Institute
30	HMA	Hardwood Manufacturers Association
31	HPVA	Hardwood Plywood and Veneer Association
32	HUD	U.S. Department of Housing and Urban Development
33	IAPMO	International Association of Plumbing and Mechanical Officials
34	IBD	Institute of Business Designers
35	ICC	International Code Council
36	ICEA	Insulated Cable Engineers Association
37	IEC	International Electrotechnical Commission
38	IEEE	Institute of Electrical and Electronics Engineers
39	IESNA	Illuminating Engineering Society of North America
40	IFAI	Industrial Fabrics Association International
41	IGCC	Insulating Glass Certification Council
42	ILI	Indiana Limestone Institute of America
43	IMSA	International Municipal Signal Association
44	IRI	Industrial Risk Insurers
45	ISA	Instrument Society for Measurement and Control
46	ISO	International Standards Organization
47	KCMA	Kitchen Cabinet Manufacturers Association
48	LIA	Lead Industries Association, Inc.

1	LPI	Lightning Protection Institute
2	LSGA	Laminators Safety Glass Association
3	MBMA	Metal Building Manufacturers Association
4	MCAA	Mechanical Contractors Association of America
5	MFMA	Maple Flooring Manufacturers Association
6	MIA	Marble Institute of America
7	ML/SFA	Metal Lath/Steel Framing Association Division of NAAMM
8	MSSVFI	Manufacturers Standardization Society of the Valve and Fittings Industry
9	NAA	National Arborist Association
10	NAAMM	National Association of Architectural Metal Manufacturers
11	NAIMA	North American Insulation Manufacturers Association
12	NAPA	National Asphalt Pavement Association
13	NBFU	National Board of Fire Underwriters - See American Insurance Assn. (AIA)
14	NCAA	National Collegiate Athletic Association
15	NCMA	National Concrete Masonry Association
16	NCPI	National Clay Pipe Institute
17	NCRPM	National Council on Radiation Protection and Measurements
18	NCSPA	National Corrugated Steel Pipe Association
19	NECA	National Electrical Contractors Association
20	NEI	National Elevator Industry, Inc.
21	NEMA	National Electrical Manufacturers Association
22	NETA	International Electrical Testing Association
23	NFPA	National Forest and Paper Association
24	NHLA	National Hardwood Lumber Association
25	NIST	National Institute of Standards and Technology
26	NLGA	National Lumber Grades Authority
27	NOFMA	National Oak Flooring Manufacturers Association
28	NPA	National Particleboard Association
29	NPCA	National Paint and Coatings Association
30	NRCA	National Roofing Contractors Association
31	NRMCA	National Ready-Mix Concrete Association
32	NSF	National Sanitation Foundation
33	NSSEA	National School Supply and Equipment Association
34	NSWMA	National Sanitation and Waste Management Association
35	NTMA	National Terrazzo and Mosaic Association
36	NWWDA	National Wood Window and Door Association
37	OSHA	Occupational Safety and Health Administration
38	OSHPD	Office of Statewide Health Planning and Development
39	PATMI	Power Actuated Tool Manufacturers' Institute, Inc.
40	PCA	Portland Cement Association
41	PCI	Precast Prestressed Concrete Institute
42	PDCA	Painting and Decorating Contractors of America
43	PDI	Plumbing and Drainage Institute
44	PEI	Porcelain Enamel Institute
45	PS	Product Standard of National Bureau of Standards
46	RFCI	Resilient Floor Covering Institute
47	RIS	Redwood Inspection Service
48	RMA	Rubber Manufacturers Association

1	SAMA	Scientific Apparatus Makers Association
2	SDI	Steel Deck Institute
3	SDI	Steel Door Institute
4	SIGMA	Sealed Insulating Glass Manufacturers Association
5	SFM	State Fire Marshal
6	SGCC	Safety Glazing Certification Council
7	SJI	Steel Joist Institute
8	SMA	Screen Manufacturers Association
9	SMA	Stucco Manufacturers Association
10	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
11	SPIB	Southern Pine Inspection Bureau
12	SPR	Simplified Practice Recommendation
13	SPRI	Single-Ply Roofing Institute
14	SSPC	Steel Structures Painting Council
15	SSPMA	Sump and Sewage Pump Manufacturers Association
16	STI	Steel Tank Institute
17	SWI	Steel Window Institute
18	SWPA	Submersible Wastewater Pump Association
19	SWRI	Sealant, Waterproofing and Restoration Institute
20	TCA	Tile Council of America
21	TIMA	Thermal Insulation Manufacturers Association
22	TPI	Truss Plate Institute
23	UL	Underwriters' Laboratories, Inc.
24	UNI	Uni-Bel PVC Pipe Association
25	USGBCUS	Green Building Council
26	USP	United States Pharmacopoeial Convention
27	USDA	United States Department of Agriculture
28	USTC&TBA	United States Tennis Court and Track Builders Association
29	VWDI	Vinyl Window and Door Institute
30	WA	Wallcoverings Association
31	WCLIB	West Coast Lumber Inspection Bureau
32	WCMA	Window Covering Manufacturers Association
33	WCRSI	Western Concrete Reinforcing Steel Institute
34	WH	Warnock Hersey International, Inc.
35	WIC	Woodwork Institute of California
36	WLPDIA	Western Lath, Plaster, Drywall Industries Association
37	WRI	Wire Reinforcement Institute
38	WSC	Water Systems Council
39	WSFI	Wood and Synthetic Flooring Institute
40	WWPA	Western Wood Products Association
41	WWPA	Woven Wire Products Association

PART 3 - EXECUTION - Not Used

END SECTION

1 **Section 01 45 00 - QUALITY CONTROL**

2

3 **PART 1 - GENERAL**

4

5 **1.01 SECTION INCLUDES**

6

- 7 A. Quality assurance and control of installation.
- 8
- 9 B. References.
- 10
- 11 C. Field samples.
- 12
- 13 D. Mock-up.
- 14
- 15 E. Inspection and testing laboratory services.
- 16
- 17 F. Manufacturers' field services and reports.
- 18

19 **1.02 RELATED SECTIONS**

20

- 21 A. General Construction Terms and Conditions, Article 11- Submittals
- 22
- 23 B. Technical Specifications
- 24

25 **1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

26

- 27 A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and
- 28 workmanship, to produce Work of specified quality.
- 29
- 30 B. Comply fully with manufacturers' instructions, including each step in sequence.
- 31
- 32 C. Should manufacturers' instructions conflict with the Construction Documents, request
- 33 clarification from Architect before proceeding.
- 34
- 35 D. Comply with specified standards as a minimum quality for the Work except when more
- 36 stringent tolerances, codes, or specified requirements indicate higher standards or more
- 37 precise workmanship.
- 38
- 39 E. Perform work by persons qualified to produce workmanship of specified quality.
- 40
- 41 F. Secure Products in place with positive anchorage devices designed and sized to withstand
- 42 stresses, vibration, physical distortion or disfigurement.
- 43
- 44 G. Entity's Line of Authority: Entity shall provide one person who shall be both knowledgeable
- 45 and responsible for all work to be performed on this project at all times during normal work
- 46 hours. In Entity's absence, Entity's appointed representative shall be responsible for all
- 47 directions given him and said directions shall be binding as if given to the Entity. Entity's
- 48 representative shall be responsible to coordinate all work to be performed.

- 1 H. Shop and fieldwork shall be performed by mechanics skilled and experienced in the
2 fabrication and installation of the work involved. All work on this project shall be done in
3 accordance with the best practices of the various trades involved and in accordance with the
4 drawings, approved shop drawings and these specifications.
5
6 I. All work shall be erected and installed plumb, level, square and true and in proper alignment
7 and relationship to the work of other trades. All finished work shall be free from defects. The
8 Architect, Engineer, District and its Representatives reserve the right to reject any materials
9 and workmanship which are not considered to be up to the highest standards of the various
10 trades involved. Such Inferior material or workmanship shall be replaced by the Entity at no
11 additional cost to the Owner and without a time extension.
12
13 J. All work shall be installed by a knowledgeable Entity and defined "certified to install" by the
14 specified materials manufacturers. The specifications and recommendations of the
15 manufacturer whose materials are used shall be strictly adhered to during the application or
16 installation of materials.
17
18 K. Any additional work beyond that specified or illustrated, or any modification thereto, that is
19 necessary for the furnishing of guarantee shall be provided by the Entity without additional
20 cost to the District.
21

22 1.04 REFERENCES

- 23
24 A. Conform to reference standards by date of issue current on date of the Construction
25 Documents.
26
27 B. Should specified reference standards conflict with Construction Documents, request
28 clarification from Architect before proceeding.
29
30 C. The contractual relationship of the parties to the Contract shall not be altered from the
31 Construction Documents by mention or inference otherwise in any reference document.
32
33 D. The Entity shall be responsible for being current and knowledgeable of all building codes
34 involved for all trades under his direction.
35
36 E. Provide all work and materials in full accordance with the California Building Standards
37 Administrative Code , the California Building Code (CBC), California Electrical Code
38 (CEC), California Mechanical Code (CMC), California Plumbing Code (CPC), California
39 Energy Code, California Fire Code (CFC), California Referenced Standards, State Fire
40 Marshal Regulations, Cal/OSHA, and any other applicable laws or regulations. Nothing in
41 these plans or specifications is to be construed to permit work not conforming to these Codes.
42

- 1 F. Furnish without extra charge any additional material and labor required to comply with these
2 Rules and Regulations.
3

4 1.05 FIELD SAMPLES
5

- 6 A. Install field samples at the site as required by individual specifications Sections for review.
7
8 B. Acceptable samples represent a quality level for the Work.
9
10 C. Where field sample is specified in Individual Sections to be removed, clear area after field
11 sample has been accepted by Architect.
12

13 1.06 MOCK-UP
14

- 15 A. Assemble and erect specified items, with specified attachment and anchorage devices,
16 flashings, seals, and finishes.
17
18 B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up
19 has been accepted by Architect.
20

21 1.07 INSPECTION AND TESTING LABORATORY SERVICES
22

- 23 A. Owner will appoint, employ, and pay for services of an independent firm approved by the
24 Structural Engineer, Architect and *Division of the State Architect (DSA)* to perform
25 inspection and testing.
26
27 B. The Independent firm will perform inspections, tests, and other services specified in
28 Individual specification Sections and as required by the Architect.
29
30 C. Reports will be submitted by the independent firm to the Architect, in duplicate, indicating
31 observations and results of tests and indicating compliance or noncompliance with the
32 Construction Documents.
33
34 D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools,
35 storage and assistance as requested.
36
37 1. Notify Architect and independent firm Twenty Four (24) hours prior to expected time
38 for operations requiring services.
39
40 2. Make arrangements with independent firm and pay for additional samples and tests
41 required for Entities use.
42
43 E. The special inspector shall perform inspection of all work to determine conformance with
44 these Standards.
45
46 1. Request for inspection must be made to the office of the special inspector a minimum
47 of twenty-four (24) hours in advance of the time the inspection is desired.
48

2. Underground work shall not be backfilled or covered until an inspection by the special inspector or its representative has been completed and the work approved. Any work that is covered without inspection shall be uncovered at the Entity's expense so an inspection can be made.
 3. The Engineer shall have access to the work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.
 4. Inspection of the work shall not relieve the Entity of any of its obligations to satisfactorily perform the work.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for re-testing will be charged to the Entity by deducting inspection or testing charges from the Total Base Rent.
- G. Project Inspector shall be employed by Owner and approved by Architect, Structural Engineer, and DSA.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect thirty (30) days in advance of required observations.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within thirty (30) days of observation to Architect for review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

Section 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

SECTION 1.01 WORK INCLUDED

Temporary Facilities and controls required for this Work include, but are not necessarily limited to:

1. Temporary water, power, light, and heat.
2. Field office and associated telephone and utilities.
3. Temporary weather protection.
4. Parking and storage areas.
5. Site fencing and security.
6. Sanitary facilities.
7. Dewatering.
8. Storm Water Run-Off Plan Compliance
9. Final and course of construction cleanup and removal of debris.

SECTION 1.02 TEMPORARY UTILITIES

General: Charges for the use of utility services other than those associated with individual field offices or planned electrical service interruptions will be paid for by the District. Entity shall provide temporary heating, or ventilating, or cooling when permanent services are interrupted due to performance of the Work. Any planned interruption of permanent services, facilities, or operations must be coordinated with the Owner's Representative.

Temporary Power:

Entity shall construct all temporary power facilities required to complete the Work and maintain in accordance with Division of Industrial Safety "Electrical Safety Orders" (ESO), Public Utilities Commission "Rules of Overhead Line Construction" (G.O. 95), and CAL-OSHA. Materials, devices and equipment used for these facilities shall be in good and safe condition but need not be new. Entity is responsible for the removal of the temporary power. Existing school electric outlets may be utilized, if permitted by the District and authorized by the Owner's Representative. Any additional power required shall be provided and paid for by the Entity.

Temporary Lighting:

Entity shall provide, maintain, and remove temporary lighting necessary to complete the Work.

Temporary Heat:

Entity shall provide, maintain, and remove temporary heat necessary to complete the Work.

Temporary Cooling:

Entity shall provide, maintain, and remove temporary cooling necessary to complete the Work.

Temporary Water:

Entity shall provide sufficient hose to carry water to every required part of construction and allow use of water facilities to subcontractors engaged in the Work. Entity is also responsible for the removal of the temporary water. Existing school water outlets may be utilized. Any additional water

required shall be provided by the Entity.

Temporary Telephone:

Entity shall provide its own telephone system. Use of District telephones will not be allowed.

Temporary Fire Protection:

Entity shall provide and maintain fire extinguishers and first aid kits in accordance with OSHA requirements to be used in the event of an emergency.

Temporary Weather Protection:

Entity shall provide and maintain protection measures to ensure that damage(s) will not occur to District property during course of construction.

Temporary Dewatering:

Entity shall provide and maintain a dewatering system as required to perform the Work. This temporary dewatering system may, and should, be reviewed by the Architect and/or Owner's Representative.

SECTION 1.03 FIELD OFFICE/STORAGE CONTAINERS

The Entity shall provide a temporary field office(s) of sufficient size to accommodate the Project Inspector and District Representative. Locate field office(s)/storage container(s) for Entity's use as directed by Owner's Representative. Upon completion of Work, Entity shall remove any and all temporary field office(s) and storage container(s).

SECTION 1.04 PARKING OF VEHICLES

Entity shall assume **all** responsibility for job site vehicle parking of its and its subcontractor's vehicles. Locations of parking shall be as directed by the District's Representative.

SECTION 1.05 STORAGE AND LAYDOWN AREAS

The Owner's Representative will coordinate use of available lay down areas. Only areas designated by Owner's Representative can be used by Entity. Entity is responsible for providing its own fenced storage facilities (trailers or cargo containers.)

SECTION 1.06 TEMPORARY SITE FENCING AND SECURITY

Entity shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each phase of work as shown on the Construction Schedule. Entity is responsible for the security of all equipment, material, and completed construction items. Entity is also responsible for securing any breeches to existing security system/building caused by its Work. Temporary measures may include watchman (allowable cost from Construction Contingency), temporary doors, temporary alarm, etc.

SECTION 1.07 SANITARY FACILITIES

Entity shall provide sanitary toilet facilities for use of all Workers employed on Project, in accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

1 SECTION 1.08 CLEANUP AND REMOVAL OF DEBRIS

2
3 Entity shall assume all responsibility for cleanup and removal of debris created by the Work on a daily
4 basis. No community dumpsters will be provided. In the event unidentifiable job site clutter or debris
5 becomes a problem, at Owner's Representative's request, Entity shall provide sufficient labor to be directed
6 by Owner's Representative's personnel in a group cleanup effort. If Entity's clean-up is found to be
7 deficient, the District may back charge the Entity for clean-up and/or withhold Lease Payments as
8 determined appropriate by the District.
9

10 SECTION 1.09 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

11
12 Entity shall provide, maintain and remove upon completion of Work, all temporary rigging, scaffolding,
13 hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective structures or devices
14 necessary for safety of Workers and public property as required to complete the Work.
15

16 Safety: Entity is responsible for the complete safety of district personnel, students, and the general public at
17 all times.
18

19 Walkways and barricades: If Entity's Work interferes with pedestrian traffic, provide pedestrian walkway
20 protection conforming to City standards and CAL OSHA requirements.
21

22 Access: Entity is responsible to maintain access to the buildings at all times. Temporary covered walkways
23 and/or barricades may be required.
24

25 Protection: Entity must protect all Workers and equipment from power lines by maintaining safe distances
26 and by providing protective devices where and as required by Industrial Safety Commission and CAL-
27 OSHA.
28

29 Temporary construction and equipment: All temporary construction and equipment shall conform to all
30 regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction
31 (including insurance companies), with regards to safety precautions, operations and fire hazards.
32

33 SECTION 1.10 STORM WATER RUN-OFF PLAN:

34
35 Entity shall implement, provide and maintain an erosion control and storm water pollution prevention plan
36 in accordance with all local agencies having jurisdiction.
37

38
39 SECTION 1.11 ACCESS TO SITE

40
41 Access to the site shall be as directed by the Owner District's Representative.
42
43
44

END OF SECTION

1 **Section 01 71 23 - FIELD ENGINEERING & SURVEY CONTROLS**

2
3 **PART 1 – GENERAL**

4
5 **1.01 SECTION INCLUDES**

- 6
7 A. Entity to provide and pay for field engineering services required for the execution of Work, including,
8 but not limited to:
9
10 1. Survey Work required in execution of the Work scope.
11 2. Civil, structural or other professional engineering services specified, or required to execute Entity's
12 construction methods.
13
14 B. Provide field staking of site improvements included in the Work; identify existing survey reference
15 points and property line corner stakes indicated on Drawings.
16
17 C. Locate and be aware of all existing on-site utility lines and improvements.
18

19 **1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- 20
21 A. Qualified California registered professional engineer or registered land surveyor, acceptable to Entity
22 and the District Representative.
23
24 B. Registered professional engineer of discipline required for specific service on Project, licensed in
25 State of California.
26

27 **1.03 SUBMITTALS:**

- 28 A. Submit name address, and license of surveyor and professional engineer to the District
29 Representative.
30

31 **1.04 PROJECT SURVEY REQUIREMENTS**

- 32
33 A. Establish and maintain lines and levels as necessary to locate and layout entire scope of Work.
34
35 B. Preserve and protect all on-site underground utilities lines and existing on-site improvements in the
36 area of construction.
37

38
39 **END OF SECTION**
40

1 **Section 01 73 29 - CUTTING AND PATCHING**

2
3 **PART 1 - GENERAL**

4
5 **1.01 SECTION INCLUDES**

- 6
7 A. Execute cutting, fitting or patching of Work, required to:
- 8 1. Make parts fit properly.
 - 9 2. Uncover Work to provide for installation of ill-timed Work.
 - 10 3. Remove and replace Work not conforming to requirements of Contract Documents.
 - 11 4. Remove and replace defective Work.
 - 12 5. Remove samples of installed Work as specified for testing.
 - 13 6. Remove existing materials (demolition) required prior to installation of specified Work.
 - 14 7. Uncover Work to provide for Architect's observation of covered Work.
- 15
16 B. Do not endanger structural integrity of any Work by cutting or altering any part of it.
- 17
18 C. The subcontractor with structural responsibility within their scope of Work shall solely execute
19 structural cutting and patching required for this Project, according to DSA Approved Drawings.
- 20
21 D. Minor cutting and patching of finishes and/or trim will be performed by the subcontractor where
22 required for the execution of their Work. Locations of all cutting and patching (core boring, etc.)
23 shall be reviewed and approved by the Architect prior to the start of Work.
- 24
25 E. The Entity and its subcontractor shall make the field measurements necessary for its Work and be
26 responsible for its accuracy. Also, should any structural difficulties prevent a subcontractor from
27 installing its material properly, the District Representative and Architect shall be notified in writing
28 within 24 hours. Cutting into the walls, ceilings and floors, if necessary, shall be carefully and neatly
29 performed and then be repaired as specified in the Contract Documents. The Architect shall be
30 consulted prior to the start of Work in all cases where cutting into a structural portion of the building
31 is either desirable or necessary so that satisfactory reinforcement may be provided.
- 32
33 F. Patching of all exposed architectural finishes shall be performed under the supervision of the
34 Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent
35 possible through careful routing and placement of new Work. The Architect or Inspector shall have
36 the authority to reject substandard or unacceptable patching.
- 37
38 G. Patching of openings that are cut in any fire rated walls or membranes shall be sealed tightly using
39 approved materials only. Verify that fire rating envelopes are maintained and inspections provided
40 prior to concealing Work. Cutting and patching, if required by Agencies to verify adequacy of
41 protection after concealment, shall be performed at no cost to the District.
- 42

43 **1.02 RELATED SECTIONS**

- 44
45 A. Section Exhibit D - General Conditions.
- 46
47 B. Section 01 35 16 - Alteration Project Procedures.
- 48

- C. Section 01 45 00 - Quality Control.
- D. Section 01 50 00 Temporary Facilities and Controls.
- E. Section 02 41 00 - Minor Demolition For Remodeling.

1.03 SUBMITTALS

- A. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting consent to proceed with cutting. See items “C” and “E”, Section 1.01.
- B. Should conditions of Work or schedule require change of materials or methods, submit written recommendation to Architect, within 48 hours, including:
 - 1. Conditions requiring change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.
 - 4. Quotations of charges or credits.
- C. Submit 48-hour advance written notice to Architect (with a copy to the District Representative) designating the time Work will be uncovered.
- D. Submit all materials to be used in cutting and patching in accordance with Exhibit D – General Conditions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Primary Products: Materials for replacement of Work removed are to comply with Technical Specifications and are required to match original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with Exhibit D – General Conditions.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to movement or damage during cutting and patching.
- B. After uncovering existing Work, examine conditions affecting installation of new products and performance of Work.
- C. Beginning of cutting or patching operations means acceptance of existing conditions.

1 3.02 PREPARATION

- 2
- 3 A. Provide means of shoring, bracing and temporary supports as required to maintain structural
- 4 integrity of the Work.
- 5
- 6 B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from
- 7 damage, dust or disruption.
- 8
- 9 C. Provide protection from the elements for areas, which may be exposed during cutting or patching.
- 10
- 11 D. Maintain excavations free of water.
- 12

13 3.03 CUTTING

- 14
- 15 A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with
- 16 specified tolerances and finishes.
- 17
- 18 B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will
- 19 provide proper surfaces to receive installation of repairs and new Work.
- 20
- 21 C. Uncover Work to install improperly sequenced Work.
- 22
- 23 D. Remove and replace defective, rejected or non-conforming Work.
- 24
- 25 E. Remove samples of installed Work for testing when requested.
- 26
- 27 F. Provide openings in the Work for penetration of Mechanical and Electrical Work.
- 28
- 29 G. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and
- 30 sight-exposed surfaces.
- 31
- 32 H. Cut concrete, tile plaster and other rigid materials using masonry/concrete saws and core drills.
- 33 Pneumatic tools are not allowed without prior approval.
- 34

35 3.04 PATCHING

- 36
- 37 A. Execute patching to match adjacent Work.
- 38
- 39 B. Fit products together to integrate seamlessly with adjacent Work.
- 40
- 41 C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate
- 42 surfaces to receive finishing Work.
- 43
- 44 D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and
- 45 sight-exposed surfaces.
- 46
- 47 E. Restore Work with new products in accordance with requirements of the Contract Documents.
- 48

- 1 F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids
- 2 with approved fire rated material in accordance with the manufacturers installation instructions and
- 3 applicable Codes.
- 4
- 5 G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly
- 6 and leave in finished condition.
- 7
- 8 H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and
- 9 color. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly,
- 10 refinish entire unit or area.
- 11

12 END OF SECTION

13

14

1 **Section 01 74 23 – FINAL CLEANING**

2

3 **PART 1 - GENERAL**

4

5 **1.01 SUMMARY**

6

7 1. Entity is responsible for daily cleanup and a final cleaning prior to occupancy and

8 prior to acceptance of the Project by the District. This section only addresses the final

9 cleaning required prior to punch listing and occupancy.

10

11 2. Cleaning Program:

- 12
- 13 ▪ The cleaning program shall include all construction areas and surrounding areas
 - 14 affected by the construction including site, exteriors of buildings / structures, roofs
 - 15 and interior of buildings.
 - 16 ▪ The areas to be cleaned shall be turned over to the owner in a "move-in" condition.
 - 17 ▪ All areas shall be free of all construction materials, dust, debris, markings and dirt.
 - 18 ▪ All surfaces shall be washed, cleaned and cleared of markings.
 - 19 ▪ All existing and new fixtures shall be cleaned, sanitized and ready for use.
 - 20 ▪ Only if directed by the District, new and existing hard surface floors will be stripped
 - 21 and waxed.
- 22

23 **1.02 PROJECT CONDITIONS**

24

25 1. Comply fully with Federal and local environmental and antipollution regulations.

- 26
- 27 ▪ Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in
 - 28 storm or sanitary drains.
 - 29 ▪ Burning or burying of debris, rubbish, or other waste material on the premises is not
 - 30 permitted.
- 31

32 **1.03 PRODUCTS**

33

34 **A. MATERIALS AND METHODS**

35

36 1. Use cleaning materials and methods which will not create hazards to health or

37 property or cause damage to products and which are recommended by manufacturers of

38 products to be cleaned.

39

40 **1.04 EXECUTION**

41

42 **A. FINAL CLEANING**

43

44 1. General: Provide final cleaning operations. Employ experienced workers or

45 professional cleaners for final cleaning. Clean each surface or unit of Work to the condition

46 expected from a commercial building cleaning and maintenance program. Comply with

47 manufacturer's instructions.

2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

- Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
- Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- Remove petrochemical spills, stains, and other foreign deposits.
- Remove tools, construction equipment, machinery, and surplus material from the site.
- Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- All walls not newly painted shall be washed to clean readily removable dirt, markings, dust, and grime.
- Remove debris and surface dust from limited access spaces, including roofs, attics and similar spaces.
- To the extent directed by the District, existing floors shall be thoroughly stripped of old wax and have at least four (4) coats of a combination wax/sealer, or two (2) coats of sealer and four (4) coats of wax. Entity shall submit for prior approval manufacturer's information on floor finish to be applied. All new floors shall have their factory seal stripped off and shall have a floor finish applied according to the recommendations of the manufacturer.
- New carpeted areas shall be thoroughly vacuumed, including edges. Any spotting during construction shall be removed. Existing carpeted areas shall be thoroughly shampooed.
- Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Clean interior and exterior of all windows.
- Clean all Toilet Rooms thoroughly and sanitized. All wall surfaces shall be free of grime, dirt, dust, markings and graffiti. All mirrors, fixtures, and partitions will be cleaned free of dirt and markings.
- Scrub and seal all ceramic and terrazzo floors and walls.
- Remove labels that are not permanent labels.
- Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- Replace disposable air filters and clean permanent air filters. Clean all exposed surfaces of diffusers, registers, and grilles.

- Clean ducts, blowers, and coils if units were operated without filters during construction.
 - Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs; defective and noisy starters in fluorescent fixtures, and defective dimming switches.
 - Leave the Project clean and ready for occupancy.
3. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period. Repair any damage from removal.
4. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION

1 **SECTION 01 91 13 GENERAL COMMISSIONING REQUIREMENTS**

2
3
4 **PART 1 – GENERAL**

5
6 1.01 RELATED DOCUMENTS

- 7
8 A. Drawings and general provisions of the Contract, including General and Supplementary
9 Conditions and other Division Specification Sections, apply to this Section.

10
11 1.02 SUMMARY

- 12
13 A. This Section includes general commissioning processes and requirements that apply to the
14 implementation of commissioning. Commissioning is a process of review and verification of
15 specific building systems consisting of design and submittal reviews, contractor completed
16 installation checklists, verification of Test and Balance values, and contractor performed
17 functional testing which are all reviewed or witnessed by the CxA.

- 18
19 B. Related Sections include the following:

20
21 District does not apply for CHPS due to expense.

- 22
23 1. Section 03 31 00: Structural Concrete
24
25 2. Section 07 21 00: Building Insulation
26
27 3. Section 07 25 00: Weather Barriers
28
29 4. Section 07 54 19: Single Ply Roofing System
30
31 5. Section 07 62 00: Sheet Metal Flashing and Trim
32
33 6. Section 07 70 00: Roof Specialties and Accessories
34
35 7. Section 08 80 00: Glazing
36
37 8. Section 22 05 93: Testing, Adjusting and Balancing for Plumbing.
38
39 9. Section 23 05 93: Testing, Adjusting and Balancing for HVAC.
40
41 10. Section 23 05 50: Basic Mechanical Materials & Methods.
42
43 11. Section 23 09 23: Energy Management System Design Build.
44
45 12. Section 26 82 00: Lighting Controls
46
47 13. Section 32 80 00: Irrigation
48

1 1.03 DEFINITIONS

- 2
- 3 A. Basis of Design (BoD) document: A document that records concepts, calculations, decisions,
- 4 and product selections used to meet the OPR and to satisfy applicable regulatory
- 5 requirements, standards, and guidelines. The document includes both narrative descriptions
- 6 and lists of individual items that support the design process.
- 7
- 8 B. Building Envelope: All parts for the exterior shell of a building that provide insulation and
- 9 air and water resistance such as roofing, windows, flashing, exterior wall cladding, ground
- 10 contact waterproofing, etc.
- 11
- 12 C. Commissioning: - A process to verify that the identified project systems perform as defined
- 13 in the approved project documents.
- 14
- 15 D. CxA: Commissioning Authority.
- 16
- 17 E. Owner's Project Requirements (OPR): A collection of documents that details the functional
- 18 requirements of Project and expectations of how it will be used and operated. This document
- 19 includes Project and design goals, measurable performance criteria, budgets, schedules,
- 20 success criteria, and supporting information.
- 21
- 22 F. Owner-Sacramento City Unified School District or designated representative.
- 23
- 24 G. Systems, Subsystems, and Equipment: Where these terms are used together or separately,
- 25 they shall mean "as-built" systems, subsystems, and equipment.
- 26
- 27 H. TAB: Testing, Adjusting, and Balancing.
- 28

29 1.04 COMMISSIONING TEAM

- 30
- 31 A. A project team created to coordinate the commissioning effort that coordinates and
- 32 communicates with the rest of the project team, attend meetings, and solve problems. This
- 33 team includes representatives from the contractor, subcontractors and owner.
- 34
- 35 B. The prime contractor shall in addition to their representative also appoint a representative
- 36 from each subcontractor involved in commissioned systems including mechanical, electrical,
- 37 controls, Test and Balance, plumbing, building envelope, low voltage systems, etc.
- 38
- 39 C. The owner shall appoint the CxA, facility operations and maintenance, and architect and
- 40 design members to the commissioning team.
- 41

42 1.05 OWNER'S RESPONSIBILITIES

- 43
- 44 A. Participate in resolution of issues that may occur as a result of the commissioning process.
- 45
- 46
- 47
- 48

- 1 B. Assign operation and maintenance personnel and schedule them to participate in
2 commissioning team activities including, but not limited to, the following:
3
4 1. Coordination meetings.
5
6 2. Training in operation and maintenance of systems, subsystems, and equipment.
7
8 3. Testing meetings.
9
10 4. Demonstration of operation of systems, subsystems, and equipment.
11

12 1.06 CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITIES
13

- 14 A. Provide utility services required for the commissioning process.
15
16 B. Schedule and perform building enclosure testing specified as the contractor's responsibility.
17 Coordinate testing with the architect and CxA.
18
19 C. Provide access to building enclosure testing locations as defined by the building enclosure
20 test plan.
21
22 D. Provide boom lift with operator, scaffold, power and hose bibb at testing locations performed
23 by the CxA and defined by the building enclosure test plan.
24
25 E. Contractor is responsible for construction means, methods, job safety, or management
26 function related to commissioning on the job site.
27
28 F. Contractor shall assign representatives with expertise and authority to act on behalf of the
29 Contractor and schedule them to participate in and perform commissioning team activities
30 including, but not limited to, the following:
31
32 1. Participate in construction-phase commissioning meetings including controls
33 coordination meeting to review and resolve any issues with the sequence of
34 operations.
35
36 2. Participate in maintenance orientation and inspection.
37
38 3. Participate in operation and maintenance training sessions.
39
40 4. Certify that Work is complete, and systems are operational according to the Contract
41 Documents, including calibration of instrumentation and controls.
42
43 5. Perform quality control of all work and certify it is complete prior to request for
44 inspection.
45
46 G. Evaluate performance deficiencies identified in test reports and, in collaboration with entity
47 responsible for system and equipment installation, recommend corrective action.
48

- 1 H. Contractor shall integrate all commissioning activities into Contractor's master construction
2 schedule. See Exhibit A of this specification section.
3
- 4 I. Subcontractors shall assign representatives with expertise and authority to act on behalf of
5 subcontractors and schedule them to participate in and perform commissioning team
6 activities including, but not limited to, the following:
7
- 8 1. Participate in construction-phase coordination meetings.
9
 - 10 2. Participate in maintenance orientation and inspection.
11
 - 12 3. Complete pre-functional checklists for all equipment. Submit completed forms with
13 start-up reports immediately after start up.
14
 - 15 4. Complete building enclosure construction checklists as required throughout the
16 installation of building enclosure systems as identified. Submit completed forms
17 upon installation completion of each building enclosure system.
18
 - 19 5. Schedule and perform building enclosure testing as specified in the technical
20 specification sections with CxA as witness.
21
 - 22 6. Schedule and perform duct air leakage testing as specified in the technical
23 specification sections with CxA as witness. Duct leakage testing required for ducted
24 systems over 3-inch water column static pressure.
25
 - 26 7. Provide flushing plans, disinfection reports and water treatment reports to the CxA
27 for review.
28
 - 29 8. Participate in pre-TAB meeting and jobsite inspections to verify TAB readiness.
30
 - 31 9. Provide draft completed TAB report to CxA for review. CxA will identify up to 20%
32 of TAB report for TAB contractor to demonstrate compliance to the completed TAB
33 report.
34
 - 35 10. Participate in procedures meeting for testing.
36
 - 37 11. Perform point-to-point, calibration and checkout of the building automation system
38 and provide completed report to the CxA for review.
39
 - 40 12. Participate in final review at acceptance meeting.
41
 - 42 13. Provide schedule for operation and maintenance data submittals, equipment startup,
43 and testing to CxA for incorporation into the commissioning plan. Update schedule
44 on a weekly basis throughout the construction period.
45
 - 46 14. Provide information to the CxA for developing construction-phase commissioning
47 plan.
48
 15. Participate in training sessions for operation and maintenance personnel.

16. Verify that all systems function correctly by testing each mode of operation, alarm and system function.
17. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the CxA, as specified.
18. Perform quality control of all work and certify it is complete prior to request for observation and or testing.
19. Complete and sign Systems Functional Testing Readiness Certification and Notification Letter for Commissioning and provide to CxA (See Exhibit B of this specification section).
20. Provide technicians who are familiar with the construction and operation of installed systems and who shall develop specific test procedures and participate in testing of installed systems, subsystems, and equipment.
21. Perform seasonal testing, at the direction of the CxA, to prove functional performance of the HVAC and controls in the opposite season.

1.07 ARCHITECT AND DESIGN ENGINEER RESPONSIBILITIES

- A. Responsible for developing the construction contract documents and clarifying the design intent during the construction phase of the project.
- B. Performs construction observation.
- C. Contracted directly to District.
- D. Coordinate with the CxA specified building enclosure test plans developed by the architect and or CxA.

1.08 CXA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Prepare a Commissioning Plan. Collaborate with design team, owner, contractor and subcontractors to develop test and inspection procedures. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.
- C. Work with the Contractor to schedule commissioning activities. The Contractor shall integrate all commissioning activities into the master construction schedule. All parties will address scheduling issues in a timely manner in order to expedite the commissioning process.
- D. Review and comment on submittals for compliance with the approved project documents and identify any potential conflicts.

- E. Conduct commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. The CxA shall prepare and distribute minutes to commissioning team members and attendees within five (5) workdays of the commissioning meeting.
- F. At the beginning of the construction phase, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for permanent power; operation and maintenance data submittals; operation and maintenance training sessions; TAB Work; and Project completion.
- G. Periodically observe and inspect construction and report progress and deficiencies. In addition to compliance with the Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.
- H. Prepare Project-specific pre-functional checklists, functional test procedures checklists and building enclosure construction checklists.
- I. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
- J. Review and comment on operation and maintenance documentation for compliance with the Contract Documents. Operation and maintenance documentation requirements are specified in Division 01 Section "Operation and Maintenance Data."
- K. Review Contractor's operation and maintenance training program. Operation and maintenance training is specified in Division 01 Section "Demonstration and Training."
- L. Prepare commissioning status reports.
- M. Assemble the final commissioning documentation, including the Commissioning Report including applicable Project Record Documents.

1.09 COMMISSIONING DOCUMENTATION

- A. Commissioning Plan: A document, prepared by CxA, that outlines the process, schedule, allocation of resources, and documentation requirements of the commissioning effort, and shall include, but is not limited to the following:
 - 1. Description of the organization, layout, and content of commissioning documentation to be provided along with identification of responsible parties.
 - 2. Identification of systems and equipment to be commissioned.
 - 3. Description of the level of commissioning for each system and define levels of commissioning.
 - 4. Description of schedules for testing procedures along with identification of parties

- involved in performing and verifying tests.
 5. Identification of items that must be completed before the next operation can proceed.
 6. Description of responsibilities of commissioning team members.
 7. Description of observations to be made.
 8. Description of requirements for operation and maintenance training, including required training materials.
 9. Provide a schedule for commissioning activities with specific dates coordinated with overall construction schedule.
 10. Define the process for completing pre functional and startup checklists for systems, subsystems, and list of specific equipment requiring these checklists.
 11. Include Step-by-step procedures for Functional testing systems, subsystems, and equipment with descriptions for methods of verifying relevant data, recording the results obtained, and listing parties involved in performing and verifying tests. Meet Title-24 minimum functional requirements only.
- B. Pre-Functional Checklists: CxA shall develop pre-functional checklists for all equipment to be commissioned.
- C. Functional Performance Testing: CxA shall develop functional performance test procedures for all equipment and systems to be commissioned that meet Title-24 minimum requirements only.
- D. Building Enclosure Construction Checklists: CxA shall develop BECx checklists for the installation and verification of procedures.
- E. BECx Test Plan: CxA shall develop building enclosure tests plans as specified. If test plans are developed by the architect CxA shall review and provide comments as required.
- D. Site Visit Reports: CxA shall record test data, observations, and measurements on site visit forms. Photographs and other means appropriate for the application shall be included with data.
- E. Test and Inspection Reports: CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.
- F. Commissioning Schedule: CxA shall review and provide input to the master project and construction schedules for commissioning activities.
- G. Issues Log: CxA shall prepare and maintain an issues log that describes installation, and performance issues that are at variance with the Contract Documents. CxA will identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.

1
2 1. Creating an Issues Log Entry:
3

- 4 a. Identify the issue with unique numeric or alphanumeric identifier by which
5 the issue may be tracked.
6
7 b. Assign a descriptive title of the issue.
8
9 c. Identify issue date.
10
11 d. Identify test number of test being performed at the time of the observation, if
12 applicable, for cross-reference.
13
14 e. Identify system, subsystem, and equipment to which the issue applies.
15
16 f. Identify location of system, subsystem, and equipment.
17
18 g. Include information that may be helpful in diagnosing or evaluating the issue.
19
20 h. Note recommended corrective action.
21
22 i. Identify commissioning team member responsible for corrective action.
23
24 j. Identify expected date of correction.
25
26 k. Identify person documenting the issue.
27
28 l. List the issue's code and contract document reference, i.e., specification or
29 plan sheet location.
30

31 2. Documenting Issue Resolution:
32

- 33 a. Log date correction is completed or the issue is resolved.
34
35 b. Describe corrective action or resolution taken. Include description of
36 diagnostic steps taken to determine root cause of the issue, if any.
37
38 c. Identify changes to the Contract Documents that may require action, if any.
39
40 d. State that correction was completed, and system, subsystem, and equipment
41 are ready for retest, if applicable.
42
43 e. Identify person(s) who corrected or resolved the issue.
44
45 f. Identify person(s) documenting the issue resolution.
46
47 g. Identify RFI or ASI references to the issue resolution.
48

1
2 G. Commissioning Report: CxA shall document results of the commissioning process including
3 performance of systems, subsystems, equipment and issues. The commissioning report shall
4 indicate whether systems, subsystems, and equipment have been completed and are
5 performing according to the OPR, BoD and Contract Documents. The commissioning report
6 shall include, but is not limited to, the following:
7

- 8 1. Discussion of performance of commissioned systems including any variance from
9 OPR, BOD and the Contract Documents; record of conditions; and, if appropriate,
10 recommendations for resolution. This report shall be used to evaluate systems,
11 subsystems, and equipment and shall serve as a future reference document during
12 District occupancy and operation. It may also include a recommendation for
13 accepting or rejecting systems, subsystems, and equipment.
14
- 15 2. Commissioning Plan. (Define the plan for this project.)
16
- 17 3. Testing plans and reports. (Title-24 MCH-XXX and Electrical functional tests only.)
18
- 19 4. Issues log.
20
- 21 5. Completed test checklists.
22
- 23 6. Listing of off-season test(s) not performed and a schedule for their completion.
24

25 H. Systems Manual: CxA shall gather required information and compile systems manual.
26 Systems manual shall include, but is not limited to, the following:
27

- 28 1. As-built system narratives, schematics, and list of installed equipment, including;
29 Building Envelope, HVAC, Laboratory HVAC, Fire Protection and Alarm, Irrigation
30 Control, Power and Lighting Controls installed schematics.
31
- 32 2. Operation and maintenance manuals.
33

34 1.10 CXA SUBMITTALS 35

- 36 A. Commissioning Plan: CxA shall submit a draft commissioning plan. Deliver one copy to
37 Contractor and one to District. Present submittal in sufficient detail to evaluate data
38 collection and arrangement process. One copy, with review comments, will be returned to
39 the CxA for preparation of the final commissioning plan.
40
- 41 B. Pre functional Checklists: CxA shall submit sample checklists and forms to Contractor and
42 subcontractors for review and comment.
43
- 44 C. Functional Test Plan: CxA shall submit draft Functional Test Plan and checklists for
45 comment. The final Functional Test Plan will be submitted and used for functional testing.
46 Submit the Title-24 required functional tests.
47
- 48 D. Site visit reports: CxA shall submit site visit reports as they are created.

- 1
2 E. Final Commissioning Report: CxA shall submit the draft commissioning report. One copy,
3 with review comments, will be returned to the CxA for preparation of final submittal. The
4 final report submittal must address previous review comments.
5

6 1.11 COORDINATION
7

- 8 A. Coordinating Meetings: CxA shall conduct coordination meetings of the commissioning
9 team as needed to review progress on the commissioning plan, to discuss scheduling
10 conflicts, and to discuss upcoming commissioning process activities.
11
12 B. Pretesting Meetings: CxA shall conduct pretest meetings with the commissioning team to
13 review startup reports, coordinate controls sequence of operations, review pretest inspection
14 results, review testing and balancing procedures, review testing personnel and
15 instrumentation requirements, and manufacturers' authorized service representative services
16 for each system, subsystem, equipment, and component to be tested.
17
18 C. Testing Coordination: CxA shall coordinate with the OWNER and Contractor to plan the
19 sequence of testing activities to accommodate required quality-assurance and -control
20 services with a minimum of delay and to avoid necessity of removing and replacing
21 construction to accommodate testing and inspecting.
22
23 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
24
25

26 PART 2 - PRODUCTS (Not Used)
27
28

29 PART 3 – EXECUTION
30

31 3.01 BUILDING ENCLOSURE CONSTRUCTION CHECKLISTS
32

- 33 A. Building Enclosure Construction Checklists are developed by the CxA and completed by the
34 appropriate installing contractors for all major building enclosure systems being
35 commissioned. The checklists are to be completed during the installation phase of each
36 system. These checklists are to ensure that each building enclosure system is being installed
37 according to the specified installation standards. The building enclosure checklists are in
38 addition to the manufacturer's installation checklists and DO NOT replace the
39 manufacturer's installation checklists. The Contractor and vendors shall also execute
40 manufacturer's installation check provide CxA with a copy of the signed and dated
41 completed checklists which will be submitted with the Building Enclosure Construction
42 Checklists.
43
44 B Execution of Building Enclosure Construction Checklists
45
46 1. Construction checklists will be provided to the project site by the CxA.
47
48 2. The contractor shall maintain a master copy of signed checklists.

3. The installing contractors shall update the checklists as work is completed. Only individuals that have direct knowledge and witnessed that a line item task on the pre-functional checklist was actually performed shall initial or check that item off.
4. The CxA will periodically review the checklists for completeness and report on progress at the Cx meetings.

3.02 PRE-FUNCTIONAL CHECKLISTS AND FACTORY START UP REPORTS

- A. Pre-functional Checklists are developed by the CxA and completed by the appropriate installing contractors for all major equipment and systems being commissioned before functional testing can begin. The checklist captures equipment nameplate and characteristics data, confirming the as-built status of the equipment or system. These checklists also ensure that the systems are complete and operational, so that the functional performance testing can be scheduled. The Contractor and vendors shall execute factory startup and provide the CxA with a copy of the signed and dated completed start-up checklists which will be submitted with the Pre-Functional checklists.
- B. Execution of Pre-functional Checklists and Startup.
 1. Pre-Functional checklists will be provided to the project site by the CxA.
 2. The contractor shall maintain a master copy of signed checklists.
 3. The installing contractors shall update the checklists as work is completed. Only individuals that have direct knowledge and witnessed that a line item task on the pre-functional checklist was actually performed shall initial or check that item off.
 4. The CxA will periodically review the checklists for completeness and report on progress at the Cx meetings.
- C. Deficiencies, Non-Conformance and Approval in Checklists and Startup.
 1. The Contractor shall clearly list any outstanding items of the initial start-up and pre-functional procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CxA within two days of test completion.
 2. The CxA reviews the report and reports to the District. The CxA shall work with the Contractor and vendors to correct and retest deficiencies or uncompleted items.

3.03 FUNCTIONAL PERFORMANCE TESTING

- A. Objectives and Scope. The objective of functional performance testing is to demonstrate that each system is operating according to the Contract Documents Title-24 test requirements. Each system will be tested to verify that the system response is as designed. HVAC and Laboratory systems will be checked for conformance to the design sequences of operation

and stable control, lighting control will be checked in each type of lighting area, and irrigation control will be checked. Proper system responses to such conditions as power failure, out of limit condition, equipment failure, etc. shall also be tested.

B. Early duct air leakage tests shall be performed to ensure green and building code compliance to duct systems with over 3-inch w.c. static pressure. Point-to-point testing will be performed by controls contractor on all applicable systems, with results given to CxA prior to functional performance testing.

C. Development of Test Procedures: The test procedures are written by the CxA based upon the final operational sequences from available project documentation. The CxA shall develop specific test procedures and forms to verify and document proper operation of each system. Prior to execution, the CxA shall provide a copy of the test procedures to the Contractor who shall review the tests for feasibility, safety, equipment and warranty protection. The test procedure checklists developed by the CxA shall include the following information:

1. System and equipment or component name(s).
2. Equipment location and ID number.
3. Date.
4. Project name.
5. Participating parties.
6. Reference to the specification section describing the test requirements, if applicable.
7. A copy of the specific sequence of operations.
8. Prerequisites for the test.
9. Special cautions, alarm limits, etc.
10. Specific step-by-step procedures to execute the test.
11. Acceptance criteria of proper performance with a Yes / No/NA check box.
12. A section for comments.

D. Test Methods.

1. Functional testing is performed by the contractors with the method and degree of testing as defined in this specification for each system. Each function and test shall be performed under conditions that simulate actual conditions as close as is practically possible. The Contractor executing the test shall provide all necessary materials, system modifications, etc. to produce the necessary flows, pressures, temperatures, etc. necessary to execute the test according to the specified conditions.

At completion of the test, the Contractor shall return all affected building equipment and systems to their pre-test condition.

2. Multiple identical pieces of equipment may be functionally tested using a sampling strategy. The sampling strategy will be defined in these specifications with the commissioned systems list.

- E. Coordination and Scheduling: The Contractor shall provide two weeks' notice to the CxA regarding their completion schedule for the pre-functional checklists and startup of all equipment and systems. The CxA will schedule functional tests through the District Representative and Contractor. Problem Solving: The CxA will recommend solutions to problems found; however, the burden of responsibility to solve, correct and retest problems is with the Contractor and District's consultants.

3.04 OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

- A. Before the operation and maintenance training, CxA shall review training preparation for compliance with project documents.
- B. Training is required per contract specifications. At a minimum, training is required for Mechanical, Lighting, Irrigation and Controls systems.
- C. The CxA requires submission of training records including attendance lists to verify appropriate people received the training.

3.05 COSTS OF COMMISSIONING WORK

- A. The cost to the Contractor and Subcontractors to comply with the specified requirements and to support the work of the CxA shall be included in the Contractor's and Subcontractor's bid price.
- B. If CxA arrives onsite, on the scheduled date for functional testing (as indicated on the Systems Functional Testing Readiness Certification and Notification Letter for Commissioning, see Exhibit B of this specification section) which cannot be completed due to systems readiness failure, systems technician no-show, or other circumstances not caused by CxA resulting in failed functional testing; it is understood that the CxA's client (listed on Exhibit B) will be invoiced for expenses incurred by CxA. The contractor also agrees to reimburse said client for incurred expenses. CxA expenses will be invoiced as follows:
- Travel expenses as applicable

3.06 COMMISSIONED SYSTEMS

System	Equipment	Level
	Split system heat pumps	3
	Rooftop air conditioners	3
	Split system air conditioners	3

System	Equipment	Level
HVAC&R Systems	Make up air unit	3
	Kitchen exhaust system	3
	Test and balance report values	3
Building Management System	Sequences of operation, monitored points, and alarms	3
	Metering/monitoring devices and equipment	3
	Software commissioning, GUI presentation commissioning, system access performance criteria, software tools/source code commissioning, instrument data sheets, middleware commissioning, Internet Protocol commissioning	3
Building Envelope	Foundation/slab	3
	Exterior wall systems	3
	Roof systems	3
Electrical Systems	Scheduled lighting controls	3
	Day-light savings and dimming controls	3
	Lighting occupancy sensors	3
Plumbing Systems	Domestic water heaters	5
	Thermostatic mixing valves	5
Irrigation	Irrigation Controllers	2

A. Levels Defined:

Level 1 - The CxA will periodically observe and inspect the installation of equipment and systems and review project documentation (test reports) to verify operational requirements meet the contract documents.

Level 2 - The CxA will periodically observe and inspect the installation of equipment and systems and review project documentation (test reports). The CxA may spot check some of the system functions verify operational requirements are met.

Level 3 - The CxA will periodically observe and inspect the installation of equipment and systems and review project documentation (test reports) and will witness contractor performance testing of the system. Contractor shall test up to 20% of the system to prove operational requirements are met. The test sections shall be chosen at random by the CxA. Failure of any test section shall require retesting of that section and an additional test section equivalent in scope.

Level 4 - The CxA will periodically observe and inspect the installation of equipment and systems and review project documentation (test reports) and will witness contractor performance testing of the system. Contractor shall test up to 50% of the

1 system to prove operational requirements are met. The test sections shall be chosen at
2 random by the CxA. Failure of any test section shall require retesting of that section
3 and an additional test section equivalent in scope.
4

5 Level 5 - The CxA will periodically observe and inspect the installation of equipment
6 and systems and review project documentation (test reports) and will witness
7 contractor performance testing of the system. Contractor shall test up to 100% of the
8 system to prove operational requirements are met. The test sections shall be chosen at
9 random by the CxA. Failure of any test section shall require retesting of that section
10 and an additional test section equivalent in scope.
11

12 3.07 METHODS OF TESTING

13 A. HVAC&R Systems

- 14 1. Contractor will demonstrate to the CxA that the operation of each system through all
15 modes, alarms, and operating parameters meet the project specifications.
- 16 2. The TAB contractor will re-measure up to 25% of the final TAB Report for the CxA
17 to observe. The points to be verified will be selected by the CxA.
18

19 B. Building Management System

- 20 1. The Controls contractor will re-measure some of the points for the CxA to observe that
21 the calibration is correct. The points to be verified will be selected by the CxA.
22
- 23 2. All the user graphics interfaces and displayed operating points will be demonstrated
24 for the CxA by the contractor.
- 25 3. Controls contractor shall manipulate the system to demonstrate that it performs all the
26 specified modes of operation.
- 27 4. Points selected by the CxA will be trended by the Controls Contractor to verify
28 control operation and response.
29

30 C. Building Envelope

- 31 1. Specified building enclosure systems installation and testing is defined in each
32 applicable specification section. Specified installation and testing may include but
33 not limited to the following installation and testing standards:
34
- 35 a. Vapor Barrier Installation – ASTM E1643 – Standard Practice for Selection,
36 Design, Installation and Inspection of Water Vapor Retarders Used in Contact
37 with Earth or Granular Fill Under Concrete Slabs.
- 38 b. Insulation Installation Inspection – ASTM C1060-90 – Standard Practice for
39 Thermographic Inspection of Insulation Installations in Envelope Cavities of
40 Frame Buildings.
41
42
43
44
45
46
47
48

- c. Windows and Curtain Wall Installation – ASTM E1105 – Standard Test Method for Field Determination of Water Penetration of Installed Window, Skylights, Doors and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference.
 - d. Dissimilar Enclosure Material Intersections – AAMA 501.2 – Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls and Sloped Glazing Systems.
 - e. Exterior Sealants – ASTM C1193 – Standard Guide for Use of Joint Sealants, Appendix X1 – Method A, Field Applied Sealant Joint Hand Pull Tab.
 - f. Horizontal Waterproofing Installation – ASTM D 5957 – Standard Guide for Flood Testing Horizontal Waterproofing Installations.
2. Copies of any required enclosure testing and test plans will be submitted to CxA for review and comment prior to performing any tests.
 3. CxA will be notified 14 days prior to any scheduled building enclosure field tests allowing time for CxA to witness field tests, as required.
- D. Electrical Systems
1. Upon completion of the lighting control installation and contractor testing the CxA will verify the performance of the system by witnessing its operation.
 2. Upon completion of the uninterruptible power supply and contractor pretesting, the CxA will witness a Contractor test to verify complete system power loss and verify proper power provision of critical systems.
- E. Plumbing
1. Domestic hot water will be tested by the CxA by measuring the hot water temperature at a percentage of the fixtures along with the time it takes to reach that temperature.
 2. After receipt of completed prefunctional checklists and manufacturer's authorized start-up reports, the CxA will test the shops, dental compressed air and vacuum systems for proper operation.
- F. Irrigation
1. The CxA will witness the contractor demonstration of the irrigation controller.
 2. The CxA will witness, verify and note the sequence of operation and timing of sequences.

1 EXHIBIT E

2
3 INSURANCE REQUIREMENTS

4
5 Section I. Insurance.

6 The Entity shall obtain, and maintain during the entire Lease Term, and for any extended length of time
7 identified under these requirements, all insurance required by Sections III and IV; Entity shall obtain, and
8 maintain during the entire construction phase of Phase II of the Facilities Lease, all insurance required by
9 Section VI. Certificates of Insurance and required endorsements, including but not limited to Additional
10 Insured Endorsements and Waivers of Subrogation in favor of the District, the Architect, the Construction
11 Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents,
12 employees and volunteers (herein after collectively referred to as "Additional Insureds"), **shall be**
13 **delivered to the District a) within five (5) days of execution of the Facilities Lease by the District for**
14 **insurance required by Sections III and IV and b) within five (5) days of issuance of the Notice to**
15 **Proceed with Phase II for insurance required by Section VI. The Entity shall not commence work**
16 **until all required insurance documentation has been submitted to and accepted by the District.** If the
17 District requests copies of the Insurance Policy or Policies, the Entity agrees to provide certified copies
18 within 30 days of the District's request.

19
20 Every policy shall be endorsed or shall provide in the policy form to state that the policy shall not be
21 canceled, materially reduced, or non-renewed without thirty (30) days prior written notice to District (ten
22 [10] days for non-payment of premium).

23
24 Failure of Entity to maintain all required insurance as required during the Lease Term shall constitute a
25 default entitling the District to all rights and remedies that exist under this Agreement and/or by law.

26
27 The insurance required in this agreement shall be with carriers, on forms, and in amounts acceptable to the
28 District and shall be subject to the approval of the District. Any acceptance of insurance certificates by the
29 District, however, shall in no way limit or relieve the Entity of duties and responsibilities in this agreement.

30
31 Section II. Effective Date of Policies.

32 The insurance required by Sections III and IV of this Exhibit shall be maintained by the Entity in full force
33 and effect at all times during prosecution of the work and, in regards to the insurance required by Section IV,
34 for the period of time the District may be held liable for the Entity's work; evidence of such will be provided
35 to the District for a period of time no less than five (5) years after the final completion and acceptance thereof
36 by District. This requirement includes, but is not limited to, Entity's obligation to maintain Products &
37 Completed Operations coverage for itself and the Additional Insureds. The insurance required by Section VI
38 of this Exhibit (Builder's Risk) shall be maintained by the Entity in full force and effect from the time of
39 Notice to Proceed with Phase II of the work until acceptance of the Project by the District.

40
41 Section III. Workers' Compensation and Employers' Liability Insurance.

42 In accordance with the provisions of Section 3700 of the Labor Code, the Entity, and each Subcontractor,
43 shall secure the payment of compensation to its employees. The Entity and each Subcontractor shall provide
44 Workers' Compensation insurance and occupational disease insurance, as required by law, and Employer's
45 Liability insurance with minimum limits of \$1,000,000 covering all workplaces involved in the
46 Construction Documents.

The Entity shall sign and file with the District the following certificate on the form provided by the District:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

The Entity shall require each Subcontractor to file such statement prior to allowing that Subcontractor to commence Work.

The Entity shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. The certificate shall provide that at least thirty (30) days' prior written notice (ten [10] days for non-payment of premium) shall be served on District prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also include an endorsement evidencing that the insurer shall waive all rights of subrogation against the District, the Architect, the Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers. Such insurance shall be delivered to the District Representative within five (5) days of being notified of the intent to award the Contract, and before the District will execute the Facilities Lease.

With the exception of insurance provided by The State Compensation Insurance Fund of California, insurance is to be placed with insurers approved by the State of California Department of Insurance or otherwise authorized to transact insurance business in California and with a Bests' rating of no less than A-VII.

Any deductibles or self-insured retentions must be declared to and approved by the District.

Section IV. Liability Insurance.

Insurance is to be placed with insurers approved by the State of California Department of Insurance to transact insurance business in California and with a Bests' rating of no less than A-VII.

A. The Entity shall procure and maintain insurance on all of their operations with insurance companies and on forms acceptable to District for the following minimum insurance coverages:

1. **Commercial General Liability** Occurrence form insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Entity, not excluding coverage for:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Contractual Liability insuring the obligations assumed by the Entity in this agreement or Blanket Contractual Liability Coverage
 - d. Broad Form Property Damage (including Completed Operations)
 - e. Explosion, Collapse, Subsidence, and Underground Hazards
 - f. Personal Injury Liability

Commercial General Liability Limits shall not be less than:

\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury & Property Damage)
\$2,000,000 Personal Injury Liability Each Occurrence
\$4,000,000 Aggregate for Products and Completed Operations

\$4,000,000 General Aggregate

The required General Liability limits must be present on the primary General Liability policy and cannot be met with Umbrella policy limits.

2. **Commercial Automobile Liability** insurance policy (ISO CA 00 01 or equivalent) covering Bodily Injury, Property Damage and Contractual Liability coverage for “Any Auto” (Symbol 1) which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with combined single limit of not less than \$1,000,000. The District and the “Additional Insured” entities shall be named as additional insureds on a primary and non-contributory basis, with subrogation rights waived against each.
 3. **Umbrella Policy** The Entity shall have in place an Umbrella Policy in the amount of **\$20,000,000**. The policy shall be “Following Form” in excess of the above captioned policies and Workers’ Compensation Employer’s Liability. Evidence of this coverage shall be provided on the certificate of insurance.
 4. **Professional Liability** Should any work in the Entity’s contract contain any element of design or any professional element that would not otherwise be covered under Entity’s General Liability policy, Entity shall obtain at its own expense Professional Liability (Errors & Omissions) coverage to protect, defend, and hold harmless the District and its officers, officials, directors, trustees, agents, employees and volunteers from all claims arising out of the professional services provided by the Entity under the Contract Documents. Entity’s policy shall have limits of not less than \$5,000,000 and shall agree to waive all rights of subrogation against the District and the “Additional Insured” entities designated in this contract. Entity shall maintain coverage for this policy and retroactive dates that will continue coverage for a period of at least five years from the completion of the project. The District may require higher limits by written request.
 5. **Pollution Liability** Should any work include any elements that may give rise to a Pollution claim, the Entity shall be required to carry Pollution Liability coverage with limits no less than \$5,000,000 per pollution event. The District may require higher limits by written request. The policy shall be endorsed to include by name the “Additional Insureds,” as defined by Section I, as additional insureds and shall include a waiver of subrogation endorsement in favor of the “Additional Insureds.”
- B. Additional coverages and/or limits may be required in the Facilities Lease. If the Facilities Lease requires limits of General Liability and Automobile Liability insurance exceeding those stated above, the Entity shall carry Umbrella Liability insurance providing excess coverage at least as broad as the underlying coverage with a limit equal to the amount stated in the Facilities Lease.
- C. Should Entity or any of its Subcontractors or Consultants maintain broader coverage and/or limits than those listed in this contract, those limits/coverages are hereby required and shall be made available to the District.
- D. The following terms shall be included in the General Liability and Auto Liability insurance, either within the policy or by endorsement:

1. General Liability policy shall be endorsed to include by name “Additional Insureds,” as defined by Section I., as additional insureds (the General Liability endorsement shall be at least as broad as ISO form CG 20 10 11 85), and shall provide coverage for Ongoing Operations as well as Products & Completed Operations for the period of time the “Additional Insureds” may be held liable for the Entity’s work, and shall state that these policies are primary and that any Insurance, Self Insurance or Memorandum of Liability Coverage (MDLC) maintained by District shall be in excess of the Entity’s insurance and shall not be called upon to contribute to any loss. Evidence of such shall be provided to the District for a period of time no less than ten (10) years after completion of the project.
2. Except with respect to bodily injury and property damage included within the Products and Completed Operations hazards, the aggregate limit, where applicable, shall apply separately to the project under this subcontract.
3. All liability insurance shall be written on an “occurrence” basis and defense costs shall be outside the policy limits of liability. Modified Occurrence policies and sunset-type clauses shall not be accepted.
4. The Commercial Auto Policy shall include the District and the “Additional Insured” entities as additional insureds on a primary and non-contributory basis, with subrogation rights waived against each.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the “Additional Insureds.”
6. General Liability Coverage shall state that the Entity’s insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and shall contain a severability of interest/cross liability clause to the effect that each Insured and Additional Insured is covered as if separate policies had been issued to each.
7. The insurer(s) issuing the required General Liability and Auto Liability policies shall, by separate endorsement, agree to waive all rights of subrogation against the “Additional Insureds.” The General Liability waiver of subrogation must apply to both ongoing operations and completed operations.
8. The policy must provide, by policy provisions or endorsement, that it shall not be canceled, suspended, voided, materially changed or any renewal or replacement policy be changed without thirty (30) days’ prior written notice to the District (ten [10] for non-payment of premium). Evidence of such must be provided to the District.
9. The Contractual Liability coverage may be either on a blanket basis or a policy which specifically identifies this Agreement with a contractual liability endorsement.
10. Any deductibles or self-insured retentions must be declared to and approved by the District which amounts shall be no greater than \$50,000. Any and all deductibles or self-insurance retentions in the above described liability insurance policies shall be assumed by and be for the account of, and at the sole risk of the Entity.

11. All policies and endorsements are subject to approval at the sole discretion of the District.
Endorsements with expiration dates will not be accepted.

Section V. Subcontractor's Insurance.

With the exception of policy limits as outlined in this Section, the Entity shall require each and every Subcontractor to maintain insurance coverages commensurate to that which is required of the Entity per Sections I, II, III, and IV of this Exhibit, and shall incorporate this Exhibit E into each subcontract. This includes, but is not limited to, the Additional Insured and Waiver of Subrogation provisions.

Subcontractors must carry General Liability limits no less than as outlined below:

General Liability:

\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury & Property Damage)

\$1,000,000 Personal Injury Liability Each Occurrence

\$2,000,000 Aggregate for Products and Completed Operations

\$2,000,000 General Aggregate

Commercial Automobile Liability: \$1,000,000 Combined Single Limit

Employers Liability: \$1,000,000

Umbrella Policy: \$1,000,000

Any Subcontractors with any design-element to their work must provide evidence of Professional Liability insurance in an amount no less than \$2,000,000 per claim; such policies shall contain a waiver of subrogation in favor of the District and the "Additional Insured" entities.

Should Subcontractor's work include any elements that may give rise to a Pollution claim, Subcontractor shall be required to carry Pollution Liability coverage with limits of at least \$2,000,000 per pollution event. The District may require higher limits by written request. The policy shall be endorsed to include by name the "Additional Insureds," as defined by Section I, as additional insureds and shall include a waiver of subrogation endorsement in favor of the "Additional Insureds."

Should any Subcontractor maintain broader coverage and/or limits than those listed in this contract, those limits/coverages are hereby required and shall be made available to the District.

The Entity shall not allow any Subcontractor to commence work on its Subcontract until the Subcontractor has provided Entity with Certificates of Insurance and applicable endorsements as well as the signed statement acknowledging compliance with Section 3700 of the Labor Code, as required in Section III. It shall be the responsibility of the Entity to ensure that all Subcontractors comply with this provision, and to verify their compliance when requested by the District.

If requested by the District, the Entity shall deliver certificates of insurance or copies of the insurance policies and endorsements of all Subcontractors; provided, however, that this authority shall not relieve the Entity of its obligation to ascertain the existence of such insurance.

Section VI. Builder's Risk Insurance. The Entity shall, at its sole expense, purchase, maintain and keep in force at all times during the construction phase of the Facilities Lease Phase II term, until the date of transfer

of the insurable interest to and acceptance by the District, a Builder's Risk Insurance (Property Insurance). Such insurance shall protect the District, the Contractor, Subcontractors, Sub-Subcontractors and Material Suppliers at every tier, as their interests may appear, from loss or damage to work in the course of construction. Property insurance shall be on a "Special Form" or equivalent policy and shall not exclude the perils of fire (with extended coverage) and physical loss or damage not excluding theft, vandalism, malicious mischief, collapse, earthquake (including full coverage for all losses caused by "Acts of God," as defined by California Public Contract Code section 7105), flood, windstorm, falsework, mechanical breakdown or electrical damage including testing and startup, magnetic disturbance, changes in temperature or humidity, temporary buildings, loss that ensues from defective material or workmanship, explosion, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the District's Representative's, Architect's, Construction Manager's, other District Consultants' and Contractor's services and expenses required as a result of such insured loss in the amount of one hundred percent (100%) of the replacement cost of the Project.

A. The following terms shall apply to such coverage:

1. Coverage shall be written on a replacement cost, completed value, non-reporting form and shall cover the property against all risks of physical loss or damage required above.
2. The property covered shall include the work and improvements of the Project, including any materials, equipment or other items to be incorporated therein while the same are located at the construction Site, with reasonable sub-limits for materials stored offsite, or while in transit. The policy shall contain a provision that the Entity and the District are Named Insureds under this policy and that the Subcontractors, Sub-Subcontractors, and Material Suppliers at every tier are Named Insureds or Additional Insureds as their interest may appear. A loss insured under the Builder's Risk/Installation Floater policy shall be adjusted by the Entity as fiduciary and made payable to the Entity as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Entity shall pay Subcontractors their just shares of insurance proceeds received by the Entity, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.
3. When stated in the Facilities Lease, Builder's Risk insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Facilities Lease. Coverage shall include interest and/or principal payments that become due and payable by the District upon completion of Construction or other date as set forth in the Facilities Lease, debt service, expense, loss of earnings or rental income or other loss incurred by the District, without deduction, due to the failure of the Project being completed on schedule.
4. The maximum deductible for earth movement, Acts of God, and flood allowable under this policy shall not be more than five percent (5%) of the values in place at the time loss per occurrence. The maximum deductible for all other perils allowable under this policy shall be one hundred thousand dollars (\$100,000). All deductibles shall be borne solely by the Entity, and the District shall not be responsible to pay any deductible in whole or in part.

- 1 B. The insurer shall by separate endorsement or policy provisions agree to waive all rights of subrogation
2 against the District, the other "Additional Insureds," as defined by Section I., the Entity, Subcontractors,
3 Sub-Subcontractors, and Material Suppliers at every tier for losses covered by the policy. If the policies
4 of insurance referred to in this Section require an endorsement or consent of the insurance company to
5 provide for continued coverage where there is a waiver of subrogation, the owners of such policies will
6 cause them to be so endorsed to obtain such consent.
7
- 8 C. The Entity shall provide a copy of the Builder's Risk policy to the District for approval. Such policy
9 shall provide all the coverages required of this section as well as conform to the requirements of this
10 contract.
11
- 12 D. If not covered by Builder's Risk policy or any other property or equipment insurance required by the
13 Facilities Lease, the Entity shall, at its sole expense, purchase, maintain and keep in force at all times
14 during the term of the Facilities Lease property insurance for portions of the Entity's work and/or
15 equipment to be incorporated therein stored offsite or in transit.
16
- 17 E. The District shall maintain in effect during the term of this Lease, property insurance on all pre-existing
18 utilities, buildings, structures, paving, and equipment on the Site which are not part of the Construction
19 project.
20
21
22

Exhibit F General Conditions Costs



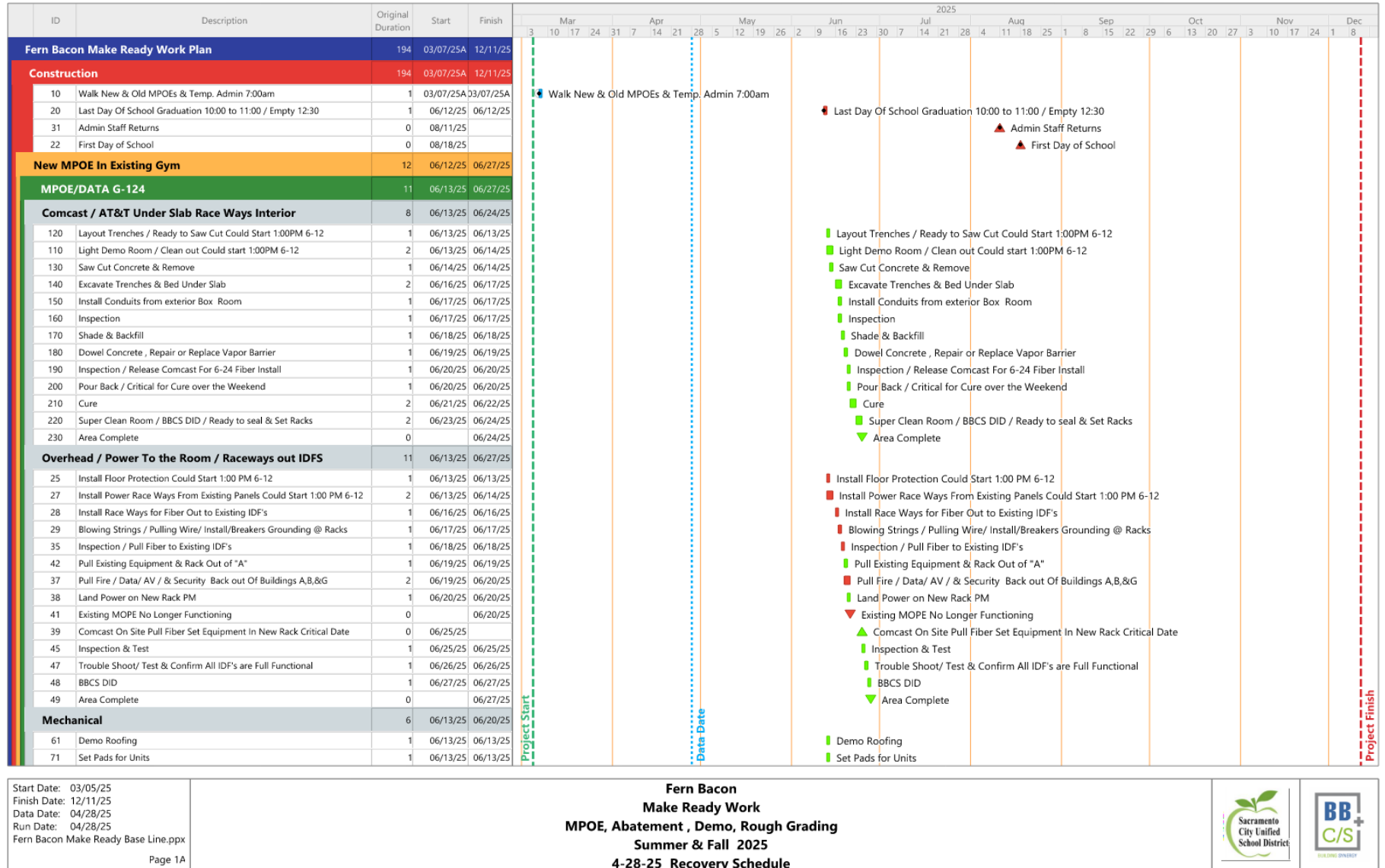
Balfour Beatty - Clark/Sullivan a Joint Venture Agreement
 Fern Bacon
 General Conditions: Inc. 1 TBR
 Last Updated: 4/23/2025
 Updated By: Aaron Croteau

DESCRIPTION	TOTAL	NOTES / COMMENTS
BBUS Company Owned Equipment	\$ 84,000.00	BBUS (Supt.&Assist. Supt)
BBUS Supt Vehicle Fuel	\$ 37,800.00	1.00 Refills per Week for 105 weeks @ 30 gallons
Office/Trailer Expense	\$ -	Direct Cost of Work per Appendix C-3
Office/Trailer Expense (IOR)	\$ -	Direct Cost of Work per Appendix C-3
Trailer Set-Up/Takedown	\$ -	Direct Cost of Work per Appendix C-3
Furniture	\$ -	Direct Cost of Work per Appendix C-3
Jobsite Toilets (Includes Trailer Waste Tank)	\$ -	Direct Cost of Work per Appendix C-3
Monthly Internet	\$ 9,600.00	StarLink
BBUS Mobile Phone	\$ 8,400.00	
Mobile Phone (Tablet)	\$ -	Direct Cost of Work per Appendix C-3
Computer Equip/Supplies	\$ -	Direct Cost of Work per Appendix C-3
Office/Trailer Supplies	\$ -	Direct Cost of Work per Appendix C-3
C/S SR PM Truck & Vehicle Fuel	\$ 24,000.00	C/S
C/S SR PM Cell Phones, Tablets, & Laptops	\$ 3,600.00	C/S
C/S ASST PM Truck & Vehicle Fuel	\$ 36,000.00	C/S
C/S ASST PM Cell Phones, Tablets, & Laptops	\$ 3,600.00	C/S
Postage/Shipping	\$ -	Direct Cost of Work per Appendix C-3
Printing/Reproduction	\$ -	Direct Cost of Work per Appendix C-3
Project Closeout	\$ -	Direct Cost of Work per Appendix C-3
Ceremony/Mtgs/Entertainment	\$ -	Direct Cost of Work per Appendix C-3
Small Tools	\$ 4,800.00	
Dumpsters	\$ -	Direct Cost of Work per Appendix C-3
Final Clean	\$ -	Direct Cost of Work per Appendix C-3
Temp Chain Link Fence	\$ -	Direct Cost of Work per Appendix C-3
Signs	\$ -	Direct Cost of Work per Appendix C-3
Safety Equip/Supplies	\$ 8,400.00	
Fire Extinguishers	\$ 5,400.00	
Office Supplies (Water, Staples orders)	\$ 3,600.00	
Temp Power Consumption	\$ -	Direct Cost of Work per Appendix C-3
Temp Water Consumption	\$ -	Direct Cost of Work per Appendix C-3
SWPPP Compliance	\$ -	Direct Cost of Work per Appendix C-3
Project Accountant	\$ 198,240.00	
Asst. Superintendent	\$ 372,278.00	
Estimator	\$ -	Included in Precon Service Number
Sr. Project Engineer	\$ 395,325.00	C/S Rene Barron
Sr. Project Superintendent	\$ 671,475.00	BBUS Bill Machado
Sr. Project Management	\$ 493,710.00	C/S Ying Lor
Executive Management	\$ 103,509.00	BBUS Aaron Croteau - Financial Compliance
Auto Allowance	\$ 28,608.00	BBUS Auto Allowance
Warranty Reserve	\$ -	Part of OH&P per Appendix C-3.
Lcp Tracker (.0135%) yr 1	\$ 12,690.00	
Lcp Tracker (.0135%) yr 2	\$ 12,690.00	
Textura	\$ 7,500.00	

General Conditions Total \$ 2,525,225.00

General Conditions Monthly Total \$ 105,218.00 Per RFP Monthly GC's \$105,000

EXHIBIT G CONSTRUCTION SCHEDULE



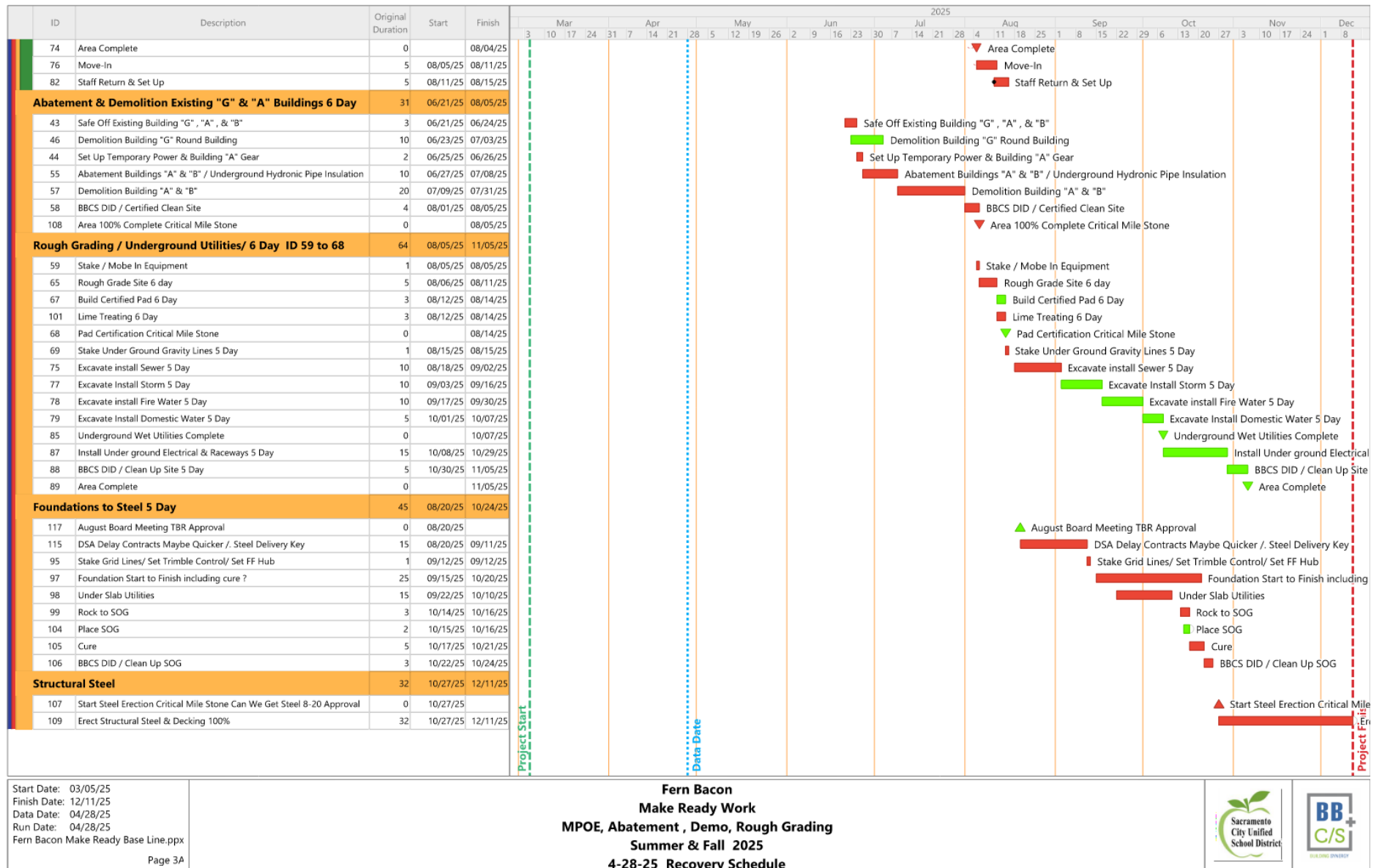


EXHIBIT H PRECONSTRUCTION SERVICES

A. Entity's General Duties and Status:

Entity covenants with the District to furnish Entity's best skill and judgment and to cooperate with any other consultants and any design professionals employed by the District in connection with the Project. Entity agrees to perform the Preconstruction Services in the best way and in the most expeditious and economical manner consistent with the interests of the District.

Entity shall supervise and direct the Preconstruction Services using its best skill and attention, and shall be responsible for coordinating all portions of its Preconstruction Services. Entity shall be responsible to the District for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the Preconstruction Services under a contract with Entity. Entity shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned to him or her.

Entity affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Entity and performance of the Preconstruction Services. In the event of change in either interests or services under this Agreement, Entity affirms that it will raise with the District any question regarding possible conflict of interest which may arise as a result of such change.

B. Items of Preconstruction Services:

1. Collaboration/Meetings: Entity, with Architect, shall jointly schedule and attend regular meetings with the District and the District's consultants. Entity shall collaborate with Architect, the District and the District's consultants regarding site use and improvements, and the selection of materials, building systems and equipment. Entity shall provide on-going review and recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, and possible economies. Entity also shall participate in developing a construction plan to address project risk and minimize disruptions to the District's educational programs at the Project site.

The recommendations and advice of Entity concerning design alternatives shall be subject to the review and approval of the District and the District's professional consultants. It is not Entity's responsibility to ascertain that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Entity recognizes, or should reasonably have recognized, that portions of the drawings and specifications are at variance therewith, Entity shall promptly notify Architect and the District in writing.

2. Site Investigation: Entity shall carefully examine the site at which the work will be performed and all of the documents included in the contract documents; perform all

reasonable investigations essential to a full understanding of the difficulties that may be encountered in performing the work; and acquaint itself through reasonable discovery with the conditions under which the work is to be performed, including, without limitation, local labor conditions, local weather patterns, restriction in access to and from the Project site, prior work performed by others on the Project, and obstructions and other conditions relevant to the work, the site of the work and its surroundings. With the exception of subsurface conditions or other conditions which qualify under the differing site condition clause, if any, Entity expressly assumes the risk of any variance between the actual conditions, either discovered or discoverable through reasonable investigation in the performance of Preconstruction Services hereunder, and the conditions shown or represented in the contract documents.

Notwithstanding the foregoing, Entity may need to perform site investigation to confirm utilities and other infrastructure impacted or incorporated into the design to confirm location and or condition at the District's discretion. Entity's fee includes an allowance of **\$100,000** to be used on a time and material basis for this site investigation to be used at the District's discretion. Any unused allowance amount will be returned to the District via a deductive amendment.

3. *Preliminary Construction Project Schedule and Preliminary Site Logistics Plan:* Entity shall prepare and update a preliminary Project schedule for the District's review and approval consistent with the timeline dates noted herein. The schedule shall provide for expeditious and practicable execution of the Project. As design proceeds, the preliminary Project schedule shall be updated as needed to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of the TBR and Lease Payment Schedule, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, and proposed date of final completion of the Project and any discrete portions of the Project (if different). Entity shall provide a detailed Construction CPM schedule that identifies the critical path within the construction phase. A minimum of two weeks of float for the District's use needs to be identified. In coordination with the detailed CPM schedule, the Entity shall provide site logistics plan(s) with areas/locations of work and durations by proposed phase.
4. *Preliminary Cost Estimates:* Entity shall provide estimating services as needed throughout development of the construction documents. Depending on the stage of document development, the scope and nature of the estimating services may change. Entity will be expected to provide estimating of portions of the work, systems being considered, details as they are developed, and other estimating exercises that the District, Architect and Entity deem advisable. Entity also will be required to provide detailed estimates of the Work at each design phase milestone based on the drawings and specifications received from the Architect, and shall set forth any assumptions or interpretations that Entity used in making the estimate. Entity also will be required to participate in estimate reconciliation meetings to review any discrepancies from the Architect's estimates.
5. *Value Engineering:* While providing its Preconstruction Services, Entity shall be continuously pursuing opportunities to create additional value by identifying options to reduce capital or life cycle cost, improve constructability and functionality, or

provide operational flexibility, while satisfying the District's programmatic needs. Entity shall develop value engineering proposals ("VEP") for the District's and Architect's approval for alternative systems, means, methods, finishes, equipment and the like that satisfy the general design criteria of the Project, but which result in savings of time or money in constructing or operating and maintaining the Project. Each VEP shall describe the proposed change, identify all aspects of the Project directly or indirectly affected by the change, specify the cost or time savings to be achieved if the VEP is accepted, and detail any anticipated effect on the Project's service life, economy of operation, ease of maintenance, appearance, design or safety standards. Formal VEP will be required of the Entity to be submitted for consideration as determined by the District's Representative.

6. Constructability Review of Construction Documents: During development of the plans and specifications, Entity shall continually review the design and construction documents for clarity, consistency, constructability and coordination among the design disciplines' drawings, the Project construction phases (if any), and the construction trades, and shall collaborate with Architect and the District in developing solutions to any identified issues.

Entity shall engage those subcontractors it deems necessary to participate in the constructability reviews. Regardless of whether Entity engages subcontractors, Entity shall remain fully responsible for the constructability reviews. This includes, unless excepted, the Entity's obligation during preconstruction services to use BIM modeling and complete constructability review to bring documents from level 300 to level 400 for constructability, clash detection, and pricing of the TBR.

A. BIM Review:

Within five (5) days following execution of the Facilities Lease, Entity shall provide to District for approval a schedule for BIM review, broken down into identifiable or defined modules, prior to DSA submittal. In accordance with the approved schedule, Entity shall communicate any questions or concerns regarding constructability, including any potential clashes detected, to Architect and shall raise any issues requiring discussion at the regular design meetings. At the time scheduled for completion of review of each module, Entity shall certify to the District that it has had a full and fair opportunity to fully evaluate the module or shall identify any additional review Entity concludes is necessary to perform prior to preparation of the TBR.

If, during construction, Entity proposes a change due to a conflict, then Entity shall have the burden to establish that such conflict could not reasonably have been identified during preconstruction BIM constructability review.

B. Constructability Review following DSA Submittal:

If Entity has not conducted constructability review, including BIM review, prior to submittal to DSA then, no later than three (3) weeks after submission of construction documents to DSA for approval, Entity shall commence a formal, documented constructability review. The formal constructability review shall be completed within two (2) weeks so that the comments therein can be evaluated and incorporated as appropriate prior to DSA approval. Entity shall

also perform a “back-check” prior to DSA approval to ensure the design team has addressed the review comments. The purpose of all of Entity’s constructability reviews, including those before submission of the construction documents to DSA for approval and the formal constructability review(s), is to determine that the design comprises complete, accurate and fully coordinated drawings and specifications for construction, and thereby reduce the risk of disruption, delay, change orders and potential claims. Entity will focus on accuracy, completeness, sequencing and coordination. Entity’s reviews also will seek out alternative construction materials and systems that may result in a cost or time savings to the District. The results of the reviews shall be provided in writing and as notations on the construction documents. Nothing in the contract documents shall relieve the Architect and the other design professionals from their obligation to perform their services and design the Project in accordance with the terms of their respective contracts and the applicable standard of care, and final decision on all such cost or time saving reviews shall be with the District and/or its separately retained construction management or design consultants.

7. Development of Total Base Rent. Entity shall prepare a plan to develop the TBR, including without limitation a bidding approach and schedule to obtain competitive bids from potential subcontractors and suppliers, and submit the plan to the District for approval sufficiently prior to DSA approval to allow for District review and comment and any revision by the time DSA approval is secured. The plan shall include at least the following elements:

a. Entity shall seek to develop subcontractor interest in the Project and shall collaborate with the District and Architect to develop a list of possible subcontractors, including suppliers, from whom bids will be requested for each principal portion of the work;

b. Entity shall prepare bid packages for the complete scope of work for all trades that will be subcontracted, other than those for which a subcontractor or supplier was listed in Entity’s Proposal;

c. Entity shall provide public notice (under the District’s public works notice procedures) of availability of work to be subcontracted, including a fixed date and time on which qualifications statements, bids, or proposals will be due. Entity will submit a copy of the bid advertisement and any addenda affecting the bid date to the District;

d. Entity shall establish reasonable qualification and selection criteria and standards, and state such criteria in its solicitation documents;

e. Entity shall require prequalification if required by law or by the District. Mechanical, electrical, and plumbing subcontractors (those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46) must be prequalified prior to submitting bids for the Project. Entity shall work with the District in prequalifying such subcontractors, using the District’s standard Prequalification Questionnaire and uniform rating system;

f. Entity shall require all potential subcontractors, truckers and any suppliers and/or vendors subject to California's prevailing wage laws to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of bidding;

g. If Entity plans to self-perform any work, Entity must submit a sealed bid directly to the District a minimum of 48 hours in advance of the bid due date for the subcontractors; the cumulative amount of self-perform work not required to be blind bid is \$50,000;

h. The District has a local business participation goal of 20% of the direct cost of construction being performed by contractors within the District boundary, which goal must be noted in the solicitation document. Entity shall address its plan to achieve this goal and shall follow this plan during preconstruction services. Bids must identify associated zip codes for location of business address and business owner home address to identify such local subcontractors and suppliers;

i. DVBE outreach is required and goal of 3% must be noted in the solicitation document. Entity shall address its plan to achieve this goal in its bid and shall follow this plan during preconstruction services;

j. Entity shall specify how it will determine that the subcontractor or supplier has the financial resources, qualifications, and experience to complete the work for which it is proposed;

k. Entity shall propose award of subcontracts in accordance with the following competitive selection processes:

- i. For work that has a value of \$5000 or more but less than one-half of one percent of the construction price that is subcontracted, a minimum of three bids is expected for each trade. Such bids may be solicited through informal bidding and contracts awarded based on low bid or best value. The LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda.
- ii. For work that has a value equal to or greater than one-half of one percent of the construction price that is subcontracted, the competitive sub-bid selection process (i) will require advertisement in accordance with that required of the District, fixing a date on which qualifications, bids or proposals are due; (ii) will permit selection and award of subcontracts on either a best value basis or to the lowest responsible bidder; and (iii), if a best value basis will be used, establish in the solicitation reasonable qualification criteria and standards. The Entity shall will provide the District with a copy of their bid advertisement and subsequent addenda. Subcontractors awarded construction subcontracts under this process shall be afforded all protections of the Subletting and

Subcontracting Fair Practices Act (commencing with Section 4100
of the California Public Contract Code.

l. District shall have the right to review the proposed subcontractors and to object to or reject any proposed subcontractor or supplier;

m. For any work not required to be bid, Entity shall provide a detailed estimate of the cost of the work, including documentation sufficient to support that the price is reasonable;

n. Entity shall propose a TBR, which shall be the sum of the i) general conditions cost as bid, ii) the cost of any actual construction work performed by Entity's own forces, iii) the cost of all subcontract bids, iv) Entity's fee, as bid, v) costs of bonds and insurance, vi) contingencies and allowances, and vii) financing costs.

o. Entity shall develop a final price proposal to include the written rationale for the price and objectively-verifiable documentation of its costs to perform the construction work under the Facilities Lease. The documentation shall include:

- A written evaluation for each of the portions of work, including a summary of the bids received, the actual bid proposals, and identify the subcontract bidder(s) that Entity recommends;
- For any DVBEs listed in the proposal, documentation supporting the DVBE's price, including a written rationale explaining why the price is reasonable;
- A list of the drawings and specifications, including all addenda, that were used in preparation of the price proposal;
- "Good Faith Efforts" documentation to reflect DVBE outreach (by the Entity and its selected subcontractors) if the 3% DVBE participation goal is not met (see Attachment 1 hereto);
- The proposed TBR broken down by element comprising the TBR, including a statement of the estimated cost and a schedule of values organized by trade categories;
- A list of the clarifications and assumptions made by Entity in preparing the final proposed TBR to supplement the information contained in the drawings and specifications;
- The date of commencement and the date of completion upon which the proposed TBR is based;
- A list of allowances and a statement of their basis; and
- A detailed cost breakdown of all general conditions and jobsite management expenses included in the TBR.

p. Entity in coordination with the District Representative shall develop a proposed Lease Payment Schedule based on its proposed TBR.

Entity shall meet with the District and Architect to review the final price proposal, proposed TBR, and proposed Lease Payment Schedule and the written statement of its basis. If the District or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify Entity, who shall make appropriate adjustments to the documentation.

Entity shall be present at the Board meeting at which the TBR and Lease Payment Schedule is proposed for approval and be available to answer any Board questions regarding the TBR or Lease Payment Schedule. The cost of any revisions to the proposed TBR or Lease Payment Schedule or supporting documentation or analysis required by the Board as a condition of approval of Phase II of the Work is included in Preconstruction Services.

8. Long Lead Time Items: Entity shall recommend to the District and Architect a schedule for procurement of any long-lead time items which will constitute part of the work as required to meet the Project schedule. If such long-lead time items are procured by the District, they shall be procured on terms and conditions acceptable to Entity. [The District will add an allowance for procurement of long-lead time items by an Amendment during Preconstruction, subject to approval of the District prior to purchase of such items.] Upon Notice to Proceed with Phase II of the Work, all contracts for such items shall be assigned by the District to Entity, who shall accept responsibility for such items as if procured by Entity. Entity shall expedite the delivery of long-lead time items to ensure delivery and installation to meet the scheduled completion date.

C. Term, Progress and Completion:

Time is of the essence. The District desires to submit the construction documents to DSA no later than **December 2024**. DSA approval is estimated to occur no later than end of **April 2025**, followed by development and approval of the Total Base Rent and Lease Payment Schedule, which is anticipated to require approximately eight weeks. The District desires to submit the proposed Total Base Rent and Lease Payment Schedule to the Board for approval no later than the meeting scheduled for **June 5, 2025**. Entity shall perform all of its Preconstruction Services consistent with these timelines.

D. Compensation:

The District shall compensate Entity for performing the Preconstruction Services as follows: the fixed fee of **\$107,000.00**, divided as follows among the required preconstruction services:

	ITEM Description	Amount
1	Proposed Preconstruction Services Fee – Collaboration/Meetings	\$1,000
2	Proposed Preconstruction Services Fee – Site Investigation Allowance	\$100,000
3	Proposed Preconstruction Services Fee – Preliminary Construction Project Schedule and	\$1,000

	Preliminary Site Logistics Plan	
4	Proposed Preconstruction Services Fee – Preliminary Cost Estimates	\$1,000
5	Proposed Preconstruction Services Fee – Value Engineering	\$1,000
6	Proposed Preconstruction Services Fee – Constructability Review of Construction Documents (including BIM).	\$1,000
7	Proposed Preconstruction Services Fee – Development of Total Base Rent	\$1,000
8	Proposed Preconstruction Services Fee – Assessment of Long Lead Time Items (Does not include Allowance; to be added via Amendment during Preconstruction)	\$1,000
9	Total for Preconstruction Services (Rows 1-8)	\$107,000

Entity shall submit an invoice monthly to the District for the fee, itemized by percentage of completion for the different tasks identified above, and the expenses incurred for the billing period. No expenses above those included above in the fixed fee amount are to be charged to the District or will be allowable. The District shall pay Entity one hundred percent of the approved invoiced amount within thirty (30) calendar days of the District's receipt of the invoice.

The District may withhold, or on account of subsequently-discovered evidence nullify, the whole or a part of any payment as may be necessary to protect the District from loss, including costs and attorneys' fees, which may arise for reasons including, but not limited to, the following: 1) defective or deficient work not remedied; 2) failure of Entity to make payments properly to its employees or subcontractors; 3) a reasonable doubt that the Preconstruction Services can be completed for the then-unpaid balance of the contract price; 4) failure to achieve sufficient progress with the Preconstruction Services such that Entity is unlikely to achieve timely completion; or 5) failure of Entity to provide required certificates of insurance.

If the District adds Preconstruction Services by change order, the following rates shall apply to such additional work, unless otherwise agreed by the Entity and the District:

Classification	Rates
Pre-Construction Manager	\$245
Senior Estimator	\$220
Estimator/Buyer	\$137
MEP Manager	\$170
Administrative Asst.	\$90
Project Manager	\$200
Graphics Specialist	\$115
Project Engineer	\$120
VDC Manager	\$200

Detailer	\$200
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E. Changes/Extra Work:

The District may order changes in the Preconstruction Services within the general scope thereof, consisting of additions, deletions, or other revisions. The compensation stated above shall be adjusted accordingly, which may or may not include an extension of the time for performance. All such changes in the Preconstruction Services, including changes in the compensation and/or time for performance, shall be authorized only by written change order, signed by the District. If Entity claims that performance of any work entitles it to additional compensation or affects the time for performance of the Preconstruction Services, Entity shall provide written notice to the District of any such claim prior to undertaking such work. If the District refuses to issue a change order for such work, Entity shall perform that work and shall submit a complete and specific claim for additional compensation or extension of the time for performance within ten (10) days after such work is performed. Failure to provide written notice of claim prior to undertaking such work, or failure to submit timely a complete and specific claim for additional compensation or extension of the time for performance, shall be deemed a waiver and abandonment of any such claim. No claim, dispute or controversy shall interfere with the progress or performance of the Preconstruction Services, and Entity shall proceed with the Preconstruction Services as directed by the District. Failure to so proceed shall be a default.

F. Dispute Resolution:

Initially, and promptly after identification of a claim or dispute, the District's and Entity's project managers shall meet face-to-face to review and consider the claim or dispute. If the District's and Entity's project managers are unable to resolve the claim or dispute, a senior representative from the District and a senior representative from Entity each shall review the matter in detail, and then shall meet face-to-face as soon as practicable to discuss and resolve the matter. If the senior representatives are unable to resolve the matter, then the parties agree to submit the dispute to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

G. Fingerprinting:

The District shall, pursuant to Education Code section 45125.1 and District policy and guidelines, determine whether fingerprinting is required of Entity or its employees for purposes of performing Preconstruction Services. If such fingerprinting is required, then the Entity shall comply with fingerprinting requirements stated in Exhibit D, General Construction Terms and Conditions, prior to performing any Preconstruction Services for which fingerprinting is required.

EXHIBIT I

Monthly Skilled and Trained Workforce Report

Public Contract Code § 2602

Unless the [Lease-Leaseback] Entity is exempt, the following report must be provided to the District's Board by the Entity for itself and all subcontractors of every tier, on a monthly basis while the Project is being performed. Receipt of this report is a condition on entitlement to payments under the contract, and, as mandated by Public Contract Code section 2602(b), the District must immediately cease making contract payments if a compliant report is not provided, or if the report is incomplete, until a complete, compliant report is submitted. If the report is incomplete due to the failure of a subcontractor to provide a report, then the District will withhold only an amount equal to 150% of the value of the monthly work for the subcontractor(s) for which no information is provided.

Project Name_____

Reporting Month: _____, 20____

PRIME CONTRACTOR AND ALL TRADE/ SUBCONTRACTORS (all tiers) (if a contractor performs work in multiple apprenticeable occupations, list each on a separate line)	LICENSE NUMBER	< 10 HOURS WORKED BY JOURNEY- PERSONS? (Y) OR (N)	COMPLIANCE BY HOURS OR PERCENT OF WORKFORCE? (H) OR (%)	FOR EACH TRADE, THE PERCENTAGE OF SKILLED JOURNEYPerson WORK OR HOURS WORKED BY GRADUATES OF AN APPROVED APPRENTICESHIP PROGRAM ¹ (This Month / Cumulative Project Total)
				/
				/
				/
				/
				/

Note: To calculate monthly percentage **by hours**, divide the contractor's total graduate-

¹ For most trades, the minimum is 50% in 2019 and 60% in 2020 and thereafter. For the following trades, the requirement is 30%: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher. Teamsters are not subject to the requirement.

journey person hours for the month (per occupation) by the contractor's total journey person hours in the occupation on the project that month. To calculate cumulative percentages **by hours**, divide the contractor's total graduate-journey person hours of work on the project (per occupation) by the contractor's total journey person hours in the occupation on the project. To calculate monthly percentages by **percent workforce**, divide the contractor's total number of graduate journey persons on the project (per occupation) that month by the contractor's total number of journey persons in the occupation on the project that month. To calculate cumulative percentages by **percent workforce**, add the contractor's number of graduate journey persons on the project (per occupation) used for each month's report and divide by the sum of the contractor's total number of journey persons per occupation used for each month's report. For example, if a contractor reported monthly journey persons as follows: 1/3, 2/4, 3/5, and 2/5, then the cumulative total would be 8/17 or 47%. The District may ask to review the calculation(s).

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, I certify that 1) **all** of the workers used on the Project in the past month were either a) skilled journey persons under Public Contract Code section 2601(e) or b) apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations; 2) submission of the above report is made in good faith; 3) that I have made reasonable investigation to verify the accuracy of data reported above; 4) that the information is accurate and complete to the best of my knowledge and belief; and 5) that I am duly authorized to certify the report on behalf of the company identified below. I acknowledge that submission of this report is an express condition on payment.

Dated: _____ Company _____

Signature _____

Title _____

This report is a public record under the California Public Records Act, Government Code sections 6250 et seq., and is open to public inspection.

EXPLANATION AND COMPLIANCE PLAN

If the above report shows that the required percentages were not met during the month for any contractor or trade, explain why the percentages were not met and how they will be met by the completion of construction. Pursuant to Public Contract Code section 2602, the District is required to withhold 150% of the value of the monthly billing of the contractor or a non-compliant subcontractor for any month in which they do not meet the requirements. The District will release withheld funds to the [Lease-Leaseback] Entity once an acceptable plan to achieve substantial compliance with the skilled and trained workforce requirement by the end of the project is provided to the District, with respect to the relevant apprenticeable occupation(s), **or** the non-compliant subcontractor is substituted in accordance with Public Contract Code section 4107.

Attachment 1
DVBE Good Faith Efforts Outreach Requirements

Definitions:

“Disabled Veteran Business Enterprise” (DVBE) means a business concern that is certified as a DVBE by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

“Entity” means the Lease-Leaseback Entity that will construct the Project.

“Participation Goal” or “Goal” means a numerically expressed DVBE objective that the Entity is required to make efforts to achieve in accordance with Section 17076.11 of the Education Code.

“Good Faith Efforts” means that the Entity took all necessary and reasonable steps to achieve the DVBE Participation Goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DVBE participation, even if they were not fully successful. Good Faith Efforts are further delineated below.

DVBE Certification:

In accordance with Education Code section 17076.11, this District has a Participation Goal for DVBEs of three percent (3%) per year. For any work performed by a DVBE subcontractor (including materials suppliers) to be counted toward meeting the DVBE Participation Goal, such business concern must possess current and valid certification as a DVBE through the OSDS. In addition, the work must conform to the most current regulations and requirements as published by the California Department of General Services (DGS) and/or OSDS.

A DVBE cannot self-certify. An OSDS certification letter or printout from the DGS certification website (<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>) verifying current DVBE status must be provided for each DVBE participating in the contract. The OSDS certification letter or website printout must be provided with the Proposal or during establishment of the Total Base Rent. The District will not give Entity DVBE credit for any DVBE for which Entity fails to provide the required status verification.

Good Faith Efforts

The Entity shall either commit to meeting the Participation Goal or demonstrate Good Faith Efforts to do so, as described below. All DVBEs for which the Entity is claiming credit (including the Entity itself if it is a DVBE) must be listed on the Subcontractor listing form and identified as DVBEs, even if the work to be performed is less than one-half of one percent (0.5%) of the bid amount, involves supply of materials, or is to be performed by a lower-tier subcontractor.

Although Good Faith Efforts have been eliminated from Public Contract Code sections 10115 *et seq.*, the District’s obligation is separately stated under Education Code section 17076.10, so the District may find Entity to have complied with the DVBE requirements if it establishes Good Faith Efforts. In order to establish Good Faith Efforts, Entity must demonstrate at least the following directly and/or through bidders for the subcontracts:

1. Select portions of the work for which to solicit DVBEs in order to increase the likelihood that the DVBE goals will be achieved. This may include breaking out contract work items into smaller units.
2. Search at least the OSDS DVBE database to identify DVBEs to solicit to perform the portions of work identified. Print the search results to include with the Good Faith Efforts documentation.
3. Advertise for DVBE participation in focus or trade publications reasonably expected to reach DVBEs in the region as early in the process as is practicable. Depending on the project and results, multiple advertisements may be appropriate. Generally, the first publication should occur no later than one week before bids are due, whichever is earlier. Submit a copy of the advertisement(s) with the Good Faith Efforts documentation.
4. Solicit interest from identified DVBEs (from the OSDS database or otherwise) as early in the bidding process as practicable to allow the DVBEs to respond to the solicitation and submit a timely bid. Solicitations may be by phone, fax, email, letter, or other reasonable means, but must be documented. Submit documentation of all outreach efforts with the Good Faith Efforts documentation. Include copies of all DVBE responses.
5. Follow up initial solicitations. Document all such efforts and DVBE responses as part of the Good Faith Efforts documentation.
6. Work with interested DVBEs, including providing adequate information about the project and portions of work available and negotiating in good faith with interested DVBEs to assist them with being able to bid. Document all such efforts with the Good Faith Efforts documentation.

Substitutions

Entity and its subcontractors must use the DVBE subcontractor(s) and/or supplier(s) proposed unless Entity requests and receives authorization to substitute from the District. A DVBE subcontractor or supplier shall be replaced by another DVBE if possible. At a minimum, any request for substitution must include:

- (1) The reason for the substitution, which shall be limited to the circumstances permitted under Public Contract Code section 4107(a).
- (2) The identity of the listed DVBE and the name, address, contractor number, and DIR registration number of the proposed replacement.
- (3) If a DVBE cannot be identified as a replacement, documentation of efforts to find available DVBEs.

The DVBE shall be given the rights afforded by Public Contract Code section 4107 prior to the District acting on a requested substitution.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED WHEN ADOPTING THE TOTAL BASE RENT MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES FOR DEFAULT.

END OF DOCUMENT

Fern Bacon MS Revitalization Project Contacts

A. PROJECT SURETY

Co-surety program with the following surety companies:

1. Travelers Casualty and Surety Company of America (lead surety)
2. Fidelity and Deposit Company of Maryland
3. Liberty Mutual Insurance Company

Surety Broker / Agent: Willis Towers Watson Southeast, Inc.
 29754 Network Place
 Chicago, IL 606731297
 Noah Pierce
 (704) 376-9161
Noah.Pierce@wtwco.com

B. PROJECT CONTACTS

NAME	TITLE	EMAIL	PHONE
Ted Foor (CS)	PRESIDENT- CA Operations	tfoor@clarksullivan.com	
Kyle Frandsen (BBC)	VICE PRESIDENT - Sacramento	kfrandsen@balfourbeattyus.com	
Larry Cabodi (CS) *	GEN. SUPERINTENDENT (PHASE 1)	lcabodi@clarksullivan.com	916-502-1865
Bill Machado (BBC) **	GEN. SUPERINTENDENT (PHASE 2)	bmachado@balfourbeattyus.com	916-316-1313
Cornell Gasaway (BBC)	ASST. SUPT.	cgasaway@balfourbeattyus.com	
Aaron Croteau (BBC)	PROJECT EXECUTIVE	acroteau@balfourbeattyus.com	
Ying Lor (CS)	PROJECT MANAGER	ylor@clarksullivan.com	916-918-9717
Rene Barron (CS)	SR. PROJECT ENGINEER	rbarron@clarksullivan.com	
Mary Gadson (BBC)	PROJECT ACCOUNTANT - Project Finance	mgadson@balfourbeattyus.com	

* Designates Site Safety Supervisor (June 2025 through August 2025)

** Designates Site Safety Supervisor (August 2025 through Contract Completion)



April 25, 2025

Sacramento City Unified School District
5735 47th Avenue, Sacramento CA 95824
Attn: Chris Ralston

**RE: RFP #478 Fern Bacon MS Campus Revitalization
Phase 1 Demo, Abatement, MPOE Relocation**

Dear Mr. Ralston,

Enclosed is Balfour Beatty/Clark Sullivan's GMP proposal for Phase 1 on the Fern Bacon MS Project. The JV team recommends awards to the contractor below for this scope of work.

02.41: Selective Demolition	JM Environmental, Inc.	DIR# 1000002409
26.00: MPOE Relocation	Collins Electric Company	DIR# 10000000184

BB/CS is requesting a contract amendment of \$3,246,643 for the GMP Phase 1 Package to the Facilities Lease Agreement dated December 19,2024.

Sincerely,

Aaron Croteau
Project Executive

CC: Kyle Frandsen
Ted Foor

SUBCONTRACTOR

Safety, Health, & Environmental Performance Requirements

Rev 23 – 6/21/2023



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DEFINITIONS

BB: Balfour Beatty

Competent Person: A competent person is defined as one who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary or dangerous to employees. The Competent Person has authority to impose prompt corrective measures to eliminate these hazards. [Competent Person Form](#)

Contract Documents: contract documents include the owner-contractor agreement, conditions of the contract, plans, drawings, specifications, addenda, modifications, and changes, together with any other items stipulated as being specifically included.

Employer: This terms shall have the same definition of subcontractor for the purpose of this document.

Experience Modification Rating (EMR): a number used by insurance companies to gauge the past cost of injuries and future chances of risk. The lower the EMR, the lower the worker compensation insurance premiums will be. An EMR of 1.0 is considered the industry average.

Incident: An event with an unfavorable or potentially unfavorable outcome. Incidents may consist of an injury, illness, utility strike, first aid injury, property damage, near miss, etc.

J/AHA: Job/Activity Hazard Analysis (a document used to create a safe work plan for **all activities** conducted by a subcontractor on a project)

Owner: An entity who has a contract between themselves and Balfour Beatty.

PTP: Pre-Task Plan (a document used to create a safe work plan for a subcontractor's **daily activity**)

Project: The premises owned by the Owner subject to construction as described in the contract between the Owner and Balfour Beatty.

Project Manager: The BB designated representative functioning as the Project Manager for this project site.

Qualified Person: A qualified person is defined as a person designated by the employer who by reason of training, experience and education has demonstrated the ability to solve and resolve problems and, when required, is properly licensed in accordance with federal, state, or local laws and regulations. [Qualified Person Form](#)

Risk Manager: The BB designated representative functioning as the Risk Manager for this project site.

SH&E: Safety, Health and Environmental

Subcontractor: This term applies to all Subcontractors (all-tiers), Vendors, or Suppliers performing work under contract with Balfour Beatty.

INTRODUCTION

This document outlines general and specific safety, health and environmental contractual requirements for this project. Subcontractors are responsible for ensuring their employees are properly trained to carry out the rules and procedures required by this document. Subcontractors and their tiers are required to take action to eliminate unsafe acts of workers and unsafe/unhealthy working conditions.

Compliance with the following are a contractual obligation of the Subcontractors working on this project:

- Federal, State, Local Laws and regulations
- American Society of Mechanical Engineers (ASME),
- American National Standards Institute (ANSI),
- American Society for Testing Materials (ASTM)
- Manufacturer's recommendations

Conflicts between requirements shall be resolved by adhering to the more stringent requirement.

EXECUTION

Contracts with BB will require the subcontractor and their lower tiers to comply with BB's SH&E policies, procedures, and applicable federal, state, and local laws. Failure to comply with contractual obligations may be grounds for termination of the contract. For subcontractors with an EMR over 1.24, additional requirements may be added to their contract.

When a Subcontractor is notified by the BB Project Management Team of any noncompliance with the provisions of the Contract, the Subcontractor shall IMMEDIATELY correct the unsafe act or condition. If the BB Project Management Team becomes aware of any condition that poses a serious or imminent danger to the health or safety of the public, owners and their representatives, or the Subcontractor's personnel, the Subcontractor will be notified verbally followed with written confirmation, and shall require immediate implementation of corrective action(s). Should the Subcontractor fail to comply promptly, the BB Project Management Team may stop all or any part of the work being performed. When, in the opinion of the BB Project Management Team, satisfactory corrective action has been taken to correct the unsafe act or condition, work may resume.

The Subcontractor shall not be allowed any extension of time or compensation for damages by reason of suspension of work. The Subcontractor shall insert this clause, with appropriate changes in the designation of the parties, in all Trade, Supplier, and Vendor Contracts. At no time shall the Subcontractor and their sub-tiers be relieved of the responsibility to be aware of and correct any unsafe actions and/or unsafe conditions. If the Subcontractor fails to take corrective action, the BB Project Management Team may direct the corrective action to be performed by a third party with the cost of such action being withheld from the next progress payment and deducted from the Subcontractor's subcontract. If the Subcontractor fails to submit the required SH&E submittals or any other required reports within the time specified within these documents, the BB Project Manager may retain an amount equal to ten percent (10%) of the estimated value of the work performed during the month from the next submitted Progress Payment, except that such retention shall not exceed \$10,000, nor be less than \$1,000.

RELATED DOCUMENTS

The Subcontractor is responsible for knowing and abiding by the appropriate sections of these and any other applicable regulations and/or specifications:

- OSHA General Industry Safety and Health Standards (29CFR1910)
- OSHA Construction Industry Standards (29CFR1926)
- Cal/OSHA, Title 8, Division 1, Chapter 4, Subchapter 7, General Industry Safety Orders
- Cal/OSHA Title 8, Division 1, Chapter 4, Subchapter 4, Construction and Electrical Safety Orders
- National Emission Standards for Hazardous Air Pollutants (40CFR61)
- Environmental Protection Agency Final Rule (40CFR761)
- State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ for the General Construction Permit
- Federal Standard 313A - Safety Data Sheets, Preparation and Submission
- Record Keeping Guidelines for Occupational Injuries and Illnesses
- American National Standards Institute (ANSI) A10.33 "Safety and Health Requirements for Multi-Employer Projects"
- Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation, Federal Highway Administration
- Procedure for conducting Pre-phase Planning, Job/Activity Hazard Analysis (JHA/AHA) and Pre-Task Plan (PTP) (See Figure 5)
- (ANSI)/Scaffold Shoring & Forming Institute SC 100-5/2005
- ASME B30.26-2004

- ASME standards that are applicable to the equipment or operations.
- ANSI standards that are applicable to the equipment or operations.
- ASTM standards that are applicable to the equipment, operations or testing criteria.

SH&E SUBMITTAL REQUIREMENTS

Fifteen (15) days prior to the start of onsite activities, the Subcontractor shall submit the required SH&E submittals to the BB Project Manager or their designee for acceptance. The submittals may be in either hard copy or digital format. As a reference, please see the attached "[Subcontractor SH&E Submittal Checklist.](#)" For reviewing purposes, the submittals shall be provided to BB in the following format/file structure:

Required SH&E Submittals

1. Injury and Illness Prevention Program (IIPP)

The Subcontractor's written Injury and Illness Prevention Program shall meet the requirements set forth in [CAL/OSHA Title 8, Chapter 4, Subchapter 7, Section 3202, Injury and Illness Prevention Program \(IIPP\), General Industry Safety Orders.](#)

2. Site-Specific Safety and Health Program

Each Subcontractor shall prepare and submit a Site-Specific Safety and Health Program applicable to the project. Compensation for preparing a site specific Safety, Health & Environmental Program and for conforming to the provisions therein shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made therefore.

The Site-Specific Safety and Health Program shall include at a minimum:

- Company Safety and Health Policy Statements which include Principal's Signature(s)
- Drug / Alcohol Free Workplace
- Injury / Illness/ Near Miss Incident / Utility Hit Reporting Procedures
- Emergency Procedures, Rescue, Evacuation, Injury Treatment Procedure, Medical Facilities name, location, and phone number(s)
- Code of Safe Work Practices (Subcontractors shall also comply with [BB's Code of Safe Work Practices](#))
- Fire Prevention
- Hazard Communication Program in accordance with the [Globally Harmonized System](#) requirements
- Hazard Recognition
- Fall Protection /Prevention Plan and Requirements
- Housekeeping / Orderliness
- Electrical Safety
- Lock-Out / Tag-Out (LOTO) Procedure
- Ladder / Scaffold Safety
- Hot Work Procedure
- Material Handling (Hoisting – Signaling, Rigging--Manual Personnel Lifting - Forklift)
- Personal Protective Equipment Requirements (PPE)
- Competent Person and/or Qualified Person Designation Acknowledgement Form
- Heat Illness Prevention Plan in compliance with CA Title 8 applicable regulations

When applicable, the Site-Specific Safety and Health Program shall also include:

- Confined Space Procedures
- Perimeter Guarding / Floor, Wall And Roof Openings

- Mobile Equipment Safety
- Signs, Barricades, Flagging
- Rigging /Signaling/ Crane Safety
- Trenching And Excavation Procedures
- Hazardous Material Handling
- Asbestos, Lead, Mold, etc. Abatement Issues
- Written Respiratory Protection Program
- Concrete pumping and placement safety procedures
- Tele-handler safety (forklift, aerial lifts, etc)
- Any other procedures specifically applicable to this project
- Storm Water Pollution Plan Program

3. Safety Data Sheets

The Subcontractor shall submit a current Safety Data Sheet (SDS) for any product that may contain harmful or hazardous materials or chemicals. The SDS shall be legible, not more than three (3) years old, or be accompanied by a letter from the manufacturer stating that the process and content have not changed. SDS's shall be made available to all employers on multi-employer work sites. SDS shall accompany Subcontractor's JHA/AHA where chemicals or hazardous substances may be used.

4. Job/Activity Hazard Analysis

The Subcontractor shall submit a Job/Activity Hazard Analysis (J/AHA) which covers all major work activities to be conducted by the Subcontractor on the project. The J/AHA shall be updated, amended, and re-submitted as necessary to be always current throughout the project. For a tutorial on J/AHAs, please click [HERE](#). Subcontractors may use their own [Job/Activity Hazard Analysis Form](#) if they meet or exceed BB's J/AHA form (see attachment).

As applicable, subcontractors must ensure that the following work activities are included on their J/AHA:

- Confined space work
- Work in excavations or trenches
- Work involving hazardous materials or chemicals
- Work on or near exposed, energized systems (ex. electrical, fluid, air)
- Lock Out Tag Out
- Work at elevated positions with potential fall hazards
- Scaffolding
- All work performed in areas accessible by or potentially affecting the general public
- Work requiring the use of respiratory protection
- Electrical – low and high voltage
- Crane work, including rigging and signaling
- Working around moving equipment/machinery

5. Traffic Control Plan

The Subcontractor shall submit traffic revision plans for all road, lane and pedestrian walkway closures, detours or deviations from existing roads, lanes and pedestrian walkways.

6. OSHA 30 Training Certificate

The Subcontractor's Superintendent/Foreman/Leadsperson assigned to the project shall have successfully completed one of the following and shall submit documentation thereof:

- U.S. Department of Labor sanctioned OSHA 30-Hour Construction Safety & Health Course
- EM385-1-1 40 hour course
- Safety Trained Supervisor Construction (STSC) certification through www.BCSP.org

7. Competent & Qualified Personnel Documentation

The Subcontractor shall submit a Competent and/or Qualified Person Acknowledgement Form (see attachments) for their “[Competent Person](#)” and/or “[Qualified Person](#)” for, but not limited to, the following activity categories:

- Asbestos
- Cadmium
- Lead
- Mold
- Welding and Cutting
- Ionizing Radiation
- Scaffolding / Platforms
- Excavations and Trenching
- Fall Protection / Prevention
- Respiratory Protection
- Concrete, Concrete Forms and Shoring, Precast Concrete and Tilt-Up
- Steel Erection
- Rigging
- Cranes and Derricks
- Lock Out / Tag Out (LOTO)
- Confined Space(s)
- Material / Personnel Hoists and Elevators
- Tunnels and Shafts, Caissons, Cofferdams and Compressed Air
- Blasting
- Hazardous Waste Operations and Emergency Response (HAZWOPER)
- Underground Construction
- Demolition
- Traffic Control

After the start of onsite activities, the Subcontractor shall submit the following daily:

1. [Pre-Task Plan](#) (see attachment)

A PTP is required to be completed at least once a day prior to starting any work activity. It shall be completed by the Supervisor/Foreman/Leadsman. PTPs must be completed by subcontractors, their sub-tiers at every level, select material delivery involving a labor component such as material movement, select vendor activities and inspection services. Upon completion of the PTP, it MUST be signed by all parties in attendance, posted in or adjacent to the work area and made readily available for the crew and/or BB staff. Failure to complete an adequately detailed PTP WILL result in a stoppage of work. A copy of the PTP MUST be forwarded to the Balfour Beatty project team at the start of the work day/shift. To watch a brief video on how to adequately complete a PTP, please click [HERE](#).

SITE SH&E TRAINING & MEETINGS

1. [Zero Harm & S.A.F.E. Training \(Safety Awareness for Everyone\)](#)

ALL Subcontractor Employees shall attend Zero Harm & S.A.F.E. training prior to working on the project. The training may take up to two hours and is held throughout the South West Division on a regular basis. Subcontractors may request to have the training delivered at their office—please contact the Safety, Health and Environmental (SH&E) Manager or BB Project Manager for scheduling.

2. Zero Harm Pre-Construction SH&E Meeting

The BB SH&E Manager, Project Manager and Superintendent may conduct a Zero Harm Pre-Construction SH&E Meeting to cover site-specific and general requirements as well as any items identified on the Project's Preconstruction Risk Assessment. The BB Project Manager will coordinate the Zero Harm Pre-Construction SH&E Meeting with the Subcontractors, Supplier and Vendors. This is a management level meeting and the Subcontractor is required to attend the meeting. No work, other than mobilization, may occur prior to the completion of the Zero Harm Pre-Construction SH&E Meeting.

2. Project Orientation

Prior to entering any work area on the project, all Subcontractor Employees shall receive a Project Orientation. The orientation may take up to 90 minutes. Subcontractors must coordinate the on-site arrival of their personnel with the BB Project Team to ensure personnel receive the orientation prior to working on site. The [Project Orientation Checklist](#) is attached to this document for reference.

3. Weekly All-Hands SH&E Meetings

All Subcontractors and their tiers must attend the Weekly All-Hands SH&E Meeting.

4. Weekly Tool-Box Safety & Health Meetings

The Subcontractor shall conduct its own Weekly Tool-Box Safety & Health Meetings. The Subcontractor shall retain on site and submit meeting minutes and attendance sign-in sheets to the BB Project Manager on the date of the meeting.

5. Other Safety & Health Meetings

The BB Project Manager and/or Superintendent may require Subcontractors to attend or have additional safety and health meetings. Additional meetings may be required as a result of special or changed conditions or to address safety and health audits/inspections and notices. Stand-down meetings fall under this category of "other" safety & health meetings.

6. Zero Harm Committee Meeting

Once per week, the site may have a Zero Harm Committee Meeting which consists of a job walk and discussion. Each Subcontractor on site is required to have a representative from their company at the meeting.

INCIDENT REPORTING REQUIREMENTS

INJURY / ILLNESS / UTILITY STRIKE / FIRST AID / PROPERTY DAMAGE / NEAR MISS /ETC

1. The Subcontractor shall follow all Incident Reporting Procedures.
2. The Subcontractor shall IMMEDIATELY notify the BB Project Manager, BB SH&E Manager and/or BB Superintendent of any incident.
3. The BB Project Manager, BB SH&E Manager and/or BB Superintendent shall be notified IMMEDIATELY if a Subcontractor employee is:
 - Hospitalized for a work-related injury or illness.
 - Involved in an occupational injury/illness resulting in days away from work, restricted duty or transfer, or an injury/illness that is OSHA Recordable.
 - Involved in a work-related fatality.

4. Within eight (8) hours of any injury / illness or near miss, utility hit, or any harm caused to the Public, the Subcontractor shall provide assistance to the BB Project Team for completing the [BB Incident Report Form](#) (see attachment).
5. The Subcontractor shall notify the appropriate OSHA organization within 8 hours of a fatal injury or when three or more employees are hospitalized overnight as a result of one incident requiring its employee(s) to be hospitalized for more than 24 hours. Documentation of whom the Subcontractor contacted and what was discussed shall be provided to the BB Project Manager, BB SH&E Manager and/or BB Superintendent.

POST INJURY-ILLNESS REQUIREMENTS

1. [On-Site Health and Safety](#) is the preferred vendor for non-emergency medical treatment on BB projects.
2. If injured/ill worker(s) are sent off site for treatment, they must be accompanied by their supervisor or a designee.
3. Attempts must be made to avoid prescription medications and being placed off work.
4. A Work Status Release/Report must be acquired from the treatment provider and a copy given to the BB Project Manager or their designee within 24 hours.
5. Injured/ill persons are required to return to work when placed on restricted/ modified duty. Accommodations must be made to meet the worker's restrictions.
6. After any incident, involved party(ies) will be required to undergo drug and/or alcohol screening and provide results to the BB Project Management Team.

INSPECTION REQUIREMENTS

The subcontractor is required to inspect their work areas and activities daily. Hazards identified must be corrected immediately and reported to BB Project Management Team as applicable. Inspections are to be documented and available upon request for review by BB Project Team Members. As a recommendation, subcontractors may use the attached [Project SH&E Checklist](#) for documenting observed hazards and corrective actions taken. Subcontractors are responsible for taking prompt action to correct any SH&E hazards that they have created or exposed their personnel to.

If a subcontractor fails to correct known hazards, the disciplinary action program will be implemented. Work which is not in compliance with applicable SH&E standards may be stopped until corrective action is implemented. Any SH&E issues that cannot be promptly corrected by the subcontractor shall be IMMEDIATELY brought to the attention of BB Project Team Members.

Any safety or health issues that cannot be promptly corrected by the Subcontractors shall be IMMEDIATELY brought to the attention to BB Project Manager/Superintendent/Safety Manager.

MANDATORY COMPLIANCE AND DISCIPLINARY REQUIREMENTS

All personnel are required to work safely as a condition of employment, which includes strict compliance with:

- Requirements contained within this document.
- Requirements issued verbally.
- Safety, health and environmental regulations.
- Manufacturer requirements.
- Safe work practices.

- The avoidance of “horseplay”.
 - Exercising reasonable judgment in the safe performance of work duties.
1. BB reserves the right to suspend or remove any employee of any Subcontractor or their tier-subcontractors from this project for failure to comply with safety, health and environmental requirements.
 2. Personnel responsible for enforcing the above provisions include the Subcontractor’s Supervisor and the BB Project Manager/Superintendent/Safety Manager.
 3. Disciplinary actions may include the following and may be documented on the attached [Disciplinary Action Form](#):
 - Verbal warnings
 - Written warnings
 - Removal from the Project
 4. Any of the aforementioned disciplinary actions may be enforced at any time based upon the seriousness and circumstances of the safety rule violation. Following the issuance of disciplinary action, the Supervisor of the employee shall meet with the employee to discuss the infraction and inform the individual of the rule or procedure that was violated and the corrective action to be taken.

SITE SAFETY AND HEALTH REPRESENTATIVE

A full-time Safety and Health Representative MUST be assigned to the project for every 25 workers on site. However, based on the complexity of the scope of work and/or the Subcontractor’s EMR history, a full-time Safety and Health Representative may be required for less than 25 workers. When applicable, the Subcontractor Site Safety and Health Representative shall be onsite during all scheduled work hours.

The Subcontractor shall submit the name(s), qualifications and resume of the Subcontractor’s proposed Site Safety and Health Representative to the BB’S SH&E Manager, Project Manager and Superintendent for approval fifteen (15) days prior to the start of onsite activities. The documentation shall include, but not be limited to specific safety and health classes and courses the proposed Site Safety and Health Representative has completed. It is the Subcontractor’s sole responsibility to determine the safety and health training has been provided by industry recognized and qualified instructors.

The Site Safety and Health Representative shall have a minimum of five years of experience in construction, possess appropriate skills and experiences related to construction occupational safety and health and have the authority to take prompt corrective measures to correct at risk worker behaviors and/or unsafe working conditions, and also specific knowledge and expertise in how to prevent their recurrence.

At the discretion of the BB Project Manager, the Subcontractor Site Safety and Health Representative duties may be shared with other duties. However, safety and health responsibilities shall take precedence over any other assigned duties. The Site Safety and Health Representative shall be responsible for, but not limited to:

- The safety and health of the personnel of the Subcontractor and their tiers, suppliers, and vendors.
- Implementing the Subcontractor’s Site Specific Safety and Health Program and Injury, Illness & Prevention Program.
- Delivering Project Orientation to personnel on the project under the Subcontractor’s contract.
- Ensuring employee compliance with all project requirements.
- Completing and documenting SH&E inspections of the Subcontractor’s work area.
- Conducting the Subcontractors’ weekly tool box safety meetings.
- Submitting reports and documentation.
- Implementing and overseeing provisions for protection of the public.

SUBSTANCE ABUSE REQUIREMENTS

The Owner, BB and their representatives have a vital interest in maintaining safe, healthful and efficient working conditions for all Subcontractors', tiered subcontractors, suppliers' and vendors' employees.

Possession or use of illegally obtained and/or illegal drugs or a third person's prescription medication and the possession of alcohol are prohibited on the jobsite. All Subcontractors must have a drug policy that is substantially similar to that of BB's. Pursuant to the applicable jurisdictional laws and the BB Drug and Alcohol Program, BB reserves the right to test any employee of any Subcontractor at any time. The BB Drug and Alcohol program is available upon request from the Project Manager. Alcohol, illegal drugs or substance abuse poses a serious threat to workplace safety and health. Employees who abuse alcohol and/or drugs are a danger to themselves, co-workers, other Subcontractors and the public.

Subcontractors shall maintain an Alcohol and Drug Free Workplace. This will include requiring ALL EMPLOYEES IMMEDIATELY before they are assigned to this project to pass a National Institute on Drug Abuse (NIDA) approved substance abuse test with a negative test result. Alcohol and substance abuse testing is required for employees assigned to this project prior to the start of work and IMMEDIATELY following all injury/illness incidents including near hits or misses, and fitness for duty exams for employees returning to work from a non-work related injury/illness. All employees with positive test results will be barred from working at this project.

PERSONAL PROTECTIVE EQUIPMENT

Head Protection

ANSI Z89 HEAD PROTECTION IS REQUIRED 100% OF THE TIME.

Employees shall wear hard hats that are in good condition and meet legislative jurisdictional requirements. Bump hats, metal hard hats, and cowboy-style hard hats are not permitted.

Welding hoods must be worn with a hard hat.

Alteration/painting of hard hats is prohibited. Hard hats shall be worn in the manner prescribed by the manufacturer. Only head apparel designed to be worn under a hard hat will be allowed.

Hard hats will not be required to be worn while personnel are inside the office trailers or inside vehicles/equipment with all windows and doors/hatchways closed, or while within fenced-off designated break areas that have been sanctioned and authorized by BB.

Hearing Protection

Hearing protection devices shall be used when noise level are at 85 dBA or above. Typical rule of thumb is employees should be using hearing protection if they are unable to hear normal conversation within three feet.

Eye and Face Protection

ANSI Z87.1 EYE PROTECTION IS REQUIRED 100% OF THE TIME.

ALL COMPONENTS OF PRESCRIPTION GLASSES USED FOR EYE PROTECTION INCLUDING SIDE SHIELDS MUST MEET ANSI Z87.1 STANDARD.

OVER-THE-GLASS SAFETY GLASSES OR GOGGLES ARE REQUIRED FOR PRESCRIPTION GLASSES THAT DO NOT MEET ANSI Z87.1 STANDARD.

Workers must wear properly fitting eye and face protection. Only clear or indoor/outdoor safety glasses are allowed during interior work. Face and eye protection shall be kept clean and in good repair.

Face protection must be worn during:

- Grinding;
- Chipping;
- Cutting;
- Splashing;
- Or any other work that causes a projectile hazard.

During gas welding and cutting operations, tinted safety glasses are inadequate—appropriate eye protection for welding operations are required. Cutting goggles must be worn with oxyacetylene cutting activities.

When using lasers, appropriately rated laser-safety goggles/glasses must be worn for the wavelengths of laser used.

Hand and Arm Protection

Cut-resistant gloves shall be worn at all times by all persons on site except when advised against by a tool manufacturer for reason that gloves may create a greater hazard (i.e., entanglement in moving parts, belts, or shafts).

All gloves shall have a minimum cut level of A3 (ANSI Cut Level 3 at 1,000-1499 grams to cut).

Each task shall be analyzed to determine the appropriate type of glove needed since specialty gloves may be required for exposure to sharp materials, chemicals, hot work, electricity, etc.

All gloves must be in good condition and fully intact -- the fingers of gloves may not be cut off.

When arms may be exposed to sharp objects, adequate protective sleeves must be worn (i.e., drywall track, sheet metal, metal framing, demo work, etc.)

Body Protection

Employees shall come properly dressed to perform work activities with long pants and shirts with at least four-inch sleeves. Shorts and sleeveless shirts are prohibited at all times.

Additional body protection may be required depending on the task and potential hazards. For example, a protective apron is required by the operator during mortar mixing operations.

Personnel are required to wear high visibility clothing. Workers performing flagging operations must wear the proper class high visibility clothing based on the traffic conditions. During welding, cutting, or other hot work activities, personnel engaged in the hot work task are exempt from wearing high visibility clothing that is not rated for hot work.

All Subcontractors' employees shall wear high visibility apparel meeting at minimum, ANSI/ISEA 07-2004 Performance Class 2 Requirements during hours of light and ANSI/ISEA 07-2004 Performance Class 3 Requirements during hours of darkness. The apparel background material color shall be fluorescent yellow-green or orange (if required.) When choosing color, optimization of color conspicuity between the wearer and work environment shall be considered.

If any or all of the following conditions exist, a determination shall be made by the Project Manager and Subcontractor based on a risk assessment, as to whether Performance Class 3 high visibility apparel is needed for higher visibility of workers. If so, they shall be worn by Subcontractor employees when:

- Employees are exposed to vehicular or equipment traffic in excess of 45 MPH.
- Reduced visibility conditions exist due to weather conditions, illumination, or visually complex backgrounds where ambient visibility is less than 50 feet or employees are performing tasks which divert attention from approaching vehicular traffic, traveling in excess of 45 MPH, as posted.

Foot and Leg Protection

All personnel must wear sturdy boots with ankle protection and hard soles. No running shoes of any kind are permitted on work sites. NO SAFETY-TOE TENNIS SHOES ALLOWED.

Personnel exposed to struck-by or crushing hazards that may potentially injure their feet must wear metatarsal protection (i.e., the use of a whacker or jackhammer requires shoe covers).

Personnel exposed to chemical hazards that may potentially injure their feet must wear impervious shoe protection.

Full-length protective chaps are required to be worn when using chainsaws, demo/chop/cut off/gas-powered saws.

GENERAL SITE REQUIREMENTS

1. The Subcontractor shall take all precautions necessary to prevent injury/illness to the public, or damage to property of others. For the purposes of this document, the public shall include all persons not employed by the Subcontractor. When the construction area is adjacent to public occupied areas, the Subcontractor shall be responsible for conducting air monitoring, inside the public occupied areas, for airborne contaminants (chemicals, asbestos, welding fumes, lead dust/fumes, mold spores, nuisance dusts, etc.), vibrations generated by construction activity. The Subcontractor shall provide a qualified, independent testing consultant to conduct such air monitoring.
2. The Subcontractor shall ensure that monitored levels of chemicals and/or dusts or other contaminants are below established Permissible Exposure Limits as set forth in 29 CFR 1926, Subpart D. The Subcontractor shall submit air monitoring test results to the BB Project Manager within seventy-two (72) hours after testing.
3. The use of equipment that generates harmful fumes is prohibited inside buildings after close-in, unless scrubbers and/or ducted ventilation are used.
4. Adequate ventilation and monitors are required when using propane/gas-fired devices indoors or in confined spaces.
5. The Subcontractor shall prevent building materials, debris, excavated and / or backfill material, etc. from migrating into or onto public or private areas.
6. The Subcontractor shall provide temporary lighting where required to maintain illumination levels in work areas, storage areas and walkways as set forth in Title 8, Chapter 4, subchapter 4, Article 3, Section 1523 of the California Construction Safety Orders. Subcontractors shall be required to provide task specific lighting for areas not meeting the above site requirements.
7. Specifically prohibited from being brought onto this project are the following: pet animals of any kind, radios, including head set radios, Tape/CD/DVD/Electronic Chip players, iPods, MP3 players, televisions or microwave ovens. *Exception:* TV's and microwave ovens will be in a controlled environment such as a jobsite trailer. Any variance from this must have the written approval of the BB Project Manager, BB SH&E Manager and/or BB Superintendent
8. All impalement hazards must be guarded against any object that is of sufficient shape and dimensions that in the event a worker falls onto or strikes against it could result in that object being driven or forced vertically or horizontally into the employee's body. A partial listing of common impalement hazards that must be guarded against are: reinforcing steel, steel stakes or rods, anchor-bolts, wooden survey stakes, small diameter pipe (less than 4 1/2 inches) and electrical conduits. Simply stated, when an object has the potential of impaling workers, that object must be properly guarded. For example, rebar caps, stake caps, wooden blocks, etc. Rebar caps must fit correctly without being forced into place. Damaged caps are not permitted.
9. Falling materials pose a significant hazard to all individuals on this site. Access to areas barricaded by chains, warning signs, and red or yellow tape will not be allowed without permission from the BB Project Manager, BB SH&E Manager and/or BB Superintendent Subcontractor shall be fully responsible to erect the most robust system of exclusion as

necessary to prevent workers from entering this exclusion zone. Yellow or red barricade tape is not permissible for exclusion zones.

10. Worker visibility is important in all construction areas. Fluorescent clothing, vests, flags, cones or barricades must be used at this site to establish a visible safe work zone. Workers must be assigned to direct traffic as needed.

SCOPE-SPECIFIC REQUIREMENTS

AERIAL WORK PLATFORMS

Precautions

- Only authorized and qualified persons shall operate an AWP.
- Operators must be familiar with emergency controls and operation.
- The Manufacturer's Operation and Safety Manual shall be located in a weather resistant compartment on the unit.
- Operators must read, understand and comply with the Manufacturer's Operation and Safety Manual and applicable Federal, State and Local regulations.
- Operators must use the AWP according to manufacturer's instructions.
- Inspections shall be conducted according to manufacturer's instructions at the beginning of each shift. If any malfunctioning devices/controls, warning devices, safety devices, damaged equipment, missing or illegible decals and placards are discovered during this inspection, the unit must be taken out of service until repairs are completed.
- Daily inspections must be documented. For a sample checklist, please see attached [AWP Daily Inspection Checklist](#).
- Immediately before operation, the path of travel and work area must be checked for overhead obstructions, holes, slopes, excavations, bumps, ground conditions, floor obstructions, debris, power lines, and other potential hazards. All hazards discovered must be eliminated or protected prior to operation.
- Unstable objects such as tools, materials and debris shall not be allowed to accumulate on the platform's floor.
- At least one fire extinguisher 3A:40:BC (UL rating) must be located within 5' of the control panel.
- When operating aerial work platforms near or over water, lift occupants are not required to tie off because in the event that an error occurred that resulted in the employees being in the water, being tied-off would exacerbate the drowning hazard. Fed OSHA Subpart CC 1926.1431 (K)(10)(i). Letter of interpretation amended June, 18 2014. Letter # 20090601-9068.

Operating Requirements

- AWP's shall only be used for positioning personnel, their tools, and equipment.
- Operators shall use wheel chocks when using or parking an AWP on an incline.
- Operators shall bring the AWP to a complete stop before using cell phones or two way radios.
- Traveling with the platform elevated should be minimized unless a spotter is used. Ensure that traveling speed is at the manufacturer's "creep" speed or not more than 0.5mph where manufacturer's speed is not known.
- A spotter is mandatory when view is obstructed by load and during travel of aerial work platforms. Scissor lifts require spotters during movement in congested and/or hazardous areas.
- Ensure that the AWP travels on gradients within the manufacturer's recommendations. In the absence of such recommendations, ensure the gradient is not over 3 degrees.
- Aerial baskets shall not be supported by any structure or object at any time.
- Operators shall not "slam" a control switch or lever through neutral to an opposite direction. Switch and levers shall always be returned to neutral and stop before moving the switch or lever to the next function.
- Outriggers on an AWP must be retracted before movement.
- Do not use the rails of an AWP to transport materials unless approved by the manufacturer.
- AWP's shall never be used in vehicular travel paths without hard barricades or BB approved administrative controls in place to protect the unit from inadvertent contact.
- Ground personnel shall not use ground controls with personnel in the platform except for emergencies.
- Operator's must lower the platform and shut off all power before leaving an AWP.

- When lifts are used inside buildings, consideration must be given to carbon monoxide emissions.
- Lifts must not be operated while batteries are being charged.

Fall Prevention

- Prior to operation, ensure all gates and rails are fastened and secured in their proper position
- Enter and exit platforms through the gate
- Operators shall face the AWP and maintain three points of contact when entering/exiting platform
- Use extreme caution when entering or leaving the platform
- Operators may only exit an elevated platform if it is an emergency or approved by BB and the manufacturer. When exiting an elevated platform, 100% fall protection is required.
- Never climb an AWP arm or boom
- Fall Protection equipment shall be used according to manufacturer's recommendations
- Use manufacturer's approved fall protection anchorage points when attaching a lanyard.
- In the Southwest Division, personnel are required to tie off in aerial lifts that have anchorage points. If aerial lifts are not equipped with anchorage points, the lift must be replaced with one that is equipped with manufacturer-installed anchorage points. Restraint lanyards must be used to tie off to anchorage points.
- Keep oil, mud, and slippery substances cleaned from footwear
- Ensure that the platform is fully lowered when exiting the platform
- Operators shall always stand firmly on the floor of the basket and never sit or climb on the edge of the basket, or use planks, ladders or other devices to obtain additional height

Electrocution Prevention

Operators shall maintain distance from electrical lines, apparatus, or any energized (exposed or insulated) parts according to the following. Electrical line sway, tools, and equipment must also be taken into consideration when determining the Minimum Safe Approach Distance.

Voltage Range (phase to phase)	Minimum Safe Approach Distance
0 to 50KV	10'
Over 50KV to 200KV	15'
Over 200KV to 350KV	20'
Over 350KV to 500KV	25'
Over 500KV to 750KV	35'
Over 750KV to 1000KV	45'

Electrical lines >50,000 volts require one foot additional clearance for every additional 30,000 volts

Tip-Over Prevention

- AWP's shall not be operated in high winds as defined by the manufacturer in the Operation and Safety Manual
- Operators shall ensure that the ground conditions are adequate to support the maximum tire load indicated on the tire load decals located on the chassis adjacent to each wheel
- Tire pressure shall be checked prior to every shift
- Operators shall not operate a raised AWP on a slope, uneven, or soft surface
- Material and equipment must be kept within the confines of the platform at all times
- Rigging shall not be used from an AWP to pick up and move material
- Operators shall not secure an AWP to an adjacent structure
- Safe working load limits and platform capacities shall not be exceeded
- Extreme caution must be exercised when traveling down a slope

Crushing/Collision Prevention

- All telescoping/articulating aerial work platforms (telescoping boom lifts) shall be equipped with secondary guarding that provides crush/entrapment protection.
- Hardhats must be worn at all times
- Operators shall keep their body and extremities inside the platform and off the railing during operation
- AWP's must not be operated when the operator's vision is obstructed
- Operators shall always face in the direction of travel
- Operators shall always check clearances above, on sides, and bottom of the platform before raising and lowering the platform
- Operators must take appropriate measures to protect pedestrians below overhead work by establishing a controlled access zone.

Personal Protective Equipment Requirements

- Workers using AWP's should wear personal fall protection equipment in the form of a full body harness and lanyard attached to the manufacturer's prescribed anchorage point. The lanyard should be configured to prevent excess slack and must not be attached to an adjacent pole, structure, etc.
- Operators shall use personal fall protection equipment according to manufacturer's recommendations.

Training Requirements

- Contractors whose personnel operate AWP's must provide adequate documentation of training.
- Operator training must cover at a minimum:
 - Use and limitations of the controls in the platform and at the ground, emergency controls and safety features
 - Control labels, instructions and warnings on the machine
 - Rules of their employer and governmental regulations
 - The care and safe use of approved fall protection
 - Enough knowledge of the mechanical operation of the AWP to recognize a malfunction or potential malfunction
 - The safest means to operate the machine where overhead obstructions, other moving equipment and obstacles depressions, holes and drop-offs exist
 - Means to avoid the hazards of unprotected electrical conductors
 - Specific job requirements or machine application (hands-on training with specific model of AWP)
 - Reading and understanding the Operation and Safety Manual
 - The nature of hazards associated with the equipment such as trip and falls, electrocution, tipping, and crushing and collision

BIOLOGICAL HAZARDS (SNAKES, INSECTS, ANIMALS, ETC)

1. Personnel at the site should avoid coming in contact with snakes, ticks and stinging insects that may from time to time be present. Heavy boots and clothing covering the trunk, arms and legs are required for activities taking place in potentially snake infested areas and along project right-of-ways.
2. Insect repellent or other preventative measures should be used when necessary. The wearing of high top boots with hard soles and long sleeved shirts is recommended. Long pants are mandatory.
3. Insect stings or animal bites must be treated like any other safety incident and reported and treated if necessary. Testing for rabies may be required.
4. All wild animals are to be avoided if possible. Unless an animal presents an immediate hazard to humans it shall not be harmed.

CONCRETE & MASONRY

Subcontractors who will engage in concrete and masonry work shall submit adequate safety documentation including:

- Job/Activity Hazard Analysis that includes thorough provisions for the protection of personnel and the public from hazards associated with their work.
 - Respiratory Protection Program, Fit Testing, Training, etc.
1. All vertical and horizontal rebar, form stakes, conduit, or small pipe stub-ups shall be capped or otherwise protected from exposing personnel to impalement and injury. Rebar caps must fit correctly without being forced into place. Damaged caps are not permitted.
 2. Prior to cutting concrete, Underground Utility and Excavation procedures shall be followed to prevent striking a utility or post-tensioned cable(s).
 3. A transition cover or back end cover shall be used on the concrete pump.
 4. Footing pads shall be placed under outriggers of concrete pumps that are adequate to support the load of the outrigger. The underground structure and/or ground conditions should be evaluated before setting a pump. Outriggers shall be fully deployed where feasible.
 5. Double ended hoses must not be used as a whip hose off the boom of a concrete pump.
 6. Velocity reducers or S tubes must not be placed on the whip hose since they may pose a struck-by hazard if the whip hose jerks.
 7. Prior to operations where a boom will be used, overhead utility hazards must be reviewed and controlled.
 8. Dead man controls shall be provided and maintained in an operable condition on rotating-type, powered concrete trowels.
 9. Mixing machines must have guards in place to prevent personnel from being caught in machinery.
 10. Concrete buggy handles must not extend beyond the wheels on either side of the buggy.
 11. Concrete buckets must be equipped with a device that will allow an employee to operate it without being exposed to the load. Buckets must also be equipped with safety devices to prevent premature or accidental dumping, and ensure that the release is self-closing.
 12. When feasible, mechanical screeds should be used for finishing operations.
 13. Exclusion/controlled access zones must be established prior to the construction of a masonry wall and shall be established on the side of the wall that is un-scaffold. The width of the zone shall be equal to the height of the wall to be constructed plus four feet (measured perpendicular from the base of the wall on the un-scaffold side). Entry must be restricted to authorized personnel. Bracing shall remain in place until the wall has been tied into the structure.
 14. When tensioning or cutting slabs with Post-Tension Cables, the area should be kept clear of personnel. Also, personnel engaged in tensioning must keep clear of the area behind the jack. Signs and barricades shall be erected to limit employee access to the post-tension area during tensioning operations.
 15. Follow safe rigging practices when handling concrete buckets.
 16. Inspect the area before using bull floats for energized equipment or power lines nearby that the handles could touch.
 17. Pre-fabricated forms and form making material will be stacked neatly at all times. When stripping concrete forms, all material will be immediately removed and stacked in an orderly manner. Forming material or debris shall not present

a hazard due to protruding nails or blocked walkways and aisles. Rebar, tie-wire and other debris shall be removed from the work area daily.

18. No employee is allowed to ride a concrete bucket.
19. Spotters and/or back-up alarms must be used when backing trucks or equipment.
20. Ensure coiled wire mesh is adequately secured to prevent uncoiling.
21. Reinforcing steel and forms for walls, piers, columns, stairs and similar structures are adequately supported to prevent overturning and collapse.
22. Shores must be secured from displacement.
23. Finishers shall wear kneepads and gloves when the concrete is hard. When in a plastic state, impervious gloves should be worn when hand-finishing concrete.
24. Workers that are exposed to wet concrete and/or masonry dust, who operate vibrators, pump nozzles and concrete buckets will wear appropriate eye, hand, and foot protection. It is highly recommended that long sleeve shirts, aprons, and face shields be worn to protect against exposure of concrete to the bare skin and the possibility of concrete burn and contact dermatitis.
25. Protective clothing needs to be worn, and care needs to be taken to avoid contact with wet concrete. If clothing against the skin gets wet with concrete, it should be removed as soon as possible.
26. Workers engaged in vertical rebar assembly shall comply with the project's fall protection rules. Positioning devices alone are not approved fall protection, but can be used in addition with personal fall protection equipment.
27. When using a gas-powered cut off saw (typically used to cut block), chaps must be worn. For example, [these chaps](#) have been proven effective.
28. Respirators must be maintained and worn properly if exposed to dust. Operations where personnel are exposed to dust may consist of pouring bags of dry cement/mortar/grout/etc, mixing, cutting, grinding, and chipping.
29. Dust shall be controlled with wet methods as feasible to prevent exposing personnel and members of the public within or adjacent to the work area.
30. For reference, subcontractors may use the attached "[Concrete Pumping Checklist](#)" and "[Coring and Saw Cutting Checklist](#)."

CONFINED SPACES

Subcontractors who perform work in confined spaces shall comply with [California's Confined Space Standard](#) and shall submit the following documentation to the BB Project Team for review and approval:

- Site-Specific Confined Space Program (including rescue and emergency procedures)
- Job/Activity Hazard Analysis
- Proof of personnel training
- Competent Person experience form

Subcontractors shall have a confined space competent person on site during all confined space work. Subcontractors shall have adequate equipment available as needed such as ventilation fan(s), life lines, lanyards, retrieval equipment, PPE, monitoring equipment, lighting equipment, communication equipment, Lockout/Tagout devices, barricade equipment, firefighting and prevention equipment, permit documentation, other equipment required for the work.

Subcontractors shall conduct fit testing and medical evaluation of all their employees who are required to use respirators and/or self-contained breathing apparatus (SCBA).

Subcontractors shall determine confined spaces to be free of dangerous gases as indicated by an approved testing device prior to entering the space. Tests are to be repeated and documented at regular intervals to ensure that dangerous gases are not collecting in the confined space. Proof of current air test device certification and calibration shall be readily available upon request.

Subcontractors shall provide proper ventilation as required for their employees during any work activities in the confined space. If space is identified to have explosive, fire, or asphyxiation hazards over the OSHA action level or permissible exposure limit, a full permit-required confined space program/entry must be implemented.

Permit-required confined space entry shall be conducted under a permit in accordance with local, state, and federal regulations. Subcontractors shall provide a copy of the permit to the BB Project Team. Upon completion of the entry, the permit shall be closed/signed-off by the competent person. For reference, please see the attached "[Confined Space Entry Permit](#)."

CRANES

Lifting Operations

Cranes fabricated/erected on site will have a third party crane inspector on site during the fabrication, assembly and erection. Cranes delivered to site ready for work must provide a current annual inspection performed by a third party. All crane operators must have, a CCO, NCCCO or equivalent certification. Operators must have had a drug test within 7 days of arrival to the project site.

Lift Categories

In order to categorize and specify requirements for safe lifting operations, all lifts will be categorized as "Standard", "Critical", or "Engineered" lifts. Project management, rigging superintendent, or lift specialist may move a lift into a more stringent category. Reasons for this may include:

- A lift that may involve a potential risk to human safety;
- Complexities of the lift operation;
- Operational considerations concerning risk management of the lift; and
- Environmental factors or administrative considerations.

Standard Lift Criteria

All lifts that are not categorized as critical or engineered will be classified as standard except for personnel basket lifts.

Critical Lift Criteria

Critical lifts with mobile cranes can be extremely hazardous and require special care and attention. Before attempting lifts in this category, the project manager or superintendent must verify that a properly documented lift plan is prepared by a qualified person. The crane must be provided with a wind anemometer (or access to site wind speed indicator). The weight of the lifted object is verified prior to a critical lift.

Critical lifts include at least one of the following criteria:

- Any lift exceeding 75% of the machine's maximum chart capacity at the specified lifting radius;
- Lifts where loads must be maneuvered over existing facilities or where the boom or load does not maintain a minimum safe distance to objects as required by code and operating conditions at any stage during the lift operation;
- Lifts that require unusual or complicated rigging and/or nonstandard crane configurations;
- Lifts performed on undesirable ground conditions or during adverse weather conditions;
- Lifts where cranes operate from barges;
- All lifts requiring the coordination of multiple (2 or more) cranes working in unison, unless otherwise given written approval by district management;

- Any lift involving two cranes lifting the same load simultaneously where the load on any one crane during its entire lift operation may exceed more than 75% of that crane's lifting capacity as measured on the lifting chart; and
- All lifts where a crane must travel with a suspended load above 50% of the crane's capacity.

Engineered Lift Criteria

Engineered lifts with mobile cranes are defined as any lift exceeding 90% of the machine's maximum chart capacity at the specified lifting radius. Engineered lifts are strongly discouraged.

Any lift over 95% of the machine's maximum chart capacity must be accompanied by notification to the operations manager and division president.

Before attempting lifts in this category, the project manager or superintendent must verify that a properly documented lift plan is prepared by a qualified individual and is approved by a professional engineer. Additionally, the lift operation must be attended on site by a qualified person.

Crane Pick Plan Requirements:

All crane activities require a documented pick plan. Contractors may use their own Pick Plan format, but it must contain the same elements, at a minimum, as the attached [Crane Pick Plan](#).

Pre-Lift Meeting Requirements:

A pre-lift meeting will be held **two weeks prior to** crane activities. The attendees will consist of the workers and supervision involved in the lift. During the meeting, the Lift Plan and responsibilities will be reviewed.

General Crane Safety

Cranes shall always be operated within the manufacturer's specifications and take into consideration the following elements:

- Proximity to power lines;
- Proximity to other cranes or structures;
- Wind velocity;
- Temperature extremes;
- Ground conditions;
- Level of crane;
- Boom angle and working radius;
- Weight of load including rigging; and
- Proximity of workers.

Loads must never be swung over personnel or the public. Exclusion/controlled access zones must be established to control foot traffic.

Operators shall only take signals from the designated signaler identified during the pre-lift meeting. If the operators do not have a clear view of the designated signaler, they must use a radio and designated radio channel.

The operator of a crane that is lifting a load must verify the hoisting line is in a vertical position over the center of gravity of the load unless accounted for by the appropriate Lift Specialist (as in the case of fleeting of the load line). Any side load on a boom/jib shall be limited so that it is always within the Manufacturer's specifications.

Baskets/containers that are hoisted must be designed and engineered for that purpose.

The operator shall not leave the controls while a load is suspended except in the case of an emergency that requires evacuation of the operator where the operator shall secure the load before leaving.

All loads shall be free and clear of obstructions to avoid the possibility of shock or impact loading of the crane.

No hoisting operation shall be performed during hours of darkness or poor visibility unless the crane operator has a clear and unobstructed view of the load, boom tip and operational area or is directed by the signal person who has a clear view and communicates with the operator.

Where feasible, hydraulic cranes shall be parked so that no damage would occur if the boom were accidentally lowered.

Load weights shall be determined by one of the following methods:

- Certified scale (if available);
- A calibrated load weight indicator;
- Calculated weight (manufacturer-supplied weight); or
- Published standard weight tables.

Hoisting operations shall be suspended at outdoor temperatures specified by the manufacturer.

When operating in cold weather, the Lift Director shall verify that cold weather crane ratings are obtained from the manufacturer, posted, and made available when requested. These ratings shall be applied for lifting in cold weather conditions.

At least one anemometer should be attached to the crane boom tip when using crane booms over 150 ft. long on a project. Alternately, a project wind speed indicator positioned at greater than 100 ft. elevation must be available and accessible by the crane operator.

Load-monitoring devices shall be calibrated prior to starting work on a project, whenever the crane configuration changes, annually, or per manufacturer specifications-- whichever is more stringent.

Hydraulic and conventional boom cranes shall be equipped with "Anti-two-block" and/or warning devices and shall have all load lines that are in use protected by these devices.

A fire extinguisher is required on every crane.

An accurate method of measuring the crane radius must be provided.

Printed copies of the crane charts and operator's manual shall be kept in the crane.

Crane Inspection and Testing

Cranes shall be operated, inspected, and maintained per federal, state, and local requirements. For sample forms, please see the attached "[Mobile Crane Inspection Checklist](#)" and "[Tower Crane Inspection Checklist](#)."

Each crane that requires site assembly must receive a complete mechanical and structural inspection.

Cranes involved in incidents that result in shock loading of the boom or other components shall be removed from service and subjected to a complete inspection and recertification prior to resuming work.

Annual inspections must be done by a third party agency and a professional engineer must stamp the certificate of inspection. Mobile cranes used for short duration work with frequent access/egress from the project site will not be required to be certified every time it arrives to provide service. Note: This does not apply to conventional crawler or truck mounted lattice boom cranes requiring site assembly.

The operator shall complete and document a daily inspection.

Repairs

All repairs or modifications to cranes shall be:

- Performed per the manufacturer's specifications and inspected by a professional engineer; and
- Tested and certified to be not less than the original capacity.

Crane Flagging and/or Barricading

The swing radius of the crane's counter weight (tail swing) shall be barricaded. Only operators and oilers are permitted to enter this barricaded area.

If feasible, areas under/around lifts should be designated as exclusion/controlled access zones.

Requirements for Signal Persons

Signaling is an important part of the crane operation. Designated signal persons shall be used when:

- The operator cannot see the load;
- The operator cannot see the loads landing area;
- The operator cannot see the path of travel of the load or of the crane;
- The operator is too far away from the load to make judgment of distance difficult;
- The crane is working within a boom's length of the approach limits to power lines or electrical equipment;
- The client or jurisdictional authority requires it; and
- Loads are picked up at one point and lowered at another. Two signalers may be required – one to direct the lift and one to direct the descent.

Hand signals should be used only when the operator has a clear view of the signaler. The international hand signals for hoisting shall be used.

In all other cases, radio communications between signaler(s) and operator shall be used.

The signal person shall be clearly identified to the crane operator that he is the signaler. Signal persons must be able to speak clear English.

Auditory signals:

- Must be communicated by radio.
- Must be determined during the pre-lift meeting.
- Radios must be tuned to a frequency that does not interfere with other radio users.
- Radios must be tested prior to the lift, and squelch adjustments made to attain the best possible reception.
- Auditory signals must be given continuously during the lift procedure or when the load is lowered into, or raised out of, the blind lifting area.

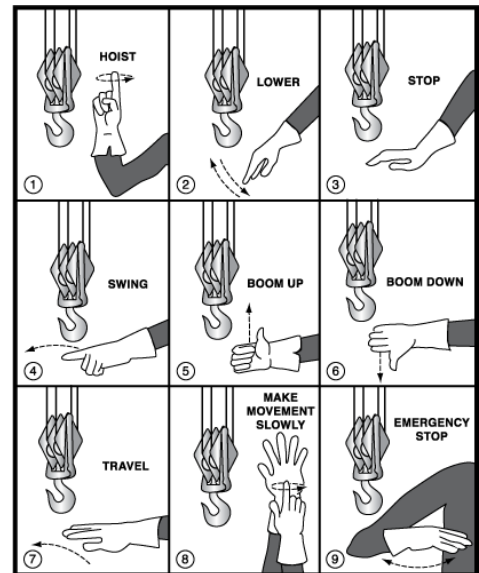
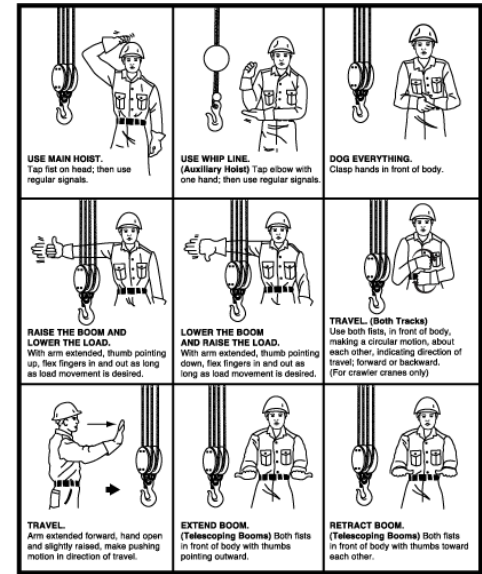
Blind Lifts

Hoisting where the crane operator does not have a continuously clear view of the load or hook is considered a blind lift. When the crane operator does not have clear line of sight to the signal person, then radios shall be used.

Communication between the signal person and the crane operator must be done by either visual (hand signals) or auditory means (radio communication).

The signal person must be positioned so load or hook is in clear view at all times while the hook, boom or load is moving. Signals must be given continuously during a lift or when the hook is being lowered into, or raised out of the blind lifting area.

CAUTION: If radio contact is lost, the crane must immediately stop until communication is restored. Preferably, back-up radios/batteries should be available when blind lifts are encountered. Even a 2 or 3 second loss or lack of communication



can be critical. **If at any time the auditory signals cease to be communicated, the crane operator must cease all movement of the hook or load and wait for further instructions.**

When practical, all attachments such as slings, chains, spreader bars and other such equipment must be removed from the hook before being raised or lowered from the blind lift area.

Crane Travel

Crane travel around the project site shall follow manufacturer, federal, state, and local requirements and will be planned in accordance with the site logistics plan. The operator of a crane that is traveling with a load must verify that the load is secured and positioned as close to the ground or grade as possible.

The travel routes will have appropriate 10 ft. clearances from other vehicles and equipment, structures, high lines, etc.

Taglines

Tag lines should be used when required to control the load and to provide worker separation from the load.

Operators of cranes shall verify tag lines are used to control loads.

The operator and riggers shall verify that tag lines do not create a hazard such as becoming caught on equipment/material during hoisting of any load.

As a best practice, taglines will be preferably bright red or yellow, min 5/8" standard manila or nylon rope with ends burned to prevent fraying.

All tagline length shall be sized for purpose to verify that it will not get entangled during lifting and also allow sufficient length to control the load.

Outrigger Requirements

Where cranes are to be placed, the ground must be surveyed to determine stability. A geotechnical survey may be required to determine stability.

Cranes lifting beside excavations or adjacent to below grade structures shall be checked for ground and structure's stability prior to setting up the crane.

Where mobile cranes are to be placed on a structure, an analysis to determine the capacity of the structure to support the weight as well as shoring requirements must be undertaken. An analysis is required for all crane operations including when the crane is parked and in service as well as when the crane is in motion (travelling).

Where mobile cranes are situated adjacent to excavations or below grade structures, minimum clearance from the closest bearing edge of the crane to the excavation or structure should be maintained. If the project requirement calls for a mobile crane to be situated closer than outlined in the following sketches, a professional geotechnical engineer (and a professional structural engineer as required) should be consulted for guidance.

Tower Crane Requirements

Safe working loads must be clearly marked on the crane and must not be exceeded. After erection or climbing and before use, the crane must be inspected, overload tested in accordance with the manufacturer's instructions and stated sequence and witnessed by an independent engineer who, together with the Designated Person, must sign the crane log book. The crane shall be equipped with an anti-collision system, and must be subject to a functional test witnessed by the Designated Person before use. All tower cranes on Balfour Beatty projects are required to:

- have cameras installed to aid the driver
- provide anti-collision beacon
- have inclined access ladders, rest platforms every two vertical sections and double guardrails fitted at all open edges
- be under 10 years old or, if older, are subject to a non-destructive testing regime as agreed by the supplier and Balfour

Beatty.

The Designated Person must obtain the necessary certificates (where appropriate) from the crane supplier before handover for operation. These should include:

- evidence of pre-delivery inspection (including non-destructive testing if appropriate)
- proof load test
- thorough examination
- anti-collision system certificate
- rope test certificate
- loose lifting tackle certificates
- crane operator induction (competency, medical, daily / weekly checks, emergency escape, etc)
- certification for emergency evacuation and rescue equipment
- operator manual in cab
- maintenance log book in cab
- information board (show crane type, model, maximum SWL, wind speed restrictions etc).

The crane operator must:

- carry out daily tests and inspections on the crane within accordance of the manufacturer's instructions and record the results in the crane log book
- carry out functional daily checks on any fitted anti-collision systems
- inform the crane supervisor immediately if there is a breakdown or fault.

The Designated Person must ensure the following are completed:

- daily crane foundation checks during the first week of operation
- weekly visual inspections
- weekly level checks for rail- / track-mounted tower cranes
- monthly checks for cranes mounted on reinforced concrete foundations
- examination of safety-critical items (e.g. bolts and welds) at least every three months or in accordance with manufacturers' instructions, whichever is the most frequent.

The Designated Person must ensure the planned maintenance program is completed and includes:

- pre-erection checking of the crane, including a program of non-destructive testing of mast bolts and other safety-critical items
- post-erection overload testing
- post-erection thorough examination by an Independent Competent Person in accordance with local regulations. The Competent Person must sign the crane log book and issue a certificate of statutory thorough examination
- 12-monthly ongoing thorough examination (or six-monthly if the crane is used to carry personnel)
- operator daily and weekly checks
- checks on fire fighting and emergency rescue equipment
- periodic maintenance, inspection and servicing in accordance with the crane manufacturer's maintenance manual.

The Designated Person must ensure that all applicable crane records are retained on the site. These generally include:

- post-erection test certificate
- four-year test certificate (if the crane is on site for an extended period)
- thorough examination certificate (initial plus 12-monthly or six-monthly if transporting personnel)

- rope certificates
- crane log book
- safety harnesses
- lifting tackle
- anemometers (hand-held)
- competency and medical certificates.
- communication equipment e.g. radios
- zoning and anti-collision certification
- over sailing licenses and 3rd party approvals
- details of any breakdowns or faults and the actions taken.

Override keys used with mechanical safe systems must be readily available and only used with the approval of the Designated Person and should only be used for maintenance, testing, commissioning and during emergencies.

Safety devices must not be tampered with or overridden.

Non-compliant or unserviceable plant and equipment must be immediately removed from use, tagged, isolated and remain unused until made serviceable or replaced.

All activities involving tower cranes must be planned and appropriately supervised.

Cranes must not be left in a part-erected condition overnight (i.e. jib partially folded back), unless allowed by the manufacturer.

Clearance must be allowed between cranes and structures to prevent trapping and to allow access for maintenance and erection / dismantle.

Tower cranes must be left in free slew when out of service (accounting for any property or infrastructure restrictions) to allow them to “weathervane” to ensure that the out-of-service foundation loads are not exceeded.

The Appointed Person must be aware of the wind speed action levels for the particular crane in use and must ensure the wind speed is monitored.

Tower cranes must only be used for vertical lifting of free loads and must not be used for tandem lifting, multiple lifting, demolition or piling duties.

Travelling tower cranes must not perform slewing and travelling motions simultaneously. If the crane is to travel, the jib must face the direction of travel and the load suspended as low and as close to the mast as possible.

In the event of any of the following, the crane must be stood down immediately and the incident reported in person or by telephone to the Balfour Beatty Lead Organization and to the crane supplier:

- loose or missing mast bolts or nuts
- parts fitted to the crane found not to be in accordance with the manufacturer’s specification
- any repairs required to any parts of the crane structure
- cracks in the mast or jib sections including in the structure or welds
- dropped loads including where there is evidence of brake failure or operator error
- failure of load-bearing parts
- damage to internal tower ladders
- crane collisions (with buildings or cranes) or near misses
- failure of the anti-zoning and anti-collision system.

Dependent on local regulations, these may also need to be reported to specific regulatory authorities.

The crane can be returned to service only when the crane supplier has confirmed that it is safe to do so.

Where conditions change or planned controls are not met, the activity must be immediately stopped and reassessed.

Helicopter Lift Requirements

Subcontractors shall:

- Comply with all regulations and conditions set forth by Authority Having Jurisdiction (AHJ) applicable to the lift activities. This includes compliance responsibility for all subcontractors and service providers employed by the Subcontractor for the lift activities, including the Airlift Company.
- Communicate and coordinate with all affected trades and properties.
- Schedule and facilitate pre-lift meetings.
- Provide a written lift plan.
- Provide all required traffic controls necessary for the lift activities, including obtaining all required street/road closure permits.
- Provide all required security and pedestrian/public control necessary for the lift activities.

Basic Requirements for Helicopter Lifts

Prior to the start of any operation involving the use of a helicopter, a thorough survey of the conditions and hazards on the job site shall be made by BB and applicable contractors in conjunction with the pilot or pilot's representative to ensure a safe operation. This survey should be documented via the **Helicopter Lift Pre-Planning Checklist** in lieu of the typical Job/Activity Hazard Analysis.

A Code of Safe Practices shall be formulated and enforced for operations involving the use of a helicopter.

The Risk Assessment and Control Measures Review shall be addressed prior to starting work each day. This briefing shall include planning to minimize possible hazards of the day's operation and all personnel exposed shall be informed and directed as to safeguards and escape procedures.

If the helicopter pilot in command for any reason believes that a lift or operation cannot be performed safely, then that lift or operation shall not be attempted.

Helicopter operations shall not be performed beyond the helicopter's approved external load capacity or pilot's certification. The pilot's employer shall ascertain before operations begin that the pilot is properly certified by the F.A.A. and qualified to perform the planned operations.

The Subcontractor is to provide a written Helicopter Lift Plan to the BB Lift Coordinator not less than one week prior to the lift. Failure to provide this document as required may result in cancellation of the planned lift activities.

The Subcontractor and Airlift Company are each to provide a current Certificate of Insurance and Hold Harmless Agreement to the BB Lift Coordinator not less than one week prior to the planned lift activities. Failure to provide these documents as required may result in cancellation of the lift activities.

Cancellation of Planned Lift Activities

- BB may cancel planned lift activities or stop ongoing lift activities at any time if the Subcontractor fails to comply with the provisions of this procedure. Such action does not provide the Subcontractor with grounds for recourse or recovery.
- BB may cancel planned lift activities up to 24 hours prior to the scheduled arrival time of the helicopter for reasons relative to the safe operation of the Project Site. Such action does not provide the Subcontractor with grounds for recourse or recovery.

DEMOLITION

Subcontractors engaged in demolition must submit the following documentation to the BB Project Team:

- abatement programs,
 - air monitoring,
 - equipment operator certifications, etc.
 - fit testing, medical evaluations,
 - Job/Activity Hazard Analysis
1. Demolition activities shall be conducted under a survey and plan prepared by a Registered Professional Engineer.
 2. Subcontractors shall attain a permit issued by CalOSHA for the demolition of structures greater than 36'.
 3. At all times, demolition work shall be under the immediate supervision of the subcontractor's qualified person whom has the authority to ensure safety for anyone who may be potentially exposed to the activity. The qualified person must ensure that the demolition plan is in place, adequate, and followed by all personnel engaged in the activity.
 4. Workers engaged in demolition must wear adequate PPE such as cut-resistant forearm sleeves and gloves.
 5. Walls, which serve as retaining walls to support earth or adjoining structures, shall not be demolished until the hazard from moving ground has been eliminated by sloping, shoring or, where necessary, adjoining structures have been properly underpinned.
 6. Walls, which are to serve as retaining walls against which debris will be piled, shall not be so used unless determined to be capable of safely supporting the imposed load.
 7. During demolition, continuous inspections shall be made as the work progresses to detect hazards resulting from weakened or deteriorated floors or walls, or loosened material.
 8. Personnel shall not be permitted to work where such hazards exist until they are corrected by shoring, bracing, or other effective means.
 9. All persons on demolition projects shall be protected from falling material at employee entrances to multi-story structures being demolished, by sidewalk sheds or canopies or both, providing protection extending from the face of the building for a minimum of 8 feet.
 10. For a sample [Demolition Safety Checklist](#), please see the attachment.

DROPPED/FALLING OBJECTS

Protective measures must be in place to prevent drop hazards from falling and potentially causing harm where work is being conducted at heights. Drop hazards may consist of persons, tools, material, equipment, or other objects.

Pre-Planning

- Dropped/falling object protection must be addressed Pre-Task Plans, Job/Activity Hazard Analyses, and safety programs as applicable.

Edge Protection

- For guardrail systems where personnel may be present below, screening/paneling/mesh/netting must be in place from the walking/working surface to the top of the guardrail or higher.

- Elevator lobbies or shaft openings must be completely blocked-off, where feasible.
- When finished surfaces may not be damaged, guardrails may need to be installed, so that personnel will not need to lean into the opening to install/remove the guardrail.

Storage of Drop Hazards

- Trash and waste must be properly contained in buckets/pouches/containers that have the ability to be closed to prevent spillage.
- Work areas, tools, and materials must be maintained in an orderly fashion.
- Unless guardrails with screening or paneling have been erected, materials must not be stored within ten (10) feet of a leading edge.
- Stacked materials must be stable and self-supporting.
- Secure potential drop hazards to prevent them from being wind-blown.

Tethering/Securing of Drop Hazards

- Tools and materials must be tethered when working at height near the exterior/leading edge of a structure where screening will not prevent a drop hazard.
- Prior to selecting a tool lanyard, a proper attachment point must be established on the tool and the person/belt/harness. Attachment points must be manufactured for the purpose of tethering or certified as third-party tested for dynamic load by the manufacturer. Attachment points must be tested to an adequate load rating for the intended use of the tool.
- Tethers/lanyards shall be inspected prior to use. Excessively worn or damaged tools or materials must be immediately removed from service and replaced.
- Tools weighing more than five pounds may not be tethered directly to a person's body or wristband.
- For some tools and objects, a tool holster or tool pouch may be appropriate. Tools used in these holsters should weigh less than or equal to the manufacturer-stated load-rating for the holster/pouch.
- Wristbands used for tethering must be certified by the manufacturer as having been third-party tested for dynamic load.
- Positive tool transfer must be utilized. (When transferring a tethered tool from one person to another, "100% tie off" must be engaged. The tool must be tethered to the passing person. Prior to handing off, the receiving person must connect their tether to the tool as well. After positive connection has been completed, the passing person may disconnect their tether from the tool.)
- For the safe transportation of tools and materials, buckets may be utilized only if they are manufactured with a closure system which allows the user to secure the contents of the bucket from potential spills and must be load rated by the manufacturer and third-party tested for static load.

Safety Nets

- In applications where safety nets are used, nets must be designed with specific sized webbing approved by the manufacturer for use based on the specific task, location and type of tools/materials being used.
- Forged steel safety hooks or shackles must be used to fasten the net to its supports. Nets should be installed as closely below the work in progress as is deemed practicable, but never more than 25 feet below (30' for Fed/OSHA projects). Safety nets shall be hung, maintained and tested in accordance with the manufacturer's instructions as well as the requirements set forth by the Occupational Safety and Health Administration found in CFR 1926.502.
- Nets designed for use to prevent falling objects shall not be used as fall protection for human beings (falling-object nets may be deployed below fall protection nets in these cases). When falling-object nets are used alone, signs must be posted informing persons that "Fall Protection is still required in work areas above placed netting."
- Inspections of safety netting must occur weekly and defective netting may not be deployed.

Overhead Protection

- Provide a perimeter system that restricts personnel from entering and exiting a structure except at entrances and exits with overhead protection.
- Overhead protection must be provided at all designated building access points, setbacks, and over or near any public interface (combined with appropriate controlled access zones).
- Overhead protection must be free of gaps.
- Protective canopies in a public right-of-way must be constructed in accordance with applicable local jurisdictions.
- The top of the canopy should consist of secured chain link fencing sandwiched between two sheets of $\frac{3}{4}$ " plywood. Canopy tops must be tightly planked/covered to minimize any gaps.
- Canopy roofs must sustain a 300lb live load (in order to prevent dropped items from penetrating) when constructed near a building that is taller than 100 feet. For buildings shorter than 100 feet, the canopy top must be able to support a live load of 150 lbs.
- Canopies must be designed and have plans stamped by an engineer.

Controlled Access Zones (CAZs)

- CAZs and/or designated spotters must be in effect unless measures are in place to prevent drop hazards (i.e., screening, netting, etc.).
- CAZs must be clearly marked with barricades or danger tape to restrict access to unauthorized personnel. When a CAZ is no longer in effect, the barricades/tape must be taken down.
- CAZs must have signage posted that identifies who the CAZ belongs to, what the hazard is, and the person to contact for permission to access the area.
- CAZs must be of adequate size to effectively mitigate the risk from falling or ricocheting material.
- Persons authorized to work in CAZs (i.e., scaffold erection/dismantling, concrete deck forming, installation/removal of perimeter protection, etc.) must pay attention to what is going on above them and use spotters when needed.
- CAZs must be in place below hoisting activities.

ELECTRICITY & ELECTRICAL WORK

1. Ground Fault Circuit Interrupter (GFCI) protection is required for all 120v, 15 & 20 Amp receptacles, electrical extension cords and tools, including for those plugged into permanent power, portable generators and welding machines.
2. Electrical extension cords must be three-wire, 14 gauge minimum, rated for hard or extra hard usage, and rated for the tool/equipment's required amperage. If required by the manufacturer, electrical cords must not be plugged into one another.
3. Extension cords must be elevated and/or keep to the side of walkways to reduce exposure to damage. Cords are not to be routed through closed doorways/pinch points or in contact with metal or conductive objects/surfaces (unless protection is provided to avoid damage). Extension cords shall not be fastened with staples, hung from nails, or suspended by wire. Temporary power cords must be protected from damage. Those run overhead shall be adequately secured (with a non-conductive means) at or above 7 feet from floor level.
4. Only authorized personnel are allowed to enter electrical closets and power panels.
5. Work on energized equipment is strictly prohibited.
6. Electrical-panel covers must be in place on energized panels.
7. Damaged electrical equipment must be tagged and removed from the work area and be repaired by a qualified person.

8. Surge Strips are not allowed and Splitters must be rated for heavy usage, not home-receptacle type.
9. Work in wet or damp work locations must not be performed until all efforts to abate the hazard have been exhausted.

EXCAVATIONS

Subcontractors whose scope involves excavation/trenching work shall submit the following documentation prior to engaging in excavation activities:

- IIPP with Excavation Program
- Competent/Qualified Person certifications and proof of training
- JHA(s)
- Applicable permits (i.e., Cal/OSHA excavation permit)
- For excavations four (4) feet or more in depth, a detailed excavation plan showing the protective system to be used for the protection of personnel including, but not limited to the following: trench shield, shoring system, bracing, sloping, de-watering provisions, etc.

Subcontractors shall:

- Conduct site evaluation prior to starting work
- Attend a pre-dig meeting on site
- Understand and work in accordance with their Job/Activity Hazard Analysis
- Complete daily Pre-Task Plans
- Complete a [Daily Excavation Inspection Checklist & Log](#) (see attachment for sample form)
- Complete an [Excavation Utility Permit](#) (see attachment) as required by the BB Project Team

Inspection Requirements

The competent person responsible for the excavation(s) must be on site during all operations relating to the open excavation. Inspections shall be conducted by the competent person, documented, and a copy of the inspection provided to the BB Project Team—see attachment titled “[Daily Excavation Inspection Checklist & Log.](#)”

The competent person shall classify the soil and shall inspect excavations:

- i. before entry:
- ii. at the start of each shift
- iii. as needed throughout the shift
- iv. after rain showers or heavy rains
- v. after freezing and/or thawing temperatures occur
- vi. after any condition that can cause change to the integrity of the soil
- vii. after nearby traffic, vibrations or earthquakes occur
- viii. after any significant modification to the support system

General Requirements

Excavations four feet or greater in depth;

- require protective systems (i.e., trench shield, shoring system, sloping, benching, etc.);
- must have a stairway, ladder, ramp or other safe and equivalent means of access and egress within twenty-five (25) feet of any employee working inside of the excavation; and
- where hazardous material may exist, the atmosphere in the excavation must be tested.

The Subcontractor shall obtain and maintain on site a Cal/OSHA Excavation Permit for excavations five (5) feet or greater in depth and shall in way of submittal, transmit copies of permits to BB Project Management & Supervision prior to the start of any excavation requiring a permit.

If the Subcontractor has an Annual Cal/OSHA Excavation Permit, the Subcontractor is required to fax a Job Notification to Cal/OSHA prior to the start of any digging or excavating. A copy of the Job Notification form shall be submitted to BB Project Management & Supervision before any digging or excavation work starts.

Where appropriate, barriers must be erected to prevent unauthorized access to an excavation.

All excavation material and stockpile material must be placed a minimum four (4) feet away from the edge of the excavation. Loose soil or rocks shall be removed from the side of the excavation walls and placed in a manner that the material does not have the potential to roll or become accidentally knocked back into the excavation.

For excavations over twenty (20) feet in depth or greater, all shoring, sloping, benching or any other protective means must be designed by a Registered Professional Engineer with means of verification.

The number of workers in the excavation shall be limited to the number needed to perform work.

Water shall not be allowed to accumulate in the excavation at any time. Pumps, drains or other means shall be used to remove water on a continuous basis or as needed.

Emergency rescue equipment shall be readily available.

While the excavation is open, the Subcontractor shall protect underground installations and utilities by supporting, or removing as necessary. When excavations must be left open for periods of time protective guardrails and/or hard barricades must be installed to prevent workers from falling into excavation.

Underground Utility Location and Potholing Procedures shall be followed to prevent damage to the identified underground utilities.

Subcontractors who will be working on preexisting sewage pipes must have their personnel; vaccinated from Hepatitis B or have signed waivers; trained on the applicable hazards including potential hepatitis B exposure; and must properly equip their personnel with protective equipment.

Equipment Operations

- Where lifting equipment is required to lift materials in / out of an excavation, consideration must be made of the ground conditions, anticipated loads, and surrounding structures e.g. overhead power lines.
- Where equipment e.g. a dump trucks are required close to an excavation, appropriate stop blocks must be used to prevent equipment from traveling into the excavation.
- Operations shall stop upon observation of any suspected unsafe soil conditions or if there are signs of previously disturbed soil, water seepage, or fissured soil.
- Vibration must be taken into consideration. Heavy equipment or nearby road traffic may also cause damage or disturb the excavation.
- No personnel shall be permitted underneath loads handled by lifting, excavating equipment, or dump trucks-- workers shall wait on top until load delivery is complete. Personnel are prohibited in areas where loads are being moved and/or placed.

Fall protection

- Where any personnel are exposed to fall hazards around trenches or excavations that are six feet or greater in depth, fall prevention measures must be addressed.
- Proper guardrails and toe boards shall be maintained at the top of the excavation when required for fall protection.
- Walkways with guardrails shall be used where personnel cross over excavations.

Trench Excavation Protective Systems

- Where buildings and other items are sufficiently close to risk surcharging of the excavation's sides, temporary support must be strengthened.
- Stability of adjacent structures shall be evaluated before starting an excavation and monitored daily thereafter.
- For excavations less than 20 ft. (6m) in depth, the maximum slope shall be 34 degrees measured from the horizontal (1-1/2 horizontal to 1 vertical) unless suitable protective systems are utilized.
- All support systems or shoring systems such as pre-engineered hydraulic systems shall have tabulated data on site and shall follow the guideline as stipulated within.
- Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.
- Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.
- Removal of support systems shall begin at the bottom of the excavation and progress in an upward manner. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.
- All excavations less than 20 ft. (6m) in depth which have vertically lowered portions shall be shielded or supported to a height at least 18 inches (.5m) above the top of the vertical side with a maximum allowable slope of 1-1/2:1.
- If a trench shield or trench box does not extend up to ground level, then the dirt above the top of the trench shield/box must be sloped. The slope must start at least 18 inches below the top of the box. When a trench box extends above the soil line, soil shall be placed on the sides to prevent workers from falling between the trench box and the excavation. End plates shall be used at both ends of the trench boxes as deemed necessary. THE TRENCH BOX/SHIELD MANUFACTURER'S TABULATED DATA SHALL BE FOLLOWED AND READILY AVAILABLE ON SITE.
- Protective systems in excavations over twenty (20) feet deep must be designed, stamped and signed by a registered professional engineer and be submitted to BB Project Management & Supervision. EXCEPTION: If the manufacturer of the shoring system (hydraulic shores, trench boxes, trench shields, slide rail systems, etc.) allows the use of its equipment to depths greater than 20 feet, the Manufacturer's Tabulated Data shall be submitted to BB Project Management & Supervision, and the Subcontractor competent person for trenching & excavation shall have a copy on the job site.
- Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

Shield Systems

- Shield systems or trench boxes shall be used to protect employees from forces imposed such as possible cave-in.
- Shield systems shall not be subjected to loads exceeding those which the system was designed to withstand.
- Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.
- Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.
- Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

Training

Supervisors must be adequately trained in safe excavation principles and assessed for competency. Competency consists of:

- number of years of experience in the relevant field
- qualifications
- training (Competent person training for Excavation, OSHA 30, First Aid, CPR)
- familiarity with appropriate techniques and equipment
- recognition of risks

Additionally, operators of equipment must have been trained on the specific piece(s) of equipment. Also, depending on the hazards to be encountered, other required training may consist of confined spaces, respiratory protection, hazmat, rigging & signal person, flagger, fall prevention, etc.

FORKLIFTS & TELE-HANDLERS

This section applies to all operations that require the use of powered industrial trucks which may include forklifts, tele-handlers, rough-terrain lifts, straight mast, motorized hand trucks, tractors, platform lift trucks, and other specialized industrial trucks powered by electric or internal-combustion engines.

1. Daily inspections shall be documented and include, at a minimum, the items listed on the attached [Heavy Equipment, Forklift, Tele-Handler Daily Inspection Checklist](#)—the checklist is an optional form that subcontractors may use if they don't have their own form. Any malfunction must be taken care of before the piece of equipment is put back into service.
2. Operators or their employer must provide a copy of their current certification. If they cannot produce one, they will not be allowed to operate the equipment until certification is attained.
3. Operators must pass the attached Forklift Quiz prior to operating on a BB project. Only trained and authorized operators are allowed to operate forklifts. [Tele-Handler Forklift Evaluation English](#). [Tele-Handler Forklift Evaluation Spanish](#)
4. A PTP must be completed each day that includes a listing of the weights of material to be moved and where in the load charts the weights fall.
5. "Free Rigging", the practice of hoisting equipment/material from forks, is not allowed-- Only manufacturer-approved attachments such as "truss-boom" attachments that have a load chart are permitted.
6. Chains, slings, and rigging used for hoisting must be inspected, tagged, and properly rated for the capacity to be lifted.
7. Forklifts must be equipped with approved overhead protection at all times in addition to roll-over protection (ROPS).
8. Telescoping boom forklifts must be equipped with a convex rear view mirror on the blind side of the machine.
9. Operators manual must be available for review by operators and supervisory personnel.
10. Capacities must be marked on the lift so it is clearly visible to someone in the operator's seat.
11. No use of propane-powered forklifts indoors or in confined spaces without adequate ventilation and air monitoring. The operation of fuel-powered industrial trucks indoors or in enclosed areas must be done with adequate ventilation and air monitoring for poisonous gases such as Carbon Monoxide (CO).
12. All equipment with a field of vision less than 270 degrees (i.e. rough terrain/all-terrain forklifts) will have a proximity alarm (this is different than the back-up alarm requirement). This alarm will have an audio and visual component. Proximity alarms will be installed in a position to best mitigate blind spots.
13. Controlled Access Zones must be set up around overhead/lifting activities.
14. Spotters must be used when traveling through congested areas, around blind spots, and at any time when the operator's vision may be hindered.

15. Operators must follow these rules:

- Stop at all intersections.
- Yield to pedestrians.
- Face the direction of travel.
- Reduce speeds when turning.
- Sound your horn at blind corners.
- Keep a safe distance behind other trucks, do not drive side-by-side.
- Stop completely before backing up.
- Never park closer than 8 feet from the center of railroad tracks.
- Cross rail road tracks diagonally.
- When parking, place the forks on the ground and tilted forward. Set the parking brake and remove the key.
- When carrying a large of bulky load that obstructs visibility, the forklift is to be operated in reverse. Look where you are going.
- Do not lift unstable loads.
- Do not add counter weights to the forklift.
- Follow the manufacturer's instructions when driving up and down ramps. Keep the load uphill.
- Never turn while still on a ramp.
- No riders are allowed.
- Never allow anyone to walk or stand under the uprights or a load.
- Note low clearance hazards such as pipes, sprinkler heads, doorways, etc.
- Do not push or carry another disabled forklift with your forklift.
- Be aware of carbon monoxide hazards and if in an enclosed area subject to accumulation of carbon monoxide get an air monitor and test the air continuously.
- Before entering a truck trailer or railroad car, make sure its brakes are set and wheels chocked.
- Trailers not coupled to a tractor must have, in addition to its landing gear, fixed jacks.
- Always use a proper dock board with feet and handles. Steel plates can shift and are dangerous.
- Avoid parking on an incline if possible. If necessary, wheels must be chocked.
- If a forklift is to be used to elevate a work platform, use an approved safety platform with top rail, midrail, toe board, and attach platform properly with the moving parts of the mast protected. All other provisions as defined in the OSHA standards must also be followed.
- Forklifts shall be equipped with back up alarms, and if operating on roads, a yellow warning light and slow moving vehicle sign.
- A 10 lb. ABC fire extinguisher must always be within reach of the operator.
- If the powered industrial truck is unattended, the operator shall not exceed a distance of 25' away and the load must be lowered, controls in neutral, brakes set, and power shut off.
- Seat Belts must be worn at all times while in the operator's seat. Personnel working in the vicinity of powered industrial trucks must wear reflective vests.

HEAVY EQUIPMENT

1. Pre-Task Plans and Job/Activity Hazard Analyses must identify heavy equipment to be used, associated hazards, and controls. Equipment operators must address the presence of personnel on foot in the areas of their operations. Likewise, personnel on foot in areas with moving equipment must address the equipment hazard in their planning.

2. Personnel should not be within ten feet of moving vehicles without adequate protective measures such as hard barriers (k rails, jersey barriers, etc).
3. Personnel shall not alter any equipment or systems without prior approval from the equipment/tool manufacturer and BB Project Management/Supervision.
4. Cell phone use is not allowed while operating equipment.
5. A valid driver's license is required for operating any vehicle or heavy machinery on the job site or corresponding right-of-way.
6. The speed limit on site, including parking lots, is 10 M.P.H. unless otherwise posted.
7. Engines must not be allowed to idle on BB Projects. Vehicle engines shall not be allowed to run in closed garages or other enclosed places, unless vents are provided which effectively remove the exhaust gases from the building.
8. Combustible and flammable materials shall be removed from the immediate area prior to operations.
9. Equipment shall be equipped with a fire extinguisher having a 5 BC rating or higher.
10. Whenever the equipment is parked, the parking brake shall be set. Equipment parked on inclines must have the wheels chocked and the parking brake set.
11. Equipment must have sufficient drip tubs to prevent leaks from contacting the soil. Leaks must be corrected IMMEDIATELY upon observation.
12. If equipment will be leaving the site, track out must be prevented by adequate means.
13. Where vehicles are operated, temporary covers for conduits, trenches and manholes and their supports, when located in roadways and vehicular aisles, shall be designed to carry at least 2 times the maximum intended vehicular live load and they shall be designed and installed as to prevent accidental displacement.
14. No equipment having an obstructed view to the rear will be allowed unless:
 - The vehicle has a reverse signal alarm audible above the surrounding noise level.
 - The vehicle is backed up only when a flagger, signal person, or spotter signals that it is safe to do so.
 - The vehicle is equipped with a back-up camera.
 - The operator follows a hands-off-the-controls/levers method when personnel are on foot in the area if feasible.
15. Tools and material shall be secured to prevent movement when transported in the same compartment with employees.
16. When mounting or dismounting a piece of equipment, personnel must maintain three points of contact and face the equipment. Non-slip surfaces should be in place on equipment.
17. Where a hazard exists to personnel because of traffic or haulage conditions at work sites that encroach upon public streets or highways, a system of traffic controls in conformance with the latest edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" shall be required so as to abate the hazard. Additional means of traffic control, such as continuous patrol, detours, hard barricades, or other techniques for the safety of employees may be employed.
18. Slow-moving vehicles (less than 25 mph) driven on public roadways shall be clearly identified by posting a triangular emblem, colored fluorescent yellow-orange with dark red reflective border.
19. Equipment that must pass under overhead utilities must be fully lowered.

Roll-Over Protective Structures (ROPS) and Cab Protection

1. ROPS and seat belts shall be installed and used on all equipment that was provided with a ROPS by the manufacturer. ROPS shall provide operator protection against the hazard of falling objects. ROPS system manufacturer's labels must be intact and legible.
2. All cab glass shall be safety glass, or equivalent, that introduces no visible distortion affecting the safe operation.

3. All vehicles with cabs shall be equipped with windshields and powered wipers. Cracked and broken glass shall be replaced. Vehicles operating in areas or under conditions that cause fogging or frosting of the windshields shall be equipped with operable defogging or defrosting devices.
4. All haulage vehicles, whose pay load is loaded by means of cranes, power shovels, loaders, or similar equipment, shall have a cab shield and/or canopy adequate to protect the operator from shifting or falling materials.

Required Components

1. All vehicles shall have a service brake system, an emergency brake system, and a parking brake system. These systems may use common components, and shall be maintained in operable condition.
2. Whenever visibility conditions warrant additional light, all vehicles, or combinations of vehicles, in use shall be equipped with at least two headlights and two taillights in operable condition.
3. All vehicles, or combination of vehicles, shall have brake lights in operable condition regardless of light conditions.
4. Proximity Alarms – As a best practice, all equipment with a field of vision less than 270 degrees (i.e. rough-terrain/all-terrain tele-handlers) should be equipped with an operational proximity alarm (this is different than the back-up alarm requirement). This alarm will have an audio and visual component. Proximity alarms will be installed in a position to best mitigate the blind spot hazard.
5. Quick Hitch Releases – All equipment having quick hitch release mechanisms to change buckets or features on the equipment will be thoroughly reviewed and operators must provide evidence of training and knowledge, of their use and verify safety devices are engaged and fully locked.
6. All vehicles must be equipped with an operable audible warning device (horn) at the operator's station.
7. The wearing of seatbelts is mandatory on all equipment at all times. Riding in the beds of trucks, trailers or in/on any vehicle that does not provide safe seating for passengers is prohibited. Seat belts and anchorages meeting the requirements of 49 CFR Part 571 (Department of Transportation, Federal Motor Vehicle Safety Standards) shall be installed in all motor vehicles.
8. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be carried.

Inspection Requirements

1. All heavy equipment shall have a documented inspection at the beginning of each shift to ensure that the equipment is within safe operating conditions as required by the manufacturer and free of apparent damage that could cause failure while in use. All defects shall be corrected before the vehicle is placed in service. For a sample inspection form that may be used, see the Equipment Inspection Checklist.
2. Mobile equipment without the proper safety devices shall be reported to the person in charge of equipment maintenance for correction.

Maintenance

1. Maintenance of heavy equipment must be in accordance with manufacturer and other applicable requirements. Only qualified personnel are allowed to maintain equipment and must abide by the BB Project's requirements and have provisions for lone working. Maintenance personnel must have and follow written Lock Out Tag Out procedures (or block out procedures). Waste materials and liquids must be properly disposed of.
2. Except for emergency field repairs, a safety tire rack, cage, or equivalent protection shall be used when inflating truck or equipment tires after mounting on a rim, if such tires depend upon a locking ring or similar device to hold them on the rim.

Flaggers

1. A flagger or flaggers shall be utilized at locations on a construction site where barricades and warning signs cannot control the moving traffic. Flaggers shall be utilized in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the State Department of Transportation.
2. Flaggers shall be trained by persons with the qualifications and experience necessary to effectively instruct the employee in the proper fundamentals of flagging moving traffic. [Online training](#) resources are available for flagger certification. Certification of flaggers is available for look up by anyone and is [stored online here](#).
3. Flaggers must be certified and shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear. During the hours of darkness, flaggers' stations shall be illuminated such that the flagger will be clearly visible to approaching traffic and flaggers shall be outfitted with reflectorized garments manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear. The retroreflective material shall be visible at a minimum distance of 1,000 feet. White outer garments with retroreflective material that meets the above requirements may be worn during hours of darkness but not during snow or fog conditions, in lieu of colored vests, jackets and/or shirts.

HAZARDOUS MATERIAL

1. All known or suspected hazardous substances in the workplace will be properly labeled, including secondary containers.
2. Necessary, appropriate, protective equipment and devices shall be furnished by subcontractors for their personnel working with or exposed to hazardous substances.
3. Material usage and disposal shall be accomplished with strict adherence to applicable State and Federal Regulations and to manufacturers' warnings on the Safety Data Sheets (SDS) and product container labels.
4. The Subcontractor performing the removal of hazardous materials, shall be solely responsible for providing qualified and trained personnel to remove, store and transport the hazardous materials.
5. The Subcontractor shall refer to the definitions included in Sub-parts Z of 29 CFR 1926, for hazardous and toxic materials/substances and to others as additionally defined in Federal Standard 313A. Those most commonly encountered hazardous and toxic materials/substances include asbestos, polychlorinated biphenyl (PCB), Chromium VI, and lead-based paint or material, but may include others. The products most likely to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging and pipe covering, pipe, flooring materials, and lamp gaskets. Products likely to contain PCB are transformers, capacitors, voltage regulators and oil switches.
6. Where Asbestos Containing Building Materials (ACBM) lead paint or mold are abated, the Subcontractor, Subcontractors Tiers, Supplier, Vendor shall provide the Project Manager with clearance certificates, signed by a Certified Asbestos / Mold / Lead Consultant, once asbestos / lead / mold abatement has been completed.
7. The Subcontractor shall bring to the attention of the BB Project Manager and BB Safety Manager any material suspected of being hazardous encountered during execution of work. A determination will be made by the BB Project Manager as to whether the Subcontractor shall perform tests to determine if the material is hazardous and/or what measures will be taken to confirm that the material is hazardous and what abatement measures will be undertaken and by whom.
8. The Subcontractor shall provide the proper copies of the proper paperwork, shipping and disposal manifests to prove the hazardous materials were abated, stored, transported and disposed of in accordance with current local, state and federal requirements.

9. Empty aerosol spray cans shall be disposed of in proper containers identified by the BB Project Manager or Superintendent.
10. Paints and solvents shall be washed from tools in an approved washout location. Washout to be provided and maintained by Subcontractor.

HEAT ILLNESS PREVENTION

Subcontractors shall comply with [California's Heat Illness Prevention Standard](#). California subcontractors are required to take these four steps to prevent heat illness:

1. Training: Train all employees and supervisors about heat illness prevention.
2. Water: Provide enough fresh water so that each employee can drink at least 1 quart per hour, *and encourage them to do so*.
3. Shade: Provide access to shade and encourage employees to take a cool-down rest in the shade for at least 5 minutes. *They should not wait until they feel sick to cool down*.
4. Planning: Develop and implement written procedures for complying with the Cal/OSHA Heat Illness Prevention Standard.

In addition to California's HIP requirements, subcontractors shall provide the BB project team with their company's Heat Illness Prevention Program/written procedures (HIPP) not less than two weeks prior to their start of work on a project. Also, each subcontractor must provide proof of personnel training on their HIPP. Proof of training may consist of the following:

- a list of trained workers on subcontractor's letterhead,
- a class roster with the company name, or
- employee training cards.

Lastly, subcontractors must identify heat related exposures on their JHA(s) and PTP(s) to ensure control measures are in place and enforced. Subcontractor workers will be responsible for following the requirements set forth in their company's HIPP as well as following control measures identified on their JHAs and PTPs.

HOT WORK

1. Hot Work includes any work involving burning, welding, or similar operations that is capable of initiating fires or explosions.
2. Subcontractors who perform hot work activities must have a Hot Work Program that is either equal to or greater than BB's Hot Work Program.
3. Only authorized and trained individuals shall be permitted to perform hot work operations.
4. Hot Work shall be permitted only after all precautionary steps have been completed as indicated on the Hot Work Permit. See the attached "[Hot Work Permit](#)."
5. At least one fully charged and operable fire extinguisher that is appropriate for the type of possible fire must be immediately available at the hot work location. Balfour Beatty ensures that general duty fire extinguishers are provided and maintained per OSHA Standards, however, subcontractors must provide their own activity-appropriate type and size fire extinguisher protection as applicable.
6. Fire watch personnel must be trained in the use of fire extinguishing equipment and be familiar with the Project Specific Fire Prevention Plan. Personnel performing hot work activities must have adequate training and experience to

perform their duties safely. Personnel operating arc welding equipment and gas-shielded welding equipment must be competent. Personnel handling fuel gas must be instructed on safe practices.

7. A Fire Watch shall be maintained in the area of the hot work operations during hot work operations and for at least 30 minutes after the hot work has ceased. NOTE: Some projects may require a Fire Watch to remain in place for a longer period of time. BB's Project Manager or Superintendent will identify the areas/projects where the Fire Watch has to remain on station longer than 30 minutes.
8. All combustible materials shall be removed from the vicinity of any spark producing or open flame activity. Dumpsters must be located twenty (20) feet or more from buildings except when located beneath a trash chute.
9. No welding, cutting or spark producing activity shall take place within fifty (50) feet of flammable fuel storage or fueling operations, or within (25) feet of combustible materials.
10. Personnel engaged in hot work activities shall cover all wood planking, scaffolds, wooden forms, and flammable and/or combustible materials or liquids that are within 35 feet of the work area that cannot be removed, with approved fire-retardant blankets, pads, curtains, covers and/or shields.
11. Combustible floors are protected with approved fire-retardant blankets, pads, curtains, covers and/or shields.
12. Special precautions should be taken for heating pipes or other metal that is in contact with combustibles, walls, partitions, ceilings, or roofs.
13. When hot work is performed at an elevated location, sparks or slag that could fall and land under the hot work operation shall be adequately protected against.
14. Adequate ventilation is required for all hot work operations.
15. The floor shall swept clean within 35ft. of the work area.
16. The Subcontractor shall erect flash screens or suitable fire resistant barriers where there is the possibility of exposing personnel or the general public to radiation emitting from arc welding or similar operations.
17. Cylinders containing oxygen or oxidizing gases shall be separated from cylinders in storage containing fuel gases by at least 20 ft. or by a fire resistive partition having at least a ½ hour rating that is at least five feet high or 1 foot higher than the cylinders, whichever is taller. Note: According to EM385-1-1, 20.D.03d storage of fuel gases must maintain by at least 20 feet or by a fire restive partition having at least a 1 hour rating.
18. All compressed gas cylinders in service shall be secured upright in substantial fixed or portable racks or hand trucks.
19. Compressed gas cylinders shall be secured in an upright position at all times, except when being hoisted (except acetylene cylinders shall never be laid horizontal).
20. If propane cylinders are to be used on this project proper storage must be provided by the Subcontractor. This storage must be secured and kept a minimum of 50 feet away from any building or structures. This storage must be protection from vehicular/equipment traffic and no smoking within 50 feet signs shall be posted.
21. Sprinkler heads and/or sensors must be protected if hot work is done in close proximity to an automatic fire detection or suppression system. Systems may need to be placed in test mode during hot work activities.
22. Hot work is not allowed in the following areas:
 - In areas not authorized by BB Management
 - In the presence of explosive atmospheres (e.g. gases, vapors, liquids, or dusts)
 - In areas where explosive atmospheres could potentially develop
 - In areas with an accumulation of combustible dusts

23. Hot Work Permits (HWPs) shall be completed:

- For welding, cutting, grinding, and other hot-work activities.
- Prior to hot work activities commencing.
- For up to one work shift with the exception of exterior construction such as steel erection or reinforcing steel which may be completed for up to one week.

24. HWP Process

- i. Personnel who are to engage in hot work obtain a permit from BB
- ii. Personnel completes permit section 1
- iii. Personnel gives completed permit to BB Supervisor
- iv. BB Supervisor verifies adequacy of the permit
- v. BB Supervisor and personnel sign Part 1
- vi. BB Supervisor retains Part 1
- vii. Personnel takes Part 1A and retains it for records
- viii. Personnel fills out and displays permit at the location of the hot work
- ix. After fire watch is complete, personnel sign bottom of Part 2
- x. Personnel returns Part 2 to BB Supervisor.
- XI. BB Supervisor to retain HWP until conclusion of the project/activity

HOUSEKEEPING

1. All work areas shall be maintained in a “broom swept” condition utilizing a non-dust producing compound at all times to the greatest possible extent. This shall include packing materials, demolition debris, and scrap material, unused or unusable excavated material. If the Subcontractor fails to comply, the Project Manager or designee will remedy the non-conforming situation and deduct costs incurred from monies owed the Subcontractor.
2. Debris will not be allowed to accumulate. All trash shall be removed and cleaned up from the site or contained in suitable covered dumpsters, trash bins or similar containers.
3. Loose materials shall not be stored around the floor perimeter edge or perimeter of floor openings where they can be easily knocked off. All materials shall be maintained in neat stockpiles for ease of access. Keep aisles and walkways clear of loose materials and tools. Materials shall not be placed within six feet of any hoist way or floor openings or within ten feet of any exterior wall that does not extend above the material stored.
4. Clean up loose materials, waste, etc., immediately. This is especially important in aisles and in the vicinity of ladders, ramps, stairs, and machinery. Tools and loose materials should be removed immediately if a hazard is created. Protruding nails should be removed or bent over as the material is removed. Cleaned lumber should be stacked in orderly piles. Workmen performing this task should wear heavy gloves and puncture-proof insoles.
5. Empty bottles, containers and papers should not be allowed to accumulate where lunches are eaten on the jobsite. Trash disposal cans shall be provided. Glass bottles are not allowed on the construction site.
6. Any debris that is dropped more than 20 feet to any point outside the exterior walls of the structure shall be done with the use of a chute or slide. The chute or slide must be enclosed on all sides. Employees and general public shall be protected by flying debris by barricade or other protective means as necessary. A lockout/tagout program, fall protection or other requirements for the removal of clogged material may be required. Before removal of clogged material, a competent person shall review the operation and applicable JHA.
7. Spilled liquids shall be cleaned up immediately.

8. Sanitation will be in accordance with OSHA Subpart D 1926.51 (Sanitation). This references drinking water, toilet facilities, and hand washing stations.
9. All stairways, passageways, gangways, and crossways, must be kept free of material, supplies, and obstructions at all times.
10. Containers shall be provided for the collection and separation of waste, trash, oily and used rags, and other refuse. Containers used for oily, flammable, or hazardous wastes, such as caustics, acids, harmful dusts, etc., shall be equipped with labels and covers.
11. All trash and debris will be removed from all work areas daily. Trash receptacles shall be emptied as needed. All trash/debris must be cleaned up and disposed in the appropriate dumpsters and covered nightly. This includes lunch/break trash. Work areas must be cleaned every day by trades that generate the debris and maintained in a safe working condition. Housekeeping is a condition of employment
12. Sweeping compound shall be used when sweeping is conducted.
13. Any alterations/renovations in finished areas shall require adequate dust control methods such as temporary dust protection or tools/vacuums with HEPA filters to collect dust generated.
14. Dry sweeping and the use of compressed air for the cleaning of floors and other surfaces shall be prohibited. If vacuuming is used, the exhaust air shall be HEPA filtered to prevent generation of airborne respirable dust. Gentle wash down of surfaces is preferred.
15. Strict compliance with the project specific Construction Waste Management Plan is required. Recycled materials include but are not limited to wood, scrap metal, concrete, asphalt, cardboard, and drywall. Construction waste shall only be placed in the appropriately labeled dumpster.
16. Extension cords, hoses, welding leads, etc., must be run overhead when possible in stairways, aisles, and exit areas.
17. NO Tobacco or sunflower seeds are allowed on jobsites, (except in designated areas).
18. No eating in buildings (except BB designated lunch areas identified by the site logistics plan).
19. The floor of every workroom shall be kept as dry as possible. Drainage shall be maintained where wet processes are used, and false floors, platforms, mats, or other dry standing places shall be provided, when possible.

LADDERS

- Ladders should be considered as a last resort to gain access to work areas and/or work positions. Subcontractors shall eliminate the use of ladders as much as feasible by supporting the use of alternate methods for reaching work areas at various heights. For example, in lieu of ladders, a subcontractor may choose to use mechanical and mobile lifts such as elevated work platforms with guardrails.
- **Work Ladders** – Whenever possible, workers will use work platforms instead of work ladders Attachment 2 – Alternates to Ladders provides examples and alternative ideas for accessing work at heights. When work ladders are the only option, the Project Site shall exclusively use platform or podium style ladders or other approved means to access work at height. Fall protection or fall arrest system is required when the worker is at a standing height greater than six feet above all adjacent surfaces. When using a ladder or platform above 6' where the worker is tied-off, they will work with a spotter or work partner in the event they fall and have to be rescued from the suspended fall arrest system. Use ladders rated "ANSI Type I – Heavy Duty Industrial – 250 lbs." or greater capacity.

- **Traditional A-Frame Step Ladders & Extension Ladders:** Traditional A-frame step ladders and extension ladders are **NOT** allowed. In the event a ladder other than a podium/platform type ladder must be used to complete a specific work task, the following will be required to be completed:
 - i. A written request, using a Ladder Safety Plan or a Ladder Permit, will be submitted to the Project Supervision, which includes the following:
 1. An explanation of why a non -preferred traditional a-frame step ladder or extension ladder is necessary to complete the work task and the anticipated date by which this type of ladder will no longer be used.
 2. The method in which the ladder will be used.
 3. Documentation verifying that individual(s) using non-preferred ladders have received safe ladder use training for ladder type.
 - 4 The ladder user will follow the safety requirements (method of securing ladder, use of spotter to hold the ladder, etc.)
 - ii. A Ladder Safety Plan or a Ladder Permit will be submitted to the Project Supervision before the work activity with the traditional A-frame step ladder or extension ladder begins.
- **Access Ladders** - A fall protection (arrest) system is required for access ladders (including scaffold access ladders) where the top landing is greater than twenty feet above the adjacent surface. A ladder will only be used as primary access under a limited needs basis. Scaffold stairs shall be used to access elevated work areas when it is the primary access to an area. Scaffold systems over 20' should employ an internal stair/ladder.

Ladder users shall be trained on the following:

- Importance of using ladders safely including injuries due to falls from ladders.
- Selection of ladders, including types, proper length, maximum working loads, and electrical hazards.
- Maintenance, inspection, and removal of damaged ladders from service.
- Erecting ladders including footing support, top support, securing, and angle of inclination.
- Climbing and working on ladders including user's position and points of contact with the ladder.
- Causes of falls, including haste, sudden movement, lack of attention, footwear, and user's physical condition.
- Prohibited uses including climbing on cross bracing, uses other than designed, exceeding maximum lengths, and not meeting minimum overlap requirements.
- All manufacturer requirements and instructions

Safe Ladder Practices - General

- Only the following ladder types shall be used:
 - Type 1 (250 lbs maximum rated capacity),
 - Type 1A (300 lbs maximum rated capacity),
 - Type 1AA (375 lbs maximum rated capacity)
- Ladders must not be loaded beyond the manufacturer's rated capacity
- Ladders constructed primarily of metal shall not be used
- Manufactured-wood or trestle ladders shall not be used
- Ladders shall be used according to their intended design
- Specialty ladders shall only be used with BB approval
- Fall protection is required when the worker is at a standing height greater than six feet (6') above the adjacent surface. A retractable device is recommended for connecting to an anchor point for ladder use.
- A fall protection system shall be used when a worker is exposed to other potential fall hazards such as leading edges, open floor/wall holes or window openings while working and/or ascending or descending from a ladder.

- Access Ladders - A fall protection system is required for access ladders (including scaffold access ladders) where the top landing is greater than twenty feet (20') above the adjacent surface (within a 6' radius). **Scaffold stairs towers shall be used to access elevated work areas when it is the primary access to an area.**
- Only ladder rungs, not the side rails, shall be used while ascending or descending ladders
- Users shall keep their body in between the side rails of a ladder and not overreach
- Do not carry equipment or materials while ascending or descending ladders
- Users must face ladders and maintain 3 points of contact at all times while working and/or ascending or descending from a ladder
- Ladders must be equipped with non-skid safety feet
- Ladders shall be placed on a stable and level footing at all times
- Ladders shall not be used on ice, snow or slippery surfaces
- Do not place ladders in passageways, doorways, driveways, or any location where they may be displaced by other work activities, unless protected by barricades or someone dedicated to watch and warn both the user and others that might approach the work area
- Ladders shall not be placed on boxes, barrels, or other unstable bases to obtain additional height
- Ladder feet shall not be wrapped with plastic or carpeting
- At the base of a ladder, the landing surface must be clear and smooth (for example, when ladders are used to access rebar mats in an excavation, a piece of secured plywood would be an adequate landing).
- Avoid excessive pulling and pushing while on a ladder.
- Job-built ladders should only be built by qualified carpenters and according to OSHA and ANSI standards.
- Get help when moving large/heavy ladders.
- Never store material or tools on the steps of a ladder.
- Employees shall be trained on ladder use/safety as part of their employer's safety program.

Inspection / Maintenance

- Inspect ladders prior to use. Never use ladders with broken, bent or missing rungs or steps, broken or split side rails, missing labels, or other faulty or defective construction. Ensure movable parts operate freely without binding or undue play.
- Damaged ladders shall be tagged as defective and removed from service.
- Ensure the side rails, cleats, and/or rungs of ladders are kept clear and free of lines, hoses, cables, wires, oil, mud, ice, grease, and debris.
- Ensure areas around the top and bottom of ladders are kept clear of materials, tools, equipment and debris.

Safe Ladder Practices - Extension Ladders

- Extension ladders shall be setup at a 1:4 base to height ratio
- Side rails must extend at least 3 ft. above the upper landing
- Tie, block, or otherwise secure ladders to prevent them from being displaced or moved
- Extension ladders shall only be adjusted while standing at the base
- Workers shall not stand on the top three rungs of an extension ladder
- Extension ladders shall only be used with the rung locks engaged
- Always be aware of overhead hazards when setting up an extension ladder
- For heavier ladders, two people are required to erect and move the ladder
- A step-through system should be used when possible at the top of ladder landings

Safe Ladder Practices - Stepladders

- Always fully open and lock side braces when using stepladders
- Stepladders shall not be used for access and egress to elevated work areas
- Step ladders shall not be used as a straight ladder or in the partially closed position
- Do not place planks on the top or on any step of a stepladder
- Never stand on the top two steps or top cap of a stepladder
- Never climb on the rear side of a one-sided stepladder
- Never straddle a stepladder
- Place all four feet of the ladder on even and solid footing

- Do not “walk” ladders.

Safe Ladder Practices - Job-Built Ladders

- Job-built ladders must be constructed in accordance with ANSI Standard A14.4 1979
- Job-built ladders must be constructed for intended use and must safely support the intended load.
- If a ladder is to provide the only means of access or exit from a working area for 25 or more employees, or simultaneous two-way traffic is expected, a double-cleated ladder shall be installed.
- Double-cleated ladders must not exceed 24 ft. in length
- Single-cleat ladders must not exceed 30 ft. in length
- The width of single-cleat ladders shall be at least 15 inches, but not more than 20 inches, between rails at the top.
- Rail splicing is permitted only when there is no loss of strength to the rail
- Rails must be made from select Douglas fir without knots
- 2x4 inch lumber shall be used for side rails of single cleat ladders up to 16 feet long; 2x6 inch lumber shall be used for single-cleat ladders from 16 to 30 feet in length.
- 2x4 inch lumber will be used for side and middle rails of double-cleat ladders up to 12 feet in length; 2x6 inch lumber for double-cleat ladders from 12 to 24 feet in length.
- Inset cleats into the edges of the side rails ½ inch, or filler blocks shall be used on the rails between the cleats. Secure the cleats to each rail with three 10d common wire nails or other fasteners of equivalent strength. Uniformly space cleats at 12 inches top-to-top.

LOCK OUT TAG OUT (LOTO)

It is the policy of BB to strictly **prohibit work on energized circuits and equipment**. The requirement for lock-out tag-out (LOTO) applies to all sources of hazardous energy including electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Subcontractors and their tier-subcontractors who perform authorized hazardous energy work are responsible for their LOTO activities and must provide the BB Project Team with their LOTO program, applicable procedures, and proof of training. Specific LOTO procedures* for the task(s) to be conducted on the BB project must be included on or with the Subcontractors’ and their tier-subcontractors’ respective job hazard analysis and will be reviewed by the BB project team. All major equipment, i.e. hoists, backup generators, air compressors, etc., must have a specific written procedure for LOTO and energy isolation.

All LOTO must be coordinated with the BB SH&E Manager, Superintendent and/or Sr. Project Manager. No equipment shall be taken out of service without notification to the BB SH&E Manager, Superintendent and/or Project Manager. It is the Subcontractor and their tier-subcontractors responsibility to supply their own LOTO devices (e.g., tags, locks and point of contact--name and telephone number). Additionally, static/grounding cables must be used to prevent static spark anytime equipment is cut out or unbolted and removed where a hazardous atmosphere may be present.

*LOTO procedures shall be developed, documented and utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this standard. The procedures shall clearly and specifically outline the scope, purpose, authorization, rules, and techniques to be utilized for the control of hazardous energy, and the means to enforce compliance including, but not limited to, the following:

- Specific statement of the intended use of the procedure
- Specific procedural steps for shutting down, isolating, blocking and securing machines or equipment to control hazardous energy
- Specific procedural steps for the placement of lock out or tag out devices and the responsibility; and
- Specific requirements for testing a machine or equipment to determine and verify the effectiveness of lockout devices, tagout devices, and other energy control measures.

Placement of Locks

A member of the BB Project Management Team and the property owner or their representative(s) must be notified and have given approval to shut down and lock out the system or equipment before attaching the locks to the isolating devices.

It is the responsibility of each person working within the "LOCK-OUT" area to place his/her own lock or tag on upstream lockout points. Use of another person's lock or tag (i.e. working in the area under the security of another person's lock) is STRICTLY FORBIDDEN. During construction and prior to check out of the system, the supervisor in charge of the installation of equipment may attach a single lockout device as a means of control, but employees are still required to lock and or tag to assure their own safety.

If a job extends over a change in shifts, the person coming on the job shall put his/her lock on all the lock-out points and the person leaving shall remove his/her locks.

When more than one employee may be exposed to the hazard of re-energizing a de-energized circuit, each exposed employee must apply their own lock. A lock-out scissors, cable or other such multiple lock devices shall be used.

A stop button or electrical interlock must never be used as a substitute for "LOCKOUT".

All persons having the need to enter a locked out area or system will be issued as many locks as necessary to perform the expected tasks of the job. "LOCKOUT" locks will be identified with the individuals' number and name. One key will be issued with each lock. Any remaining keys will be forwarded to the project office.

If a job extends over a change in shifts, the person coming on the job shall put his/her lock on all the lock-out points and the person leaving shall remove his/her locks.

Use of another person's lock (i.e. working in the area under the security of another person's lock) is STRICTLY FORBIDDEN.

When more than one employee may be exposed to the hazard of re-energizing a de-energized circuit, each exposed employee must apply their own lock. Lock-out scissors, cable or other such multiple lock devices shall be used.

Removal of Lockout- Restoring Equipment to Service

When the servicing or maintenance is completed and the machine or equipment is ready to return to normal operating condition, the following steps shall be taken:

- Check the machine or equipment and the immediate area around the machine or equipment to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.
- Notify workers of intent to re-energize
- Check the work area to ensure that all employees have been safely positioned or removed from the area.
- Inspect the work area to confirm tools, support or test equipment are clear of danger.
- Verify that guards, interlocks, etc. have been re-installed when applicable.
- Verify that the controls are in neutral.
- Remove electrical jumpers, bypass lines and other such devices.
- Remove the lockout devices and re-energize the machine or equipment. Note: The removal of some forms of blocking may require re-energizing of the machine before safe removal.
- Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.
- When the person who applied the lockout is not available to remove it, due to lost key, absence, or any other reason, the abandoned lock procedure must be utilized. The removal of a lockout device has serious consequences and must not be taken lightly.
- Re-energize
- Confirm the system is operating properly and safely.

Abandoned Lock Policy

Due to potentially serious implications, a member of the BB Project Team must authorize the removal of a lockout device without a key. The [Abandoned Lock Form](#) is to be completed and followed for this purpose (see attachment).

Other Energy Sources

Lock-out tag-out must be used isolate hazards associated with energy sources such mechanical, hydraulic, pneumatic, etc.

1. For piping systems, lock out both inlet and outlet valves. Relieve pressure by bleeding or flushing. Ensure lock out prevents buildup of pressure.
2. For mechanical systems, place the equipment in the relaxed position or block the equipment to prevent movement. Use lock out devices to secure the block.

Coordination of LOTO among multiple trades

When more than one trade will be affected by LOTO, coordination must take place. BB Project Management & Supervision will ensure that coordination has occurred and is properly documented on a written procedure, job hazard analysis, and pre task plan.

LONE WORK

Whenever personnel work alone, such as in a confined space or an isolated location, the supervisor must account for each worker by sight or by verbal communication throughout each work-shift at regular intervals appropriate to the job assignment; and, at the end of the job assignment or at the end of the work-shift, whichever occurs first.

Supervisors must assess the hazards of the workplace; talk to the workers about their work and get their input on possible solutions; avoid having a lone worker whenever possible, especially for jobs with a recognized risk; take corrective action to prevent or minimize the potential risks of working alone; provide appropriate training and education; establish a check-in procedure; ensure regular contact is kept with all workers; establish ways to account for people (visually or verbally) while they are working; schedule high-risk tasks to be done during normal business hours, or when another worker is capable of helping when an emergency is present. Supervisors shall ensure rapid assistance to workers in the event of an emergency.

It is important that a check-in procedure be in place. The supervisor will decide if a verbal check-in is adequate, or if the employee must be accounted for by a visual check. Supervisors must make sure the plan is appropriate for both regular business hours as well as after main office hours.

Supervision and/or designated representatives must account for personnel by visual or verbal communication. Acceptable means of visual communication may include video surveillance or in-person visual contact. Acceptable means of verbal communication may include the use of mobile phones, two-way radios (walkie-talkies), in-person talking, or intercom systems.

MATERIAL HANDLING

1. Personnel engaged in rigging loads must be certified and trained accordingly. Personnel who perform multiple-lift rigging must be provided training on the specific hazards of multiple lifts, the procedures, and equipment. Equipment operators must be trained on the specific piece of equipment, its limitations, and appropriate attachments.
2. Material handling must not be conducted overhead of personnel or the public. A Controlled Access Zone (CAZ) must be established to restrict access.
3. Occupied buildings must be vacated if there is a potential for suspended loads to be dropped.
1. Horns, whistles, or other audible warnings should be sounded to warn personnel when loads are to be moved overhead.
2. Free-rigging, picking / suspending a load with a single fork while using tele-handlers such as rough terrain forklifts will not be permitted. Approved / Engineered lifting systems for this type of operation must be utilized.

General Material Handling Requirements:

- Make eye contact with all operators on powered material handling equipment

- Do not attempt to catch falling objects
- Tag lines must be used if loads could possibly swing or need to be manipulated by hand
- Wire rope shall not be burned off with heat. Any wire rope with welding damage must be discarded
- All loads must be made secure before moving or transporting
- Mark special custom-design grabs, hooks, clamps, or other lifting accessories to indicate the safe working loads.
- Lifting devices must be rated with limits, and equipment they are attached to (e.g. forklifts) must be designed and approved for those attachments
- All rigging equipment will be designed, proof tested and certified with a 5:1 safety factor
- Only drop-forged shackles and wire rope clips are permitted
- Job-made/custom-fabricated lifting hardware and attachments are prohibited unless designed by a Registered Professional Engineer and BB is provided with documentation.
- Palletized loads are not to be lifted with rigging (only lifted by forks)
- When workers could be exposed to injury from rigging failure, a pick plan must be developed with a rigging diagram illustrating component capacity. The capacities of rigging hardware must be marked on the device, and not exceeded
- Rigging hardware must be designed for the application and environment in which it will be used
- When not in use, rigging equipment must be stored properly
- Never block an aisle or walkway with materials or equipment
- Loads must not be swung or suspended over workers
- Equipment removed from service must be tagged with an "Out of Service" tag
- Load-line fittings are not allowed to contact the rigging block sheave
- Lifting will not take place if winds exceed 25 mph unless discussed with and approved by the lift director

Slings

- When slings are applied to sharp-edged loads, the sharp edges must be protected with softeners sized appropriately to prevent damage to the slings.
- All slings must have legible tags. If the tags are no longer legible, slings must be discarded so they cannot be used again.
- Slings should be double-wrapped when used in choke applications. Softeners shall also be used to prevent slippage.

Hooks

- All hooks shall have functioning safety latches. Hooks and other rigging components shall be attached in a secure manner. Hooks and other lifting attachments on the buckets of front-end loaders, and backhoes are prohibited from use unless used in accordance with the manufacturers specifications designed and certified by a professional engineer.
- Open hooks shall only be used when attaching or disconnecting the hook would place a worker in a dangerous position. A Job/Activity Hazard Analysis must be used to establish the hazards and methods to protect against those hazards involved in the use of open hooks.
- Hooks shall be visually inspected prior to use to verify safe working condition. Hooks shall be removed in accordance with the hook manufacturer's specifications, some criteria for removal from service are:
 - Evidence of cracks;
 - Wear exceeding 10 percent of original dimension;
 - A bend or twist exceeding 10° from the plane of the unbent hook;
 - Increase in throat opening exceeding 15 percent of original dimension;
 - Missing or improperly functioning safety latch;
 - Any modification, i.e. grinding or welding.

Come-Alongs and Chainfalls

Come-alongs and chainfalls shall be used in accordance with manufacturer specifications and legislative jurisdictional requirements. When chainfalls are used as a rigging component with a mobile crane, the lifts shall be deemed a critical lift.

Come alongs and chainfalls shall:

Be inspected for internal/external wear and be proof tested prior to use and every 12 months thereafter;

- Have the capacity identified;
 - Have all components, including the hook, rated in consideration of the required safety factors, of a sufficient capacity for the hoist;
 - Not have the chain wrapped around the load for hoisting; and
 - Have load limiters, if so equipped, set at or below the safe working load
- Come-alongs and chainfalls shall be removed from service if there is:
 - Any evidence of slipping or failure;
 - Any evidence of cracks, damage or other defects on the body or handles;
 - Excessive wear, stretch or deformity in the chain; or
 - A direction or recall from the manufacturer.

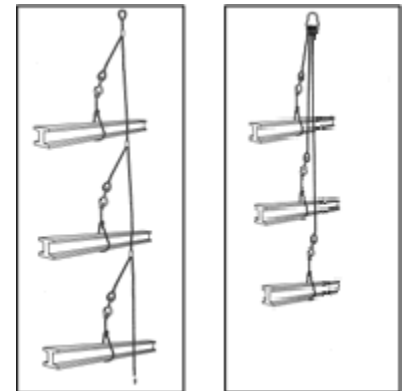
Inspection and Testing of Rigging Components

- Rigging components shall have a documented inspection prior to initial use on the project and defective rigging shall be tagged and removed from service.
- All spreader bars, lifting beams, links and other rigging components designed and certified/stamped by a professional engineer will be tested/inspected prior to initial use.
- Proof test all below-the-hook rigging devices prior to initial use to 125 percent of their rated load.
- Daily inspections must be performed and documented on all rigging and material handling equipment by a qualified person. For a sample form, please see the attached [Daily Rigging Inspection Checklist](#).

Multiple-lift rigging procedure

A multiple lift is only to be performed if the following criteria are met:

- A multiple lift rigging assembly/bridle is used (one device with one eye attached to the hook);
- A maximum of three members are hoisted per lift;
- The multiple lift rigging device has a capacity based on the manufacturer's specifications with a five to one safety factor for all components;
- Only beams and similar structural members are lifted (no bundles of decking); and
- All employees engaged in the multiple lift have been trained in these procedures.



The multiple lift rigging assembly must be rigged with members:

- Attached at their center of gravity and maintained reasonably level;
- Rigged from top down; and
- Rigged at least seven feet (2.1 m) apart.

The members on the multiple lift rigging assembly must be set in place from the bottom up.

PRESSURE TESTING

Subcontractors engaged in hydrostatic or pneumatic pressure testing of lines must submit a detailed plan and completed [Pneumatic Test Permit](#) (for Pneumatic Testing—not hydrostatic) to Balfour Beatty (BB) prior to any pressurization of piping systems and/or the use of pneumatic plugs.

Pressure Testing – Subcontractor Plan Requirements

The plan must, at a minimum, address the following:

- Reason for Pressure Test – Reference applicable contract requirements specification.
- Planned Test Pressure
- Planned Duration of Test
- Lock Out / Tag Out Program
- Written procedure for test which includes:
 - Test site preparations and related precautions including removal of unauthorized personnel, isolation of test site and a determination of the restricted distance for the pressure test. The restricted distance is the distance from the item(s) under test at which barriers and warning signs are placed to prohibit access.
 - Automatic pressure relieving device (pressure relief safety valve), which must be sized to handle the maximum output of the pressure source and set at not more than 110% of planned test pressure to prevent excessive pressure during testing.
 - Restraint Methods of Piping System
 - Names of test supervisor, participants, and their qualifications/training
 - Ratings of connections and fittings, including those used for solely for testing purposes must be rated for pressure equal or greater than the system piping.
 - Activity/Job Hazard Analysis (AHA/JHA) and Pre Task Plan (PTP) written for the activity, reviewed with BB and test crew immediately prior to testing.

Each employee required to wear a respirator must be trained before the first use. The training must be comprehensive, hazard/task specific, and repeated annually or more often if necessary. This training must include:

- Limitations and capabilities of the respirator
- Respirator use during emergencies or when a respirator malfunctions
- Reasons why respirators are required
- How improper fit, usage and maintenance can adversely affect the respirator
- How to inspect, put on and remove, use and check the seals of the respirator
- Maintenance and storage procedures
- How to recognize medical symptoms that limit or prevent the use of respirators
- The requirements of applicable federal and state regulations

SILICA

Respirable Crystalline Silica (RCS):

Each contractor engaged in a task that releases dust containing silica at the Action Level 25 µg/m³ must submit a Written Silica Exposure Control Plan to the Balfour Beatty project team, in order to avoid worker exposure for their own workers and other personnel. . For assistants creating a plan reference www.silica-safe.org. The plan will meet criteria set forth by [CFR 1926.1153\(g\)](#) and also include:

- Specific tasks that could release silica (Exposure assessment).
- Anticipated location, start and end dates for each task.
- Competent Person designation with (Mandatory) 3 hour Silica Training Certification
- Specific Exposure Control Methods to reduce or eliminate silica release per [CFR 1926.1153\(c\)\(1\) Table 1](#) (e.g. wet sawing or drilling, misting of dust, use of local exhausted power tools).

These plans will be shared with all contractors involved on the project who will review and incorporate them to avoid potentially significant exposures. Sometimes this may involve temporarily suspending operations in a specific area during a silica activity or scheduling the work activity for off hours.

Procedures:

All workers exposed to silica dust must wash their face and hands prior to smoking, drinking, eating and at the end of the shift.

Eating, drinking, smoking, use of chewing gum or tobacco is prohibited in all areas contaminated with silica dust.

Dry sweeping or dry brushing is not permitted along with the use of tools such as air compressors, leaf blowers, etc. to clean clothing or work surfaces that could contribute to the exposure of RCS on Balfour Beatty job sites.

To the extent feasible, all worker vehicles should be parked away from an anticipated silica dust generating operations.

Workers with anticipated exposures at or above the OSHA Action level of 25 micrograms per cubic meter of air must wear protective clothing (i.e. disposable Tyvek suit or washable work clothing) that stays on site. In some situations thoroughly vacuuming worker clothing with a HEPA filtered vacuum may be sufficient.

Air monitoring should be conducted to determine an Exposure Assessment at job sites where there is a potential for silica exposure at or above the action level. The purpose of the monitoring is to ensure that the appropriate level of respiratory protection and control method are chosen.

A reassessment of exposures will be conducted when a contractor has any reason to believe that new or additional exposures at or above the action level have occurred for the following:

- change in the production
- change in process
- change of control equipment
- change of personnel or work practices.

Engineering control methods may involve the following:

- Wet sawing
- Wet drilling
- Water mist or fog to control dust clouds
- HEPA filtered local exhaust power tools
- Enclosed, filtered, air conditioned equipment cabs
- Non-silica containing abrasives for use in abrasive blasting
- Housekeeping to minimize accumulation of silica-containing waste (spent abrasive, drilling/grinding dust)

Clean up and containerize waste as soon as feasible after generation (HEPA vacuum, or wet sweeping only)

Administrative controls can be used in conjunction with engineering controls to further reduce the likelihood of worker exposure or to minimize the number of workers who are over exposed. These administrative controls may include:

- Contractors who anticipate doing silica dust creating work should notify other contractors as far in advance as possible as to the location, date, start time and duration.
- Contractors will to the extent feasible, limit silica generating work to off hours, or coordinate times when other contractors can vacate the immediate work area.

- Contractors will leave the immediate work area while other contractors are conducting silica-generating operations above the 25 µg/m³ Action Level
- All areas with silica-generating activities will have silica warning signs posted at all access points and the area flagged off if necessary to prevent unauthorized workers from entering during silica generating operations. For example:



Rotating workers from high silica exposure jobs to low exposure jobs during the day. All workers must be trained to a Hazard Communication level awareness of silica. This training should cover the following topics:

- Adverse health effects of silica.
- Tasks, locations, jobs that may generate silica dust.
- Methods, equipment, procedures to be used to minimize dust generation and importance of following procedures.
- Methods used to determine worker exposure.
- Need to avoid silica-generating activities and to vacate the area if feasible when a silica generating task is started.
- Availability of any medical records that may be generated.
- Availability of any air monitoring records that may be generated.

(See also [Corporate Policy](#))

RESPIRATORY PROTECTION

Subcontractors are required to develop and implement a written respiratory protection program for situations in which permissible exposure limits of airborne contaminants could be exceeded or when the subcontractor requires use of respirators by workers. Respiratory protection must follow 29 CFR 1910.134.

The written program shall be submitted to the BB Project Team and shall address voluntary respirator use; respirator selection; medical evaluations; fit-testing; use of respirators; user seal checks; maintenance and care of respirators; identification of filters, cartridges and canisters; employee training; and program evaluation. The standard requires the respiratory program to be administered by a program administrator and updated to reflect the changing workplace conditions that affect respirator use. Applicable federal and state requirements should be addressed to ensure adequacy of written respiratory protection programs.

When subcontractor employees voluntarily wear respiratory protection, the subcontractor shall establish and implement written respiratory program components related to the medical evaluation of a worker's ability to wear the respirator safely. Elements relating to cleaning, storing and maintaining respirators must be addressed, as well. Applicable federal and state requirements should be addressed regarding requirements for employees who voluntarily wear respiratory protection.

Medical Evaluations

Respirator use puts a physical burden on the human body; prior to use of a respirator, a worker must be declared medically fit to wear one through a medical evaluation.

Fit Testing

Fit testing is required before any employee wears a respirator. A quantitative fit test (QNFT) or qualitative fit test (QLFT) must be conducted to ensure the proper make, model, size and style of respirator is selected by an employee. Applicable federal and state requirements provide protocol that must be followed when conducting the fit testing.

Additional fit tests are required:

- When a different face piece, size, make or model is used
- When the employee reports or the contractor, PLHCP, supervisor or program administrator observes changes in the employee's physical condition that could affect the fit of the respirator
- At least annually

Record Keeping

Medical evaluations must be kept by a contractor for duration of employment plus 30 years, in accordance with federal and state requirements. Fit-test records should be kept for the current year. When a new fit test is performed, the old fit test may be discarded.

SCAFFOLDING

Required Submittals for Scaffolding Erectors & Suppliers:

- Site-Specific Safety and Health Program that includes Scaffolding
- Pre-Task Plan (PTP) and Job/Activity Hazard Analysis (J/AHA)
- The name(s) of the Qualified Person designated by the Subcontractor. Documentation of the Qualified Person's training, experience and knowledge of the type of scaffolding being erected by the Qualified Person.
- The name(s) of the Competent Person. Documentation of the Competent Person's training, experience and knowledge of the scaffolding to be erected.
- Valid documentation from the manufacturer of the scaffolding that proves through specific signed and stamped documentation that the scaffold complies with applicable scaffold regulations. The documentation shall include, but not be limited to:
 - a) Testing performed in accordance with the Scaffolding Shoring & Forming Institute's SC 100-05/2005 (or most current test standard) recommended testing standard. Information on the SSFI SC 100-05/2005 standard can be found at www.ssfi.org.
 - b) Testing other than SSFI SC 100-05/2005 shall be equivalent and performed under the supervision of a qualified registered Professional Engineer who is licensed in the State where the testing was performed and where the scaffold is to be used.
 - c) Based on valid testing, the Subcontractors scaffold provider and/or erector shall provide the Maximum Allowable Loading per scaffold leg or per scaffold frame.
- Scaffolds manufactured *outside* of the continental United States shall have valid documentation to prove the scaffolding meets applicable regulations and has been tested in accordance with the Scaffolding Shoring & Forming Institute's (SSFI) SC 100-05/2005 recommended testing standard. Valid testing documentation must be submitted indicating that the paint and/or coating(s) on the scaffold components do not contain any hazardous materials such as lead, chromium, etc.

- Scaffolds that are designed by a qualified registered Professional Engineer (P.E.) shall include, at a minimum, the following documentation:
 - b) Drawings of the bracing pattern(s) for the scaffolding;
 - c) Drawings of the types and locations of the ties between the scaffold and the structure (tension, compression and sway ties);
 - d) Written instructions on how to erect the scaffolding;
 - e) Written instructions on how to inspect the scaffolding;
 - f) The maximum allowable loading per scaffold bay and scaffold tier;
 - g) Any other information the P.E. deems necessary to erect, inspect and maintain a safe scaffold;
 - h) The allowable deflection in a scaffold leg (when the leg is measured from the uppermost frame to the bottom of the supporting frame at ground, deck or floor level).
 - i) The method of accessing each working level (tier).
 - j) The areas where the scaffold can be enclosed with a tarp or other approved enclosure material.
 - k) The locations and types of ties to be used when a scaffold is fully or partially enclosed.

Required Submittals for Scaffold Users:

- Site-Specific Safety and Health Program that includes Scaffolding
- Pre-Task Plan (PTP) and Job/Activity Hazard Analysis (J/AHA)
- The name(s) of the “Competent Person” and/or “Qualified Person” designated by the Subcontractor
- Proof of scaffold awareness training for all users

Scaffolding Erection & Dismantling Requirements:

- Scaffolds are to be erected, modified or altered and dismantled under the supervision of a Competent Person and with good engineering practices.
- Erecting and dismantling of scaffolding shall be performed using fall protection systems at an elevation of six feet or greater unless approved in writing by BB. Scaffold erection must be done with 100% fall protection.
- Erectors must have training on fall awareness, site-specific fall hazards, fall protection equipment to be used, and rescue procedures.
- If erectors tie off to scaffold components, written approval must be granted by scaffold manufacturer.
- *It is highly recommended* that interior drop-down ladders or exterior stair towers be used in lieu of typical exterior ladders. See the attachment for [Ladder and Scaffold Alternatives](#).
- Scaffolds must be fully planked with scaffold-grade planks. Planks shall overhang the ledger or support by a minimum of 6” and a maximum of 18”.
- Scaffolds more than 3x (CA) 4x (AZ) higher than they are wide must be stabilized.
- Pins must be in place at all connections throughout the scaffolding.
- Scaffolds must be setup level and on a firm foundation.
- Handrails, mid rails and toe boards must be provided on all scaffold types, walkways, and bridges where the platform height is 2' or higher above an adjacent surface and within six feet (6') horizontally. When handrails and mid rails are not in place, an alternative fall protection system is required.
- All guardrail systems shall include toe boards throughout the entire system. Toe boards must be installed with a minimum of 1”x 4” inches nominal height. If an exterior screen extends from the ground to the top platform of the scaffolding, toeboards are not required.

- Cross braces will NOT be used as a top or mid-rail. Horizontal members must be installed on all guardrail systems where the scaffold platform is elevated six feet or greater.
- Rolling scaffolds shall be equipped with locking wheels, guardrails, diagonal bracing (if applicable) and outriggers (when applicable).
- Each scaffold shall be designed and constructed using a dead load safety factor that will ensure the scaffold supports, without failure, its own weight and 4 times the maximum intended working (live) load applied or transmitted to it.
- Scaffold planks shall meet the current safety criteria in ANSI A10.8, 29 CFR 1926 Subpart L, Southern Yellow Pine Inspection Bureau, West Coast Inspection Bureau and/or manufacturer's recommendations.
- Scaffolds shall be erected in accordance with the scaffold manufacturer's recommendations.
- Scaffolds that cannot be erected in accordance with the scaffold manufacturer's recommendations shall be designed and evaluated by a Qualified Registered Professional Engineer who is registered in the State where the work is being performed.
- Controlled Access Zones must be established around scaffolding erection/dismantling areas to prevent other personnel from being exposed to potential struck-by hazards.
- When scaffold trusses (put logs) are used in conjunction with the scaffolding, the Subcontractor/scaffold company/scaffold erector shall provide:
 - The Maximum Allowable Loading per bay or per square foot that is supported by the trusses (put logs).
 - Installation, use and inspection requirements (in accordance with the manufacturer's recommendations and qualified engineering services).
 - Specialized conditions and/or situations will have to be identified prior to submitting the scaffold bid. These conditions will be identified and the bidder shall provide valid documentation that the scaffold set up and use is in compliance with applicable regulations and scaffold manufacturer's recommendations.
- All scaffold components shall be installed by the Competent Person per manufacturer specification.
 - Scaffolding that has not been erected in a manner that allows for all its parts to fit together as was originally intended by its manufacturer shall not be utilized.
 - Tie wire shall not be utilized as a method for securing scaffold sections or components together unless expressly recommended and indicated in writing as being approved by the scaffold manufacturer. Tie wire shall not be used to take the place of the scaffold manufacturer's standard guardrail system components.
 - Not all types of scaffolding will work for any given geometrical configuration. For example, Tubular Weld sectional scaffolding would not be the proper choice for the Competent Person to erect around a circular structure-- tube and clamp (coupler) would be the appropriate selection for that configuration.

Scaffolding Inspection & Tagging Requirements:

- The following requirements for inspecting and tagging shall be used for all types of scaffolding including all rolling and portable scaffolds.
- Scaffolds must have a documented inspection by each Subcontractor's competent person;
 - daily before each shift; or
 - after any occurrence that might compromise its structural integrity.
- After inspection, if the scaffold is deemed safe, each Subcontractor's competent person must sign and date a green tag at the base of each scaffold ladder or access way to indicate the scaffold is safe to access and use.
- After inspection, if the scaffold is deemed unsafe, each competent person must place a red tag at each ladder or access way to indicate the scaffold is not currently safe to be accessed.

- All scaffolds will be red tagged every evening or at the end of the work shift and green tagged before use.
- Please see the attachment for a sample [Scaffold Inspection Checklist](#).

Scaffolding User Requirements

- No objects and/or equipment shall be used on top of scaffold platforms to increase work height.
- Never leave a scaffold in an unsafe condition.
- Never climb scaffold braces or guardrail systems-- use the proper ladders and stairs.
- Check for capacities and do not overload.
- Rolling scaffolds wheels shall be locked when work is being performed. Surfing, skating, and riding is prohibited unless proper braking mechanisms are installed and the floor is free of surface encumbrances or obstacles.
- Perry type and other similar types of rolling scaffolds platforms shall have guardrails installed when used as a working platform.
- Prior to any modification of scaffolding (i.e. guardrail removal) the competent person who owns control of the scaffolding must be notified and approve any modifications of the scaffolding. The Competent Person must red tag the scaffold prior to and during the course of modifications. Also, the subcontractor's competent person must ensure that affected personnel are notified.
- When forklifts/tele-handlers are used to hoist equipment/material onto scaffolding, a Controlled Access Zone must be established around the forklift to prevent other personnel from being exposed to potential struck-by hazards.
- Covered walkways shall be provided to protect personnel entering / leaving the building(s) from falling materials during construction.

STEEL ERECTION

Steel erection activities include hoisting, connecting, welding, bolting, and rigging structural steel, steel joists and metal buildings; installing metal deck, siding systems, miscellaneous metals, ornamental iron and similar materials; and moving from point-to-point to perform these activities.

Subcontractors engaged in steel erection shall attend the Steel Erection Preconstruction Meeting and shall complete and submit to the BB Project Team a Site-Specific Steel Erection Plan that meets or exceeds the content on the [Site-Specific Steel Erection Plan Outline](#).

Personnel must be trained according to the tasks they're engaging in. Typically, most steel erection personnel will need at least one of the following trainings/certifications:

- Certified crane operator
- Certified rigger
- Certified signal person
- Aerial work platform training
- Welding certification as applicable
- Connector training
- Steel erection training requirements:
 - Multiple lift rigging procedures
 - Connector procedures
 - Controlled decking zone procedures
- Ladder selection and use
- Fall Hazard Training:

- Recognition and identification of fall hazards in the work area
- The use and operation of guardrail systems (including perimeter safety cable systems), personal fall arrest systems, positioning device systems, fall restraint systems, safety net systems, and other protection to be used
- The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used
- The procedures to be followed to prevent falls to lower levels and through or into holes and openings in walking/working surfaces and walls; and the fall protection requirements for structural steel erection
- Procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used
- Site-specific fall prevention plan

UTILITIES UNDERGROUND

Utility Locating Requirements

Subcontractors whose scope of work involves the penetration of the ground whether by hand or mechanical means shall locate and identify all utilities prior to the start of penetration. Activities covered by these requirements range from saw cutting, jackhammering, coring, trenching, excavating, demolition, boring, drilling, grading, mass excavation, etc.

For excavation activities, please also refer to [Excavation](#). When utilities will be shut down/isolated/de-energized/etc., [lock out tag out procedures](#) must be followed.

Subcontractors shall:

1. Attain as-built drawing(s) if available.
2. Contact Dig Alert by calling 811. The website for Dig Alert is www.digalert.org.
3. Hire a ground-penetrating radar company to verify utility locations of ALL surfaces to be penetrated.
4. Utilize issued orange Activity Notification Flag and Vest for equipment and operators

Required Submittals for Subcontractors

For activities involving the penetration of the ground's surface, the Subcontractor shall submit the following in addition to typically required safety documents prior to starting work:

- The name(s) of the designated "Competent Person" with supporting documentation indicating training and competency. (No excavating or work in excavations will be allowed without the Competent Person onsite and supervising these operations at all times).
- A Job Hazard Analysis that adequately addresses the task(s) involving penetration of the ground's surface and safe measures for preventing utility strikes.

Pre-Dig Meeting

A mandatory pre-dig meeting will be held for any scope of work involving the penetration of the ground whether by hand or mechanical means. The meeting should be held no later than **two weeks prior** to the start of work.

Each applicable subcontractor shall ensure the attendance at this meeting by their foreman, operator, and crew.

Strike Prevention Procedures

Every effort must be made to **remove or de-energize utilities as the first** order of business.

If a utility is properly identified, shut down, and "safed off" via lock out tag out, and the utility is struck during an activity, BB does **not** consider the event a utility strike, but it **would be considered property damage** and must be repaired by the party responsible for the damage.

Note, **lock out tag out must be performed by a qualified person and testing must verify a zero-energy state for the utility.**

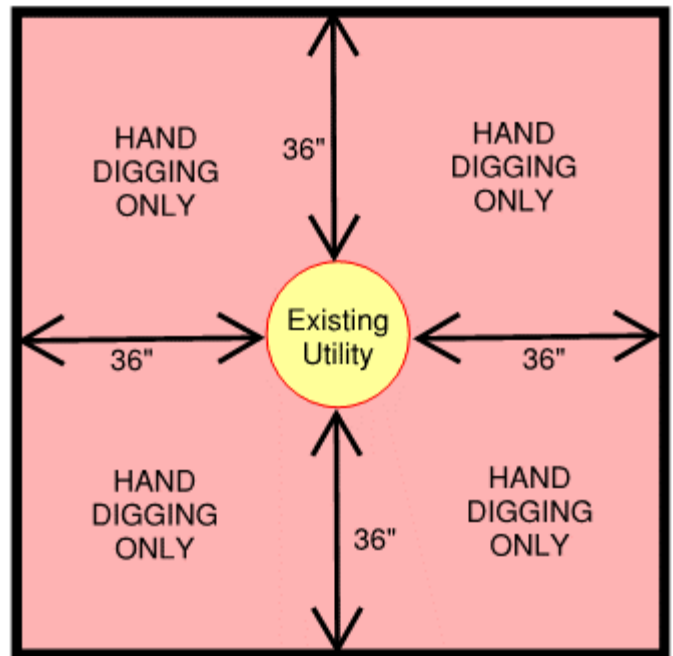
When within three (3) feet or 36 inches in any direction of known utilities that are energized, hand digging or vacuum excavation is required.

Potholing Procedures

Potholing is performed to verify the location and depth of utility lines and potholing procedures shall be followed to prevent damage to the identified underground utilities. Before ground-penetrating activities begin, potholing for the utilities will take place. Potholing will be done using hand labor or a vacuum excavation system. NOTE: Utilities typically identified by locate services have a three-foot safe zone. In other words, the utility should be within a three-foot zone of either side of the markings.

Potholing will be performed to locate the utility. The utility **MUST** be found prior to the start of excavation operations.

The soil must be excavated in 6" lifts (approximately) by hand to verify that no utilities are present. If utilities are located, then the utilities must be exposed by hand. The proper tools that can be used for handwork are shovels and pry bars (or other tools of this nature), OR vacuum excavation systems. At no time should a pickaxe or other similar tools be used. Before using a vacuum excavation system, contact the utility owner to determine if the utility owner will allow the use of a vacuum system. Not all utility owners allow the use of vacuum systems for locating the utility.



Do not assume that the utility will continue on the same line and grade. If any damage occurs to any line, contact the utility company, the utility engineer and the project superintendent IMMEDIATELY. An Incident Report must be completed IMMEDIATELY by the BB Project Team. **All existing utilities will be located, marked and visually verified prior to starting any operation. Locate markings must be protected as applicable. It is recommended that time-stamped photos be taken of markings prior to breaking ground.**

Underground Utility Pothole Spacing and Frequency - Any deviation from this procedure will require approval from the BB Project Manager. The following spacing and frequency requirements will be followed on all projects:

Life threatening utilities such as gas, forced sewer mains, water mains and electrical services will be exposed through the entire length of the excavation.

Gas and electric lines within 25 feet of your work area will be potholed and marked every 25 feet to verify that the line has not changed directions.

Gas and electric lines outside the 25 feet of the work zone will be potholed at least once on each end of the limits of the excavation to verify Underground Service Alert and the utility plans.

Communication Lines- **Fiber-optic lines** will be potholed **every 25 feet** within the work area. **Telephone/Cable lines** will be potholed **every 50 feet** within the work area. IF there is any damage to a fiber optic line, **DO NOT LOOK INTO THE FIBER OPTICS. THE LIGHT WAVES GOING THROUGH THE FIBER OPTICS CAN CAUSE SERIOUS EYE INJURIES.**

Other Utilities:

Will be potholed every 25 feet for lines less than 8" in diameter.

Will be potholed every 50 feet for lines 8" though 24" in diameter.

Will be potholed every 100 feet for lines greater than 24" in diameter.

At least two (2) potholes must be obtained for each utility within the work zone regardless of the size of the work area.

Utilities in Roadways

Utilities that are located within the roadway will be potholed.

Street plates will be obtained to cover a pothole when there is live traffic on the roadway. The street plates shall be of sufficient size and thickness to allow traffic to safely drive over them by pre-grind to allow the trench plates to be flush with the horizontal plane. The street plates shall be secured in place in accordance with the local, state and/or federal requirements.









For roadway work not scheduled to be excavated in the current operation, an asphalt patch will be placed over the pothole. This will be done after all pothole information has been recorded and the pothole has been offset using stakes and ribbon.

Utility Locating

Subcontractors shall locate and identify all utilities prior to the start of ground-penetrating activities. Equipment operators must understand the locations and types of utilities.

Prior to the start of any excavation a utility locate service must be contacted. Each state has a different locate service with specific rules outlining their services. It is very important to understand the state or local guidelines in advance of your excavation. Typically locate companies require 2 days advanced notice before performing a locate. Before calling for locate services, the excavation area must be pre-marked with white paint, stakes or flags. In addition, newly constructed work IS NOT covered (i.e. drainage, electrical subcontractor new installations, etc.) and shall be located by other means. The Subcontractor engineer, foreman, or superintendent responsible for this work will be contacted to verify what has been constructed and an appropriate as-built requested. The One Call service can be contacted by calling 811. The website for Dig Alert is www.digalert.org. **Ground penetrating radar WILL be used to verify utility location prior to digging/cutting ALL surfaces.**

Utility Color Markings - The following colors and symbols have been adopted by all utilities for marking underground utilities:

	Blue	Water
	Orange	Telephone, Railroad, Cable TV
	Green	Sewer, Storm Drain
	Red	Street Lighting, Electric, Traffic Signals (may be orange)
	Yellow	Gas
	Pink	Survey
	White	Proposed Excavation
	Purple	Reclaimed Water, Irrigation, and Slurry Lines

Dig Permits

A [Dig Permit](#) is required for all operations which penetrate the original ground surface. The Subcontractor foreman of each operation is responsible for ensuring that the Dig Permit, Job Hazard Analysis (JHA) and Pre-Task Plan (PTP) and all necessary drawings are available at the operation and in the cab of the excavator, backhoe, etc. The operator is ultimately

responsible and will be held accountable to ensure the operation does not proceed without a valid Dig Permit. The BB Superintendent will verify that the Dig Permit has been properly completed and will assign an orange flag and vest to the approved operator and equipment. The following documents will be attached before being distributed to the foreman and operator:

- A signed copy of the Job Hazard Analysis (JHA).
- A Pre-Task Plan (PTP) must be completed by the crew and signed by all members.
- The page of the Topography & Utility Plan sheets for the work zone that the permit covers. Any utility relocations that have been completed before the start of the operation must be clearly noted on these drawings.
- A copy of the Utility Plan sheets for the work zone the permit covers. Notes and highlights must be made on these drawings to indicate which runs have been installed.

Unintentional Uncovering of a Utility (known or unknown utility)

If during the course of excavation a utility has been exposed, it is the Subcontractors' responsibility to inspect and support these facilities prior to backfilling. If damage of any kind is discovered, or any suspicion of damage exists, call the utility engineer so documentation can take place. The utility engineer will then notify the utility owner.

All unidentified underground utilities that are discovered during the course of excavation activities shall be marked on the As Built Plans and the BB Project Manager shall be IMMEDIATELY notified.

Reporting Requirements

If a utility strike/hit does occur, several reporting steps are required:

- First and foremost, clear and secure the area if there is potential for further exposure to hazardous environments.
- Contact the appropriate utility owner to inform them of the damage so they can inspect and repair, if necessary.
- Notify the Utility Engineer and BB Project Superintendent.
- The Subcontractor shall complete the Incident Report Form and transmit it to the BB Project Manager.

UTILITIES OVERHEAD

1. Any equipment having the ability to work under, cross underneath, and/or reach over overhead electrical lines will follow the guidelines set forth by OSHA in 1926.1408, 1926.1411, & 1926.600. BB recommends that equipment working in close proximity to overhead electrical lines be equipped with a Proximity Warning Device (PWD) to notify the operator and/or operatives surrounding the equipment of the proximity to the danger zone.
2. If working near overhead electrical lines, the Subcontractor shall install "DANGER OVERHEAD POWERLINES" signs at all designated equipment crossings. This sign must state the voltage of the overhead line. For all other utilities, the Subcontractor will install "DANGER OVERHEAD UTILITY" signs to warn of the overhead hazard. For all other equipment traveling underneath overhead utilities, to include use of on-road or off-road haul trucks transporting dirt / materials to the project a "NO DUMP ZONE" will be established to eliminate dumping within 50' of either side of the overhead line. The Subcontractor will identify the "NO DUMP ZONE" through the use of signage.
3. Subcontractors shall provide full-time spotter(s) whenever any equipment has the ability to work under, cross underneath, and / or reach over overhead utility lines, for example, electrical, cable, phone, fiber-optic, etc. This spotter will assume no other duty and be equipped with air horn, reflective vest, and red flag.
4. Subcontractor will limit equipment travel underneath overhead utilities to designated areas only. To prevent equipment from traveling underneath lines the Subcontractor shall install the most substantial means of protection. At a minimum, yellow protection will consist of poly rope with red flagging.

5. Subcontractors shall protect all guy wires and utility poles from contact with equipment operating in the area through the use of barricades (water-filled barricade, temporary concrete barrier, or pipe bollards). If installed on a road project and within the clear zone of an active travel lane, all barriers must be installed per the Department of Transportation (DOT) Index & Manual on Uniform Traffic Control Devices (MUTCD).
6. Special attention must be given to identify & safeguard utility cabinets, transformers, in ground utility boxes, etc. Means of identification and protection shall be at a minimum of posts with orange fence installed around the utility.
7. Each day, prior to working in close proximity to overhead utility lines, the Subcontractor shall review and complete an "[Overhead Utility Permit](#)"-- This permit, the Job Hazard Analysis and the Pre-Task Plan must be submitted for review by the BB Project Team prior to commencing any work where overhead utility strikes are possible.
8. Subcontractors who will enter the Minimum Safe Approach Distance of energized or potentially energized electrical equipment shall provide an acceptable non-conductive plan that is approved by an officer of BB.
9. Subcontractors shall maintain distance from electrical lines, apparatus, or any energized (exposed or insulated) parts according to the following. Electrical line sway, tools, and equipment must also be taken into consideration when determining the Minimum Safe Approach Distance.

Minimum Safe Approach Distance Chart on next page...

Voltage Range (phase to phase)	Minimum Safe Approach Distance
0 to 50KV	10'
Over 50KV to 200KV	15'
Over 200KV to 350KV	20'
Over 350KV to 500KV	25'
Over 500KV to 750KV	35'
Over 750KV to 1000KV	45'

Electrical lines >50,000 volts require one foot additional clearance for every additional 30,000 volts

VEHICLES

1. A valid driver's license is required for operating any vehicle or heavy machinery on the job site or corresponding right-of-way.
2. The wearing of seatbelts is mandatory on all equipment at all times. Riding in the beds of trucks, trailers or in/on any vehicle that does not provide safe seating for passengers is prohibited.
3. Posted speed limits must be followed.
4. Cell phone use is not allowed while operating equipment.
5. On-site parking may not be available. Subcontractors are responsible for securing adequate parking for their employees.

WORK AT HEIGHTS

1. Fall protection shall be used by all employees when working six (6) feet or more above the ground/floor or whenever working in a precarious position, unless other adequate fall prevention (guardrails or safety nets) are provided.
2. A Site-Specific Fall Protection Plan (SSFPP) must be developed by each Subcontractor for all work with a fall exposure of six (6)-feet or greater when conventional fall protection will not be used. The SSFPP shall be submitted to the BB Project Manager, BB SH&E Manager and/or BB Superintendent for approval fifteen (15) days prior to commencing work that will involve fall exposure. SSFPPs may be generated using the attached document titled "[Site-Specific Fall](#)

[Protection Plan Template](#)". If subcontractors choose to use their own form, it shall have the same content at a minimum.

3. Workers engaged in working at heights are responsible for following their employer's safety plan and site-specific fall protection plan.
4. Foremen are responsible for ensuring JHAs and daily Pre-Task Plans are completed, understood, and followed by their crew members.
5. Competent persons are responsible for completing daily safety inspections and ensuring that their site-specific fall protection plan is adequate, amended as needed, communicated, and followed by crew members.
6. Subcontractors shall provide copies of the fall protection manufacturer specifications prior to the start of work.
7. "Monitor-Type Systems" are NOT permitted.
8. Personnel whom create a potential fall hazard or tear down, remove, or damage a fall-hazard control shall be fully responsible to correct the hazard immediately. A competent person in fall protection shall inspect the correction to ensure adequacy.

Personal Fall Arrest Systems

- Body belts shall not be used as part of a personal fall arrest system. Only full-body safety harnesses are approved for use as a part of a personal fall protection system.
- Shock absorbing lanyards must be used unless a Self-Retracting Lanyard is in use.
- Wire rope lanyards shall not be used as connectors in a personal fall arrest system unless a wire rope lanyard with an energy absorber is required due to the type of work being performed (welding, cutting, etc.).
- On suspended scaffolds or similar work platforms with horizontal lifelines which may become vertical lifelines, the devices used to connect to a horizontal lifeline shall be capable of locking in both directions on the lifeline.
- Horizontal lifelines shall be designed, installed, and used, under the supervision of a qualified person, as part of a complete personal fall arrest system, which maintains a safety factor of at least two.
- Lanyards and vertical lifelines shall have a minimum breaking strength of 5,000 pounds.
- When vertical lifelines are used, each employee shall be attached to a separate lifeline.
- Fall arrest equipment shall be protected against being cut or abraded. Padding, softeners, etc. must be used to protect equipment from sharp edges.
- Self-retracting lifelines and lanyards which automatically limit free fall distance to 2 feet or less shall be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the lifeline or lanyard in the fully extended position. When used for leading edge work, lifelines must be protected from sharp edges.
- Anchorages shall be independent of any anchorage being used to support or suspend platforms and capable of supporting at least 5,000 pounds per employee.
- Personal fall arrest systems shall:
 - limit maximum arresting force on an employee to 900 pounds
 - be rigged such that an employee can neither free fall more than 6 feet, nor contact any lower level.
 - have the anchor end of the lanyard secured at a level not lower than the employee's waist.
 - bring an employee to a complete stop and limit maximum deceleration distance an employee travels to 3.5 feet.
 - have sufficient strength to withstand twice the potential impact energy of an employee free falling a distance of 6 feet, or the free fall distance permitted by the system, whichever is less.
- The attachment point of the body harness shall be located in the center of the wearer's back near shoulder level, or above the wearer's head.
- The employer shall plan and provide for prompt rescue of employees in the event of a fall or shall assure that employees are able to rescue themselves.

- Personal fall arrest systems shall not be attached to hoists, nor shall they be attached to guardrails.
- When a personal fall arrest system is used at hoist areas, it shall be rigged to allow the movement of the employee only as far as the edge of the working level or working area.
- Each personal fall arrest system shall be inspected not less than twice annually by a competent person in accordance with the manufacturer's recommendations. The date of each inspection shall be documented.
- Personal fall arrest systems shall be inspected prior to each use for wear, damage, and other deterioration, and defective components shall be removed from service.

Positioning Device Systems

Positioning device systems and their use shall conform to the following provisions:

- shall be rigged such that an employee cannot free fall more than 2 feet.
- when working over 6', must be used in conjunction with a personal fall arrest system.

Personal Fall Restraint

- All Lanyards used for fall restraint are to be as short as possible and will prevent an employee from reaching a leading edge.
- When a fall restraint system is used for fall protection from an aerial lift or a boom-type elevating work platform, the lanyard and anchor must be arranged so that personnel are not potentially exposed to falling any distance.
- Anchorage points used for fall restraint shall be capable of supporting 4 times the intended load.

Additional fall protection requirements

- During break periods, personnel shall fully remove and properly store full-body harnesses.
- All fall arresting, descent control, and rescue equipment shall be used in accordance with the manufacturer's recommendations.
- Any fall protection equipment subjected to a fall shall be immediately removed from service and shall not be used again.
- Lifelines and anchorages shall be capable of supporting a minimum dead weight of 5000 pounds.
- Safety net systems and their use shall comply with applicable Federal, State, and Local Regulations.
- Control measures must be established to prevent material, equipment, tools, etc from falling to lower levels where personnel may potentially be struck. Tool tethers/leashes and restricted areas below overhead work are acceptable means of protection from falling objects.

Guardrails

Guardrails must be provided at floor openings, open sides, and/or leading edges or personal fall protection must be used. Guardrails or wire cables must follow these requirements:

- Top edge height of top rail/cable must be 42" + or - 3". (In California, top rails must be 42-45 inches).
- The maximum deflection for the top rail when a load of 200 pounds is applied in any direction at any point on the top rail shall not exceed 3 inches in any direction.
- Mid-rail/cable and toe boards must be installed and able to withstand 150lbs impact force.
- Guardrails or wire cables will not be used for anchoring personal fall arrest/restraint.
- Upright supports for a wood guardrail system shall be spaced no greater than every 8 ft. on center.

Wire Rope Guardrails

- All connections and splices shall be loop-type connections. If the loop is formed to splice two pieces of wire rope together, thimbles shall be used in the eyes formed by the loops and the forged wire rope clips are to be installed in

accordance with the manufacturer's recommendations, including torquing the nuts on the wire rope clips to the specified foot-pounds.

- Top rails must have flagging every six feet for visibility purposes.
- Wire rope guardrail runs shall be erected to allow sections to be removed without jeopardizing the entire perimeter when other workers could be exposed to falls.
- The saddles of all wire rope clips used shall be constructed of forged steel rather than malleable steel in accordance with ASME B30.26-2004.
- The installer of the wire rope system must carefully follow the manufacturer's instructions and specifications regarding the number of clips, spacing, clip size for a particular wire rope size and type, rope lay, and torque values.

Warning line systems (Only when conventional fall protection system configurations are infeasible)

Roofing work on Low-slope roofs:

- Each employee engaged in **roofing activities** on low-slope roofs, with unprotected sides and edges 6 feet (1.8 m) or more above lower levels shall be protected from falling by:
 - a combination of warning line system and safety monitoring system.

Training

Subcontractors shall train each employee exposed to fall hazards in the following areas:

- The nature of fall hazards in the work area;
- The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
- The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, controlled access zones, and other protection to be used;
- The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs;
- The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection; and
- The role of employees in fall protection plans;

Certification of training

Fall protection certificates shall contain the name or other identity of the employee trained, the date(s) of the training, and the signature of the person who conducted the training or the signature of the employer.

Retraining

Circumstances where retraining is required include, but are not limited to, situations where:

- Changes in the types of fall protection systems or equipment to be used render previous training obsolete; or
- Inadequacies in an affected employee's knowledge or use of fall protection systems or equipment indicate that the employee has not retained the requisite understanding or skill.

Subcontractors whose personnel are or may be potentially exposed to working over/near water shall have and follow an adequate Site-Specific Working over Water Plan (WOW Plan). Subcontractors are required to submit the following documentation to BB Project Management & Supervision:

- Site-Specific WOW Plan
 - Job/Activity Hazard Analysis (J/AHA)
 - Pre-Task Plan (PTP)
 - Competent Person
 - Responsibilities
 - Rescue equipment and procedures
 - Lifesaving equipment to be used
 - Fall protection measures
 - Proof of training on:
 - The employer's safety programs and procedures
 - Fall awareness for working over water
 - Equipment to be used (use, installation, maintenance, storage, etc.)
 - Competent person
 - OSHA 30
 - CPR and First Aid
 - Site-specific hazards
 - Rescue equipment and procedures
 - Lifesaving and personal protective equipment

Workers engaged in working over water are responsible for following their employer's safety program, procedures, and WOW Plan. Foremen are responsible for ensuring JHAs and daily pre-task plans are conducted, understood, and followed by their crew members. Competent persons are responsible for ensuring that their WOW Plan is adequate, amended as needed, communicated, and followed by crew members.

ENVIRONMENTAL REQUIREMENTS

AIR QUALITY MANAGEMENT

Subcontractors must furnish all applicable Air Quality Permits required by the California Air Resources Board, South Coast Air Quality Management District or other local regulatory body for specific operations or equipment being used on site.

Indoor Air Quality

- Safety Data Sheets (SDS) and VOC content of all adhesives, sealants, coatings, paints, carpets, composite woods, etc. must be submitted for review by the BB Project Management Team prior to these products being brought on site.
- Mix, measure, and store materials that emit harmful vapors outside enclosed structures.
- The use of equipment that generates harmful fumes is prohibited inside buildings after close-in, unless scrubbers and/or ducted ventilation are used.
- Adequate ventilation and monitors are required for the use of propane or other gas fired devices indoors or in confined spaces.
- Stored material must be covered, stored off of the deck, and kept in a dry environment. Quantities should be limited to what can be installed in a reasonable time (e.g. two weeks or less).
- Changes in finished areas should be treated as renovations.
 - For dust-generating operations, HEPA filtration and negative air pressure should be used.
 - Tools fitted with HEPA filters may be used to control dust.
- All subcontractors will be required to use sweeping compound.
- All cleaning products used on the project must comply with Green Seal Standard GS - 37 for Industrial and Institutional

Cleaners.

- Mold and moisture control is key to proper indoor air quality. Store all absorptive materials to prevent moisture infiltration.

GENERAL ENVIRONMENTAL

1. Use dust control if fugitive dust is observed.
2. Comply with all applicable vehicle and operational air emissions requirements.
3. Save water-- reduce the use of clean water by harvesting and reusing water as much as possible, fix leaks in hoses or water source when observed.
4. Conserve energy usage as much as possible to perform your work activities. To reduce CO2 emissions, using equipment that runs on propane, natural gas, electricity, or batteries is encouraged.
5. Site personnel are encouraged to carpool to reduce CO2 emissions, minimize site disturbance, and maximize the use of available space.

STORMWATER COMPLIANCE

1. Subcontractors shall;
 - a. comply with Stormwater Pollution Prevention Plan (SWPPP) to prevent any pollutants into the storm drain conveyance system or infiltrating into the soil;
 - b. ensure their materials are covered and off the ground at the end of the day or prior to a rain event, and trash and debris is cleaned up as they work;
 - c. ensure their operations use effective and compliant Best Management Practices (BMPs).
 - d. report damaged BMPs such as gravel bags, silt fence, or inlet protection to project supervision.

In order to comply with Balfour Beatty's environmental policy, as well as maintain the ecological integrity of our communities, subcontractors shall, at a minimum, comply with all Federal, State, and Municipal stormwater regulations.

2. Property owners who disturb one or more acres of soil or disturb less than one acre, or are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity [Construction General Permit Order 2009-0009-DWQ](#). Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. The California State Water Resources Control Board issues a Waste Discharge Identification Number to each site, and all site are required to adhere to the Construction General Permit.
3. Subcontractors shall use all best management practices (BMPs) prescribed in the Construction General Permit to minimize the pollutants discharged from construction site into surface water and MS4 systems. These pollutants and best management practices include but are not limited to:
 - Sediment – BMPs such as gravel bags, silt fence, fiber rolls shall serve as effective site perimeter and storm drain protection to prevent sediment from entering surface water or MS4 systems.
 - pH – Concrete, mortar, and stucco wash water have extremely high pH and impair both water and soil quality. The Permit prohibits wash water from contacting the soil or entering storm drains. Watertight washout must be used at all times and switched out when observed to be leaking or %75 full.
 - Concrete washout station shall be provided and maintained by Subcontractor. Subcontractors using concrete, stucco, mortar shall also provide for washout and disposal.

- Masons – Any trade using a mixing operation must use a contained and bermed area for mixing area to prevent concrete/mortar/stucco from contacting the soil. Prior to application of stucco/mortar to building, 10mm plastic must be laid at the base of the building to prevent stucco/mortar from contacting the soil.
- All pollutant sources – Concrete, paints, fuels, form oils and any other source of pollution must be prevented from contacting storm water. Such material must be covered and raised, or completely enclosed in a storage container.
- All subcontractors who store equipment on site must have sufficient drip tubs for their equipment to prevent leaks from contacting the soil, must fix leaks IMMEDIATELY if observed, and must properly dispose of oil/fuel residue prior to and after rain events.
- Any subcontractors who damage BMPs are responsible for repair or replacement.
- All subcontractors are responsible for cleaning up their trash and construction waste as they go and disposing of properly.
- If BMPs are deemed not sufficient by Balfour Beatty Supervision, the subcontractor shall replace or implement the BMPs to meet the required standards.

Erosion and Sediment Control Requirements

- Depending on the location of the project, the local Municipality may be required to review the SWPPP.
- Erosion and Sediment Controls must be installed prior any phase of land disturbance. Example – Perimeter controls, inlet protection, and a stabilized construction entrance/exit must be installed prior the start of grading.
- Perimeter Control must be installed on all areas of the site with slopes or that will receive storm water run-on or contribute to storm water run-off. Example – Fiber roll, silt fence, gravel bags.
- Minimize sediment track-out onto off-site streets and sidewalk from vehicles exiting the site by implementing the following:
 - Restrict vehicle use to only stabilized construction entrances/exits.
 - Utilize effective best management practices at the construction entrances/exits; such as tracking plates, appropriate length of 3" gravel, and tire wash areas.
 - When track-out is observed, it must be removed by the end of the work day by shovel, sweeping, or vacuuming.
- Control discharges from stockpiled sediment or soil by implementing the following:
 - Locate the piles away from any storm drain inlets or surface waters.
 - Provide perimeter controls such as gravel bags, fiber rolls, or silt fence to sediment from flowing outside the stockpile area.
 - Provide cover when possible or stabilization with seed or hydraulic mulch to prevent contact with storm water as well as wind erosion
- Provide dust control at all times through the use of water, vegetation, hydraulic mulch, or non-toxic soil binders.
- Stabilize disturbed slopes through use of fiber rolls, silt fence, hydraulic mulch, vegetation, and geotextile blankets.
- Install inlet protection that effectively removes sediment from storm water on all inlets on and off site where run-off from the site can flow.
- All erosion and sediment control measures are required to be effective throughout the life of the project through routine maintenance.

Pollution Prevention Requirements:

The following pollutants are prohibited from discharging from the site and contacting the soil to prevent leeching and contacting ground water through the use of watertight washouts, cover, and watertight containment:

- Wastewater from washout of concrete
- Wastewater from washout and cleanout of stucco, paint, form release oils and curing compounds.
- Fuels, oils and other hydrocarbons.
- Soaps, solvents and detergents.
- Other toxic or hazardous substance from a spill or other release.

The following construction products, materials, and wastes must have minimal contact to storm water through use of temporary roofs, tarps, pallets, or interior storage:

- Construction material not meant for outdoor exposure.
- Pesticides, herbicides, fertilizers, and landscape materials.
- Diesel fuel, oil, hydraulic fluids or other hydrocarbons.
- Asphalt sealants, adhesives, paints, concrete, stucco, and mortar mixes

WATER INTRUSION

Balfour Beatty ensures that site operations are performed in a way that minimizes the potential for water damaged materials to be utilized for the project. The following are steps that are taken to minimize the potential for water intrusion:

- Deliveries are sequenced to avoid the storage of large amounts of moisture sensitive material at the site for an extended time period
- Building materials are inspected upon delivery and significantly mold impacted materials are rejected
- Moisture sensitive materials are protected from weather elements during delivery and off-loading activities
- Stored building materials are elevated and covered to protect them from weather elements
- Interior partitions are inspected for moisture and mold prior to being permanently enclosed
- Building penetrations are sealed at the end of the work day to avoid moisture infiltration
- Roof and building envelopes are substantially completed before any porous materials are stored in the building
- Wet porous building materials are dried and inspected for mold growth prior to installation
- Moisture limiting design features, such as roofing, flashing, windows, doors, exterior waterproofing and building envelope components are properly installed according to manufacturer's specifications
- Site workers practice good housekeeping
- Site workers are responsible for reporting any unwanted accumulation of water to site management
- Sub-floors are cleaned and dried prior to carpet installation
- Construction debris is removed from within HVAC systems and associated ductwork
- Existing duct work that is to remain in place during renovation activities is sealed with polyethylene sheeting and tape to prevent dust and debris from entering
- HVAC condensate collection and drainage systems are checked to ensure that they are functioning properly

Regular inspections are performed and documented during construction to identify leaks, ponded water and/or sources of water entry

- Moisture/water leaks are responded to within 24 to 48 hours of discovery
- Good communication is maintained between general contractor and other site contractors to remind them of this program and to discuss any water intrusion/mold issues
- HVAC, plumbing and mechanical systems are tested before enclosure

END OF REQUIREMENTS

ATTACHMENTS – TABLE OF CONTENTS

- [Abandoned Lock Form](#)
- [Aerial Work Platform Daily Inspection Checklist](#)
- [BB's Code of Safe Work Practices](#)
- [Competent Person Acknowledgement Form](#)
- [Concrete Pumping Safety Checklist](#)
- [Confined Space Entry Permit](#)
- [Coring and Saw Cutting Checklist](#)
- [Crane Pick Plan](#)
- [Daily Excavation Inspection Checklist & Log](#)
- [Daily Rigging Inspection Checklist](#)
- [Demolition Safety Checklist](#)
- [Dig Permit](#)
- [Disciplinary Action Form](#)
- [Heavy Equipment, Forklift, Tele-Handler Daily Inspection Checklist](#)
- [Hot Work Permit](#)
- [Incident Report Form](#)
- [Job/Activity Hazard Analysis \(J/AHA\)](#)
- [Ladder & Scaffold Alternatives](#)
- [Mobile Crane Inspection Checklist](#)
- [Overhead Utility Permit](#)
- [Pneumatic Test Permit](#)
- [Pre-Task Plan – English](#)
- [Pre-Task Plan – Spanish](#)
- [Project Orientation Checklist](#)
- [Project SH&E Checklist](#)
- [Qualified Person Acknowledgement Form](#)
- [Scaffold Daily Inspection Checklist](#)
- [Site-Specific Fall Protection Plan Template](#)
- [Site-Specific Steel Erection Plan Outline](#)
- [Subcontractor SH&E Submittal Checklist](#)
- [Tele-Handler Forklift Evaluation English](#)
- [Tele-Handler Forklift Evaluation Spanish](#)

- [Tower Crane Inspection Checklist](#)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1b

Meeting Date: May 15, 2025

Subject: Approve Contracts Report >\$15,000

- ☐ 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. Contracts Reports > \$15,000
Bid threshold \$114,800

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations
Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
SA25-00304	SF-CESS	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	No	9/28/23-9/27/26	Ratification request to approve Amendment No. 2, increasing Original Contract amount by \$84,187.50 to pay invoice for billing dates: 11/1/24-11/31/24. Original Contract amount, \$325,000 (SA24-00754) Board Approved 9/26/23. Amendment 1, (SA25-00304) increasing original Contract amount by \$100,000, Board Approved 2/20/25. With Amendment No. 2, the new Contract Amount will be \$509,187.50	Special Education	6500	\$509,187.50	5/6/2025
R25-00673	Hunt & Sons, Inc	Blanket Purchase Order	Facilities Maintenance	Chris Ralston	Janea Marking	No	7/1/24-6/30/25	Ratification request to increase by \$50,000 for Maintenance vehicles and equipment gasoline. Original amount \$130,000, Board approved 8/8/24.	Ongoing & Major Maintenance EC	8150	\$180,000.00	5/6/2025
SA25-00184	San Joaquin County Office of Education	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	No	7/1/24-6/30/25	SJCOE will provide LEA Medi-Cal Billing Option Claiming Services. Orig cont amt: \$110,000; INCREASE \$55,000 to pay invoices	Medi-Cal Billing	9758	\$165,000.00	4/28/2025
SA25-00257	Terracon Consultants	Service Agreement	Facilities	Chris Ralston	Janea Marking	No	8/29/24-3/31/26	Materials testing and special inspection services for the Campus Renewal project at Bowling Green. Orig cont amt: \$20,100; INCREASE \$118,805 for add'l testing and special inspection services.	Measure H	9809	\$138,905.00	4/28/2025
SA25-01001	HMR Architects	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/15/25-10/1/28	Architectural and engineering services for the Design Build project of CKMcClatchy Pool Modernization project	Measure H	9809	\$131,145.00	5/6/2025
S25-00018	Laguna Physical Therapy	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/25	NPA Services (S25-00695 (\$44,080) & SA25-00827 (\$35,720)) for Physical Therapy services.	Special Education	6500	\$79,800.00	5/6/2025
SA25-00997	Walk SAC dba Civic Thread	Service Agreement	Facilities	Nathaniel Browning	Janea Marking	Yes	2/1/25-6/30/25	Agreement to provide the project "Services for Safe Routes to School for All" CARB Grant. Contract #G22-PG-03. YR 1 of 3	Ongoing & Major Maintenance EC	8150	\$55,760.65	5/6/2025
S25-00048	Chartwell School	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/25	NPS Placement and Language/Speech, Occupational Therapy and Counseling Guidance services for students as requested by the Special Education Department	Special Education	6500	\$43,140.00	5/6/2025
R25-05974	AT&T	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	4/21/25-2/1/28	Remove all facilities from MPOE. Additional expense include joint pole costs for the New Construction at Pacific ES	Measure H	9809	\$36,846.07	4/28/2025
SA25-00993	United Latinos	Service Agreement	Facilities	Nathaniel Browning	Janea Marking	Yes	2/1/25-6/30/25	Agreement to provide the project "Services for Safe Routes to School for All" CARB Grant. Contract #G22-PG-03. YR 1 of 3	Ongoing & Major Maintenance EC	8150	\$22,350.00	5/6/2025
SA25-01000	Raney Geotechnical	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	4/28/25-11/1/25	Special construction materials testing and inspection services for the New Joseph Bonnheim Playground project.	Measure H	9809	\$19,275.00	5/6/2025
SA25-00999	Raney Geotechnical	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	4/28/25-10/1/25	Special construction materials testing and inspection services for the Isador Cohen ES Playground project.	Measure H	9809	\$18,290.00	5/6/2025
SA25-00998	Mason Donaldson	Service Agreement	Facilities Maintenance	Chris Ralston	Janea Marking	Yes	5/18/25-6/1/25	DSA In-plant Modular Elevator Inspection Services for the Oak Ridge ES New Construction project	Measure H	9809	\$17,750.00	5/6/2025



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1c

Meeting Date: May 15, 2025

Subject: Approval of Unauthorized Vendor Payments

- ☐ 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: Approve the attached list of vendor payments

Background/Rationale: Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.

Financial Considerations: See attached.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. List of unauthorized vendor payments

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent



Sacramento City Unified School District
Business Services

Unauthorized Vendor Payment Approval

The following "Unauthorized Vendors" cannot receive an approved Purchase Order (PO) due to a lack of meeting district minimum requirements. The following list of payments due are for services performed without approval. Vendors have submitted invoices and are seeking payment for amounts listed.

Board Date: 5/15/25

#	School Site/ Department	Requisition Number	Vendor ID#	Reason	Amount Due
1	SPED	SA25-01063	316219	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$250.00
2	SPED	SA25-01061	128858	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$2,035.42
3	SPED	SA25-01064	128858	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$339,096.50
4	SPED	SA25-01065	316219	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$2,000.00
5	Pacific E.S	SA25-00646	103920	The site believed the vendor already had an existing contract with the District	\$500.00
6	Health Services	SA25-00632	125900	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$26,962.19
7	Health Services	SA25-00796	125900	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$52,633.89
8	Health Services	SA25-00924	125900	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$68,558.88
9	Health Services	SA25-00622	316297	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$13,029.30
10	Health Services	SA25-00925	316297	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$21,766.96
11	Health Services	SA25-00926	316297	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$22,985.26
12	Health Services	SA25-01016	108282	Behavior Technicians to support students with 504 plans	\$91,657.93
13	SPED	SA25-01060	124021	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$5,383.14
14	SPED	SA25-01062	124021	Services were discontinued due to inadequate engagement with labor partners before their commencement.	\$388.45
Total Unauthorized Contracts					\$647,247.92



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1d

Meeting Date: May 15, 2025

Subject: Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of March 1-31, 2025.

- ☐ 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: Approve attached list of warrants and checks.

Background/Rationale: The detailed list of warrants, checks and electronic transfers issued for the period of March 1-31, 2025 are available for the Board members upon request.

Financial Considerations: Normal business items that reflect payments from district funds.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

Warrants, Checks and Electronic Transfers – March 1-31, 2025

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

Sacramento City Unified School District

Warrants, Checks and Electronic Funds Transfers

MAR 2025

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97435917 - 97436629	713 items	\$ 37,910,800.61
		General (01)	\$ 18,257,493.82
		Charter (09)	\$ 42,237.52
		Adult Education (11)	\$ 40,197.51
		Child Development (12)	\$ 7,200.75
		Cafeteria (13)	\$ 817,073.87
		Building (21)	\$ 15,958,527.13
		Developer Fees (25)	\$ 568.75
		Cafeteria Enterprise (61)	\$ 216.82
		Self Insurance (67)	\$ 2,614,715.50
		Self Ins Dental/Vision (68)	\$ 46,407.85
		Payroll Revolving (76)	\$ 126,161.09
Alternate Cash Revolving Checks	00002774 - 00002782	9 items	\$ 25,238.44
		General (01)	\$ 1,909.21
		Payroll Revolving (76)	\$ 23,329.23
Payroll and Payroll Vendor Warrants	97915207 - 97916766	1560 items	\$ 7,859,284.84
		General (01)	\$ 2,348,731.07
		Charter (09)	\$ 67,905.48
		Adult Education (11)	\$ 26,641.91
		Child Development (12)	\$ 118,976.67
		Cafeteria (13)	\$ 296,888.20
		Building (21)	\$ 10,742.32
		Payroll Revolving (76)	\$ 4,989,399.19
Payroll ACHs and Payroll Vendor EFTs	ACH 01663796 - 01672080 EFT 00000044 - 00000045	8286 items	\$ 31,331,118.42
		General (01)	\$ 27,670,771.33
		Charter (09)	\$ 731,386.98
		Adult Education (11)	\$ 322,955.88
		Child Development (12)	\$ 694,742.80
		Cafeteria (13)	\$ 1,724,648.95
		Building (21)	\$ 68,460.98
		Cafeteria Enterprise (61)	\$ 263.66
		Self Insurance (67)	\$ 34,204.80
		Self Ins Dental/Vision (68)	\$ 17,110.45
		Payroll Revolving (76)	\$ 66,572.59
County Wire Transfers for Benefit, Debt & Tax	9700350324 - 9700350341	18 items	\$ 27,740,311.11
		General (01)	\$ 15,045.53
		Payroll Revolving (76)	\$ 27,485,265.58
Total	10586 items		\$ 104,866,753.42



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1e

Meeting Date: May 15, 2025

Subject: Approve Donations to the District for the Period of March 1-31, 2025.

- ☐ 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: Accept the donations to the District for the period of March 1-31, 2025

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

LCAP Goal(s): Goal I – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- Donations Report for the period of March 1-31, 2025.

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

B OF A - BANK OF AMERICA

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA25-0001520	Posted	(0410) ALBERT EINSTEIN MIDDLE	9212	Electronic F	03/03/25	3895532	.77- 25.69			PE Clothes Sale, A Einstein R	24.92
01-0812-0-5810-00-1110-4000-000-0410-000		- - - - -0410-									
01-0812-0-8699-		- - - - -0410-									
BA25-0001537	Posted	(0490) Miwok Middle School	9223	Mixed Cash	03/06/25					Donations. Miwok Middle, 3-0	346.31
01-0812-0-8699-		- - - - -0490-				274.00				Donations. Cash, Miwok Midd	
01-0812-0-8699-		- - - - -0490-				55.00				Donations. A Garcia-Martinez,	
01-0812-0-8699-		- - - - -0490-				17.31				Donations. United WAY, Ck10	
BA25-0001567	Posted	(0490) Miwok Middle School	9228	Mixed Cash	03/06/25	022625	1,762.00			Donation, Miwok Middle, 0226	1,762.00
01-0812-0-8699-		- - - - -0490-									
BA25-0001591	Posted	Home Campus	9235	Check	03/14/25	2331	120.75			Donation, Home Campus, Ck	120.75
01-0812-0-8699-		- - - - -0410-									
BA25-0001592	Posted	Home Campus	9235	Check	03/14/25	2381	949.50			Donation, Home Campus, Ck	949.50
01-0812-0-8699-		- - - - -0410-									
BA25-0001616	Posted	(0410) ALBERT EINSTEIN MIDDLE	9245	Electronic F	03/21/25	8374272	.77- 25.69			PE Clothes Sale, A Einstein R	24.92
01-0812-0-5810-00-1110-4000-000-0410-000		- - - - -0410-									
01-0812-0-8699-		- - - - -0410-									
BA25-0001623	Posted	(0300-2) CROCKER RIVERSIDE E	9251	Check	03/25/25	137	2,333.19		BA000722	Librarian, Crocker/Riverside P	2,333.19
01-0812-0-8699-		- - - - -0300-									
BA25-0001631	Posted	Anthony Babella	9251	Check	03/25/25	2692	2,000.00		BA000722	Donation, A Babella, Ck2692	2,000.00
01-0812-0-8690-		- - - - -0384-									
BA25-0001707	Posted	(000454) BENEVITY FUND	9280	Electronic F	03/04/25		60.00			03.04.25 BENEVITY FUND F	60.00
01-0812-0-8690-		- - - - -0384-									
Total for Sacramento City Unified School District											7,621.59

Fund-Object Recap

01-5810	Tickets/Fees/Regis.for Parents	1,54-
01-8690	Donation Board Acknowledgement	2,060.00
01-8699	All Other Local Revenue	5,563.13
Fund 01 - General Fund		7,621.59
Fiscal Year 2025		
Total for Sacramento City Unified School District		7,621.59

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Bank Acct Id(s) IN ('B OF A','BMO AP','CHASE','COUNTY'), Starting Receipt Date = 3/1/2025, Ending Receipt Date = 3/31/2025, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8, Resource = 0812,9125, Accounts? = Y, Recap = O,

Sort/Group

097 - Sacramento City Unified School District

Generated for CINDY TAO (CINDY-TAO), May 3 2025 1:04PM

BMO AP - BMO Harris Bank (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BM25-0000870	Posted	(000720) READING FOR EDUCAT	9216	Check	03/05/25	042672	226.10		BMO030525	Fundraiser, Reading for Educ	226.10
01-0812-0-8699-		- - - -0168-									
BM25-0000908	Posted	(000727) TAYLOR CORPORATION	9231	Check	03/12/25	6054567	175.00		BMO031925	Pictavo Yearbook pymt, Taylo	175.00
01-0812-0-8699-		- - - -0379-									
BM25-0000954	Posted	(4595) EXCEL PHOTOGRAPHERS	9243	Check	03/19/25	9443	202.00		BMO240325	Comm Fall24, Excel Photogra	202.00
01-0812-0-8699-		- - - -0420-									
BM25-0000955	Posted	(4595) EXCEL PHOTOGRAPHERS	9243	Check	03/19/25	9538	108.00		BMO240325	Comm Fall24, Excel Photogra	108.00
01-0812-0-8699-		- - - -0037-									
BM25-0000956	Posted	(4595) EXCEL PHOTOGRAPHERS	9243	Check	03/19/25	9488	164.00		BMO240325	Comm Fall24, Excel Photogra	164.00
01-0812-0-8699-		- - - -0168-									
BM25-0000969	Posted	(4595) EXCEL PHOTOGRAPHERS	9253	Check	03/26/25	9431	220.00		BMO032625	Comm Fall24, Excel Photogra	220.00
01-0812-0-8699-		- - - -0359-									
BM25-0000974	Posted	(4595) EXCEL PHOTOGRAPHERS	9253	Check	03/26/25	9503	152.00		BMO032625	Commission Fall24, Excel Phc	152.00
01-0812-0-8699-		- - - -0139-									
Total for Sacramento City Unified School District											8,868.69
Fund-Object Recap											
01-8699		All Other Local Revenue				1,247.10					
						Fund 01 - General Fund		1,247.10			
						Total for Sacramento City Unified School District		8,868.69			
Org Recap											
Sacramento City Unified School District											
		C - Check				5,403.44					
		E - Electronic Funds Xfer				109.84					
		M - Mixed Cash & Check				2,108.31					
* On Hold											
Selection		Sorted by Receipt Id, Filtered by (Org = 97, Bank Acct Id(s) IN ('B OF A','BMO AP','CHASE','COUNTY'), Starting Receipt Date = 3/1/2025, Ending Receipt Date = 3/31/2025, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8, Resource = 0812,9125, Accounts? = Y, Recap = O,									
ERP for California											
Page 2 of 3											

BMO AP - BMO Harris Bank (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount

Org Recap

Sacramento City Unified School District (continued)

C - Check	1,247.10
Total Receipts	8,868.69
Report Total	8,868.69

* On Hold

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT**

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AMERICAN LEGION HIGH SCHOOL

EQUIPMENT LOCATION ADDRESS: 3801 Broadway, Sacramento, CA 95817

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (8) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (8) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (8) sets of pots/pans; (8) sets of kitchen tools; and (16) chef coats/aprons; ("Equipment") on site which it is not using; and

WHEREAS, normal business operations require SMUD to engage in the disposition and lease of personal property in accordance with applicable law; and

WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL should suffer any injuries, damages, or losses arising out the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL -
Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT**

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL

EQUIPMENT LOCATION ADDRESS: 6715 Gloria Drive, Sacramento, CA 95831

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (8) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (8) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (8) sets of pots/pans; (8) sets of kitchen tools; and (16) chef coats/aprons; ("Equipment") on site which it is not using; and

WHEREAS, normal business operations require SMUD to engage in the disposition and lease of personal property in accordance with applicable law; and

WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL should suffer any injuries, damages, or losses arising out of the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

Sacramento City Unified School District John F. Kennedy High School - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT**

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ROSEMONT HIGH SCHOOL

EQUIPMENT LOCATION ADDRESS: 9594 Kiefer Blvd, Sacramento, CA 95827

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (8) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (8) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (8) sets of pots/pans; (8) sets of kitchen tools; and (16) chef coats/aprons; ("Equipment") on site which it is not using; and

WHEREAS, normal business operations require SMUD to engage in the disposition and lease of personal property in accordance with applicable law; and

WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL should suffer any injuries, damages, or losses arising out the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT**

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHOOL OF ENGINEERING & SCIENCES

EQUIPMENT LOCATION ADDRESS: 7345 Gloria Drive, Sacramento, CA 95831

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (2) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (2) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (2) sets of pots/pans; (2) sets of kitchen tools; and (2) chef coats/aprons; ("Equipment") on site which it is not using; and

WHEREAS, normal business operations require SMUD to engage in the disposition and lease of personal property in accordance with applicable law; and

WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES should suffer any injuries, damages, or losses arising out the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

Sacramento City Unified School District/School of Engineering & Sciences - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____



RECORD OF DONATIONS AND GIFTS

(Instructions provided on reverse side)

Name of Donor: SMUD
Address: 6301 S Street
City/State/Zip Code: Sacramento, CA 95817 Phone Number: 916-732-6721
Email: Tegan.Knifton@smud.org

Part 1 – Donation Information

I/We wish to donate to College and Career Readiness school site/department for the following program, grade, or activity (including Student Council, ASB, or school club), _____

Type of Donation

- ☐ Cash/check \$ _____ (Please make checks payable to the school or SCUSD)
☒ Supplies, equipment, property, etc. (estimated value) \$ See Attached
☐ Sponsorship \$ _____

Please check the box below that applies to this donation

- ☐ Donation is intended for a group/organization accounted for within the school's Student Body Fund (ASB). The donation (check/cash) will be deposited into the Student Body Fund account.
☐ Donation is unrestricted or intended for a District program (includes school site events/activities, not intended for school's groups/organizations.).

Part 2 – Donation Other than Cash - Equipment, vehicles, materials (examples: paint, cleaning products, lab materials, used technology, etc.) and instructional materials must be inspected/evaluated by the appropriate district official and cleared before Board approval and acceptance. Please contact the appropriate department for an inspection or evaluation appointment.

Description of Donation/Gift (Complete description of article, including serial number, etc.) _____

District Official Inspection: Cleared ☐ Not Cleared ☐ Signature: _____

Part 3 – Tax Receipt - This form is a temporary receipt until the Board acts to formally accept the charitable donation to a District program or school. Upon Board acceptance a letter will be issued to the Donor at the address listed on this form.

Part 4 – School Site/Department Representation

I understand the legal title to the funds/property being donated transfers to public funds and the property of the District. The District will ensure the donation is used as intended and in accordance with state and federal laws.

Administrator Name: M. Young Signature: M. Young Date: 3/25/20
for J. Ronald Brown
Send form to Accounting Services Box 802-A

Business Services Use Only:

Budget Code: _____ Amount: \$ _____ Date Posted: _____

[illegible]



RECORD OF DONATIONS AND GIFTS

(Instructions provided on reverse side)

Name of Donor: City of Sacramento - Council District 4

Address: 915 I Street

City/State/Zip Code: Sacramento, CA 95814

Phone Number: 9168086157

Email: rkausin@cityofsacramento.org

Part 1 – Donation Information

I/We wish to donate to Leataata Flooyd Elementary School school site/department for the following program, grade, or activity (including Student Council, ASB, or school club), Donation Fund

Type of Donation

☒ Cash/check \$82000 (Please make checks payable to the school or SCUSD)

☐ Supplies, equipment, property, etc. (estimated value) \$ _____

☐ Sponsorship \$ _____

Please check the box below that applies to this donation

☐ Donation is intended for a group/organization accounted for within the school's Student Body Fund (ASB). The donation (check/cash) will be deposited into the Student Body Fund account.

☒ Donation is unrestricted or intended for a District program (includes school site events/activities, not intended for school's groups/organizations.).

Part 2 – Donation Other than Cash - Equipment, vehicles, materials (examples: paint, cleaning products, lab materials, used technology, etc.) and instructional materials must be inspected/evaluated by the appropriate district official and cleared before Board approval and acceptance. Please contact the appropriate department for an inspection or evaluation appointment.

Description of Donation/Gift (Complete description of article, including serial number, etc.) _____

District Official Inspection:

Cleared ☐

Not Cleared ☐

Signature: _____

Part 3 – Tax Receipt - This form is a temporary receipt until the Board acts to formally accept the charitable donation to a District program or school. Upon Board acceptance a letter will be issued to the Donor at the address listed on this form.

Part 4 – School Site/Department Representation

I understand the legal title to the funds/property being donated transfers to public funds and the property of the District. The District will ensure the donation is used as intended and in accordance with state and federal laws.

Administrator Name: Maiuu-Sam Floyd

Signature: _____

Date: 05/07/25

Send form to Accounting Services Box 802-A

Business Services Use Only:

Budget Code: _____

Amount: \$ _____

Date Posted: _____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1f

Meeting Date: May 15, 2025

Subject: Approve Purchase Order Board Report for the Period of March 15, 2025, through April 14, 2025

- ☐ 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: Approve attached list of purchase orders.

Background/Rationale: N/A

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- PO Board Report Period of March 15, 2025, through April 14, 2025

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B25-01054	RYAN HERCO PRODUCTS CORP dba R YAN HERCO FLOW SOLUTIONS	POOL SUPPLIES FOR HVAC SHOP 24-25 SY	FACILITIES MAINTENANCE	01	2,000.00
B25-01055	CALIFORNIA DEPT OF GENERAL SER VICES	**BLANKET** ALJ HEARING COST 2024-2025 SY	HUMAN RESOURCE SERVICES	01	3,000.00
B25-01056	MUDDY BOOT FARMS dba SUCRE FAR MS	GRAPE JUICE 24 25 SY	NUTRITION SERVICES DEPARTMENT	13	75,000.00
B25-01057	AIRGAS USA LLC	PEST CONTROL CO2 SUPPLIES FOR LABOR SHOP 24-25 SY	FACILITIES MAINTENANCE	01	5,000.00
B25-01058	PAPE MACHINERY, INC	PAPE AG & TURF SUPPLIES LABOR SHOP 24-25 SY	FACILITIES MAINTENANCE	01	1,000.00
B25-01059	[REDACTED]	SETTLEMENT OAH [REDACTED] PARENT VISIT	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
B25-01060	SCHOLASTIC BOOK CLUBS INC	BLANKET PO FOR CLASSROOM LIBRARIES	OAK RIDGE ELEMENTARY SCHOOL	01	1,500.00
B25-01061	AVALON TRANSPORTATION LLC	JCBA FT TRANSPORTATION 204-25 SY	HIRAM W. JOHNSON HIGH SCHOOL	01	6,000.00
B25-01062	[REDACTED]	FEDERAL PROPORTIONATE SHARE [REDACTED] 24-25SY	SPECIAL EDUCATION DEPARTMENT	01	1,584.75
B25-01063	DOWNTOWN FORD	SAFETY VEHICLE MAINTENANCE SERVICES	SAFE SCHOOLS OFFICE	01	2,000.00
B25-01064	[REDACTED]	SETTLEMENT REIMB 24-25SY THERAPUETIC VISIT	SPECIAL EDUCATION DEPARTMENT	01	11,000.00
B25-01065	[REDACTED]	SETTLEMENT REIMB OAH Case No. [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	12,250.00
B25-01066	[REDACTED]	SETTLEMENT REIMB OAH Case No. [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	15,000.00
B25-01067	[REDACTED]	PARENT MILEAGE REIMBURSEMENT 2024-2025SY	SPECIAL EDUCATION DEPARTMENT	01	2,000.00
B25-01068	SCOE FINANCIAL SERVICES	CONFIRMED: FNL/CL Invoices	FOSTER YOUTH SERVICES PROGRAM	01	4,400.00
B25-01069	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	Girl Inspired Transportation	FOSTER YOUTH SERVICES PROGRAM	01	17,000.00
B25-01070	JAGPRETT ENTERPRISES LLC dbaSU KHIS GOURMET INDIAN FOODS	CURRY SY 24 25	NUTRITION SERVICES DEPARTMENT	13	25,000.00
B25-01071	[REDACTED]	FEDERAL PROPORTIONATE SHARE [REDACTED] 2024-25SSY	SPECIAL EDUCATION DEPARTMENT	01	1,584.75
B25-01072	CDS MOVING EQUIPMENT INC	MOVING SUPPLIES FOR BOND CONSTRUCTION PROJECTS	FACILITIES SUPPORT SERVICES	21	10,000.00
B25-01073	SCHOOL SPECIALTY LLC	24-25 SUMMER BRIDGE - INSTRUCTIONAL SUPPLIES	UMOJA INTERNATIONAL ACADEMY	01	3,000.00
B25-01074	BSN SPORTS LLC	MATERIALS FOR SCHOOL SPORTS AT SCUSD 2024-25 SY	EQUITY/ACCESS & EXCELLENCE	01	19,447.21

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ERP for California

Page 1 of 40

Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B25-01075	AVALON TRANSPORTATION LLC	24-25 TRANSPORTATION FOR AFTERSCHOOL PROGRAMS	BOWLING GREEN ELEMENTARY	09	5,000.00
B25-01076	CHARTER AMERICA BUS CO	2025 SUMMER MATTERS	YOUTH DEVELOPMENT	01	10,000.00
B25-01077	THANDI ENTERPRISES INC	FIELD TRIPS FOR JUNE			
B25-01077	PANERA BREAD CO	CHILD PLUS TRAINING	EARLY LEARNING & CARE PROGRAMS	12	600.00
B25-01078	ENTERPRISE RENT-A-CAR	VAN RENTALS FOR SOLAR REGATTA	ENGINEERING AND SCIENCES HS	01	500.00
B25-01079	SACRAMENTO REGIONAL TRANSIT db a CONNECT CARD REGIONAL	CONNECT CARD-HOMELESS RESOURCES-EXPANDED LEARNING	STUDENT SUPPORT&HEALTH SRVCS	01	32,000.00
CHB25-00374	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 2024-25 SUPPLIES General Funds	JOHN MORSE THERAPEUTIC	01	300.00
CHB25-00375	ODP BUSINESS SOLUTIONS LLC	24-25 SUMMER BRIDGE CSI	UMOJA INTERNATIONAL ACADEMY	01	5,000.00
CHB25-00376	ODP BUSINESS SOLUTIONS LLC	SUPPLIES FOR SPLC	CURRICULUM & PROF DEVELOP	01	10,875.00
CHB25-00377	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET(3010)	LEATAATA FLOYD ELEMENTARY	01	2,500.00
CHB25-00378	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET ORDER	LEATAATA FLOYD ELEMENTARY	01	1,589.80
CHB25-00379	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET ORDER	LEATAATA FLOYD ELEMENTARY	01	1,000.00
CHB25-00380	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	JAMES W MARSHALL ELEMENTARY	01	300.00
CHB25-00381	ODP BUSINESS SOLUTIONS LLC	CLASSROOM TEACHING MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	2,500.00
CHB25-00382	ODP BUSINESS SOLUTIONS LLC	NON-INSTRUCTIONAL SUPPLIES / LCFF LI	H.W. HARKNESS ELEMENTARY	01	1,000.00
CHB25-00383	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	1,300.00
CHB25-00384	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL SUPPLIES FOR CLASSROOMS	ETHEL PHILLIPS ELEMENTARY	01	6,000.00
CHB25-00385	ODP BUSINESS SOLUTIONS LLC	INSTRTNL MATERIALS TO SUPPORT INVERVENTION PRGMS	A. M. WINN - K-8	01	3,000.00
CHB25-00386	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT-GENERAL FUNDS-INSTRUCTIONAL	FATHER K.B. KENNY - K-8	01	4,000.00
CHB25-00387	UBEO WEST LLC dba UBEO BUSINES S SERVICES	CANON COPIER SY 2024/25	PHOEBE A HEARST BASIC ELEM.	01	2,000.00
CHB25-00388	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL SUPPLIES FOR THE CLASSROOM	ETHEL PHILLIPS ELEMENTARY	01	3,000.00
CHB25-00389	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT CHARGEBACK 0000 - INSTR. SUPL/MTLS	WILLIAM LAND ELEMENTARY	01	3,000.00
CHB25-00390	ODP BUSINESS SOLUTIONS LLC	OUT OF SCHOOL YOUTH_SUPPLIES_2024-25 SY	CHARLES A. JONES CAREER & ED	11	605.49

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ERP for California

Page 2 of 40

Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB25-00391	ODP BUSINESS SOLUTIONS LLC	24-25 OFFICE DEPOT SUPPLY ORDER (RSP)	THEODORE JUDAH ELEMENTARY	01	93.00
CHB25-00392	ODP BUSINESS SOLUTIONS LLC	24-25 OFFICE DEPOT SUPPLY ORDER	THEODORE JUDAH ELEMENTARY	01	50.00
CHB25-00393	ODP BUSINESS SOLUTIONS LLC	LCFF 24-25 OFFICE DEPOT CLASSROOM SUPPLIES	THEODORE JUDAH ELEMENTARY	01	1,500.00
CHB25-00394	ODP BUSINESS SOLUTIONS LLC	TEACHERS SUPPLIES FOR SCHOOL YEAR 2024-2025	ISADOR COHEN ELEMENTARY SCHOOL	01	500.00
CHB25-00395	ODP BUSINESS SOLUTIONS LLC	EOY CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY SCHOOL	01	2,200.00
CHB25-00396	ODP BUSINESS SOLUTIONS LLC	ELD CLASSROOM AND STUDENT SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	15,000.00
CHB25-00397	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT/INSTUR. MATERIALS 24/25 SCHOOL YEAR	ALICE BIRNEY WALDORF - K-8	01	7,374.00
CHB25-00398	ODP BUSINESS SOLUTIONS LLC	ODP MUSIC AND ART	AMERICAN LEGION HIGH SCHOOL	01	27,825.45
CHB25-00399	ODP BUSINESS SOLUTIONS LLC	2024-2025 (0007) INSTRUCTIONAL SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	964.35
CHB25-00400	ODP BUSINESS SOLUTIONS LLC	POSTAGE ODP	ROSA PARKS MIDDLE SCHOOL	01	300.00
CS25-00567	CAPITOL SPEECH & REHABILITATION SERVICES	NPA SERVICES (SLPA)	SPECIAL EDUCATION DEPARTMENT	01	99,820.32
CS25-00568	TWO RIVER WELLNESS SERVICES	INTERVENTION/PREVENTION SUPPORT	SAFE SCHOOLS OFFICE	01	30,000.00
CS25-00569	CURINA BROWN dba FAMILY SLIME LLC	Curina Family Slime - Foster Family Night 4/11	FOSTER YOUTH SERVICES PROGRAM	01	500.00
CS25-00570	NORTHERN CALIFORNIA CHILDRENS THERAPY CENTER	UAC NPA SERVICES (OT)	SPECIAL EDUCATION DEPARTMENT	01	202.50
CS25-00571	NORTHERN CALIFORNIA CHILDRENS THERAPY CENTER	UAC NPA SERVICES (PT)	SPECIAL EDUCATION DEPARTMENT	01	810.00
CS25-00572	LEARNING SOLUTIONS KIDS INC	UAC NPA SERVICES (BEHAVIOR)	SPECIAL EDUCATION DEPARTMENT	01	182,821.08
CS25-00573	EATON INTERPRETING SERVICES	UAC NPA SERVICES (DHH INTERPRETER)	SPECIAL EDUCATION DEPARTMENT	01	10,838.78
CS25-00574	ACTION SUPPORTIVE CARE SERVICE S INC	UAC AGENCY SERVICES (NURSING)	SPECIAL EDUCATION DEPARTMENT	01	172,463.88
CS25-00575	LAGUNA PHYSICAL THERAPY & HAND REHABILITATION	UAC NPA SERVICES (PT)	SPECIAL EDUCATION DEPARTMENT	01	19,280.00
CS25-00576	GROWING HEALTHY CHILDREN THERA dba GROWING HEALTHY SEASON	UAC NPA SERVICES (OT)	SPECIAL EDUCATION DEPARTMENT	01	79,050.00
CS25-00577	ALMA PARTNERS	PROFESSIONAL DEVELOPMENT GW CARVER STAFF 24-25	GEO WASHINGTON CARVER	09	8,592.70

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Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS25-00578	CARE INC	UAC NPA SERVICES (1:1 BEHAVIOR TECHNICIAN)	SPECIAL EDUCATION DEPARTMENT	01	11,608.60
CS25-00579	ED SUPPORTS LLC dba JUVO AUTIS M + BEHAVIORAL	UAC NPA SERVICES (BEHAVIOR)	SPECIAL EDUCATION DEPARTMENT	01	38,309.30
CS25-00580	READ ACADEMY OF SACRAMENTO	UAC 24/25 TUITIONS	SPECIAL EDUCATION DEPARTMENT	01	2,367.00
CS25-00581	TOTAL SPECTRUM SPEECH THERAPY	UAC NPA Services (SLP) per Settlement	SPECIAL EDUCATION DEPARTMENT	01	1,350.00
CS25-00582	TOTAL SPECTRUM SPEECH THERAPY	UAC NPA Services (SLP) per Settlement	SPECIAL EDUCATION DEPARTMENT	01	3,750.00
CS25-00583	TRUSS LEADERSHIP LLC	SUMMER 2024 PROFESSIONAL DEVELOPMENT	WASHINGTON ELEMENTARY SCHOOL	01	15,000.00
CS25-00584	OPTIMA INSPECTIONS	0146-470 I.COHEN PLAYGROUND - DSA INSPECTIONS	FACILITIES SUPPORT SERVICES	21	11,400.00
CS25-00585	WARREN CONSULTING ENGINEERS	420-1 SINGLE POINT ACCESS PH1 - CIVIL ENGINEER	FACILITIES SUPPORT SERVICES	21	4,000.00
CS25-00586	LIONAKIS	0059-407 DAVID LUBIN SECURITY - ARCHITECTURAL SVC	FACILITIES SUPPORT SERVICES	21	128,300.00
CS25-00587	E-BUILDER INC	E-BUILDER MANAGED SERVICES	FACILITIES SUPPORT SERVICES	21	202,947.09
CS25-00588		NPS EDUCATIONAL SERVICES PER SETTLEMENT	SPECIAL EDUCATION DEPARTMENT	01	49,100.00
CS25-00589	COMPREHENSIVE SECURITY SERVICE S INC	SECURITY SERVICES FOR PROMO 2025-PREPAY	FERN BACON MIDDLE SCHOOL	01	468.50
CS25-00590	SACRAMENTO URBAN DEBATE LEAGUE	SPEECH AND DEBATE COACH 2024-25SY	JOHN F. KENNEDY HIGH SCHOOL	01	5,300.00
CS25-00591	JABBERGYM LLC	NPA SERVICES (SLPA)	SPECIAL EDUCATION DEPARTMENT	01	565,270.78
CS25-00592	JABBERGYM LLC	NPA SERVICES (SLP)	SPECIAL EDUCATION DEPARTMENT	01	1,397,373.12
CS25-00593	MUSICAL INSTRU N KIDS HANDS	MSG AFTERSCHOOL MUSIC PROGRAM 2024-25SY	BOWLING GREEN ELEMENTARY	09	59,500.00
CS25-00594	PREMIER MANAGEMENT GROUP INC	0146-470 I.COHEN PLAYGROUND - CONSTRUCTION MNGT	FACILITIES SUPPORT SERVICES	21	40,000.00
CS25-00595	PREMIER MANAGEMENT GROUP INC	0183-470 NJB PLAYGROUND - CONSTRUCTION MNGT	FACILITIES SUPPORT SERVICES	21	78,400.00
CS25-00596	OPTIMA INSPECTIONS	0183-470 J.BONNHEIM PLAYGROUND- DSA INSPECTION	FACILITIES SUPPORT SERVICES	21	14,250.00
CS25-00597	GUILLERMO PONCE-LOPEZ DBA KMEM O TACOBAR CATERING	KMEMO 2024-2025SY	SAM BRANNAN MIDDLE SCHOOL	01	2,501.25
CS25-00598	EATON INTERPRETING SERVICES	EATON INTERPRETING SERVICES	EDWARD KEMBLE ELEMENTARY	01	145.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS25-00599	IXL LEARNING INC	1XL TRAINING SESSION FLEX ONSITE	ST MARY'S SCHOOL	01	2,600.00
CS25-00601	FREDRIC H JONES & ASSOCIATES	FRED JONES- TOOLS FOR TEACHING 2024-25SY	HIRAM W. JOHNSON HIGH SCHOOL	01	14,658.97
CS25-00602	CITY OF SACRAMENTO REVENUE DIVISION	SOFTBALL FIELDS	MIWOK MIDDLE SCHOOL	01	464.00
CS25-00603	CITY OF RANCHO CORDOVA	CITY OF RANCHO CORDOVA OVER PAYMENT	CHARLES A. JONES CAREER & ED	11	7,469.25
CS25-00604	SCC COLLEGE STORE	TENNIS COURTS RENTAL FOR JOHN F. KENNEDY HS	EQUITY/ACCESS & EXCELLENCE	01	1,500.00
CS25-00605	DENNIS LANGLAIS dba BMX FREESTYLERS	BMX FREESTYLES ASSEMBLY 10/28/23	BG CHACON ACADEMY	09	1,844.00
CS25-00606	SF-CESS	UAC aug 2024	SPECIAL EDUCATION DEPARTMENT	01	23,187.51
CS25-00607	LEARNING SOLUTIONS KIDS INC	UAC NPA SERVICES (CLASSROOM AIDES)	SPECIAL EDUCATION DEPARTMENT	01	300,146.40
CS25-00608	ACTION SUPPORTIVE CARE SERVICES INC	UAC AGENCY SERVICES (NURSING)	SPECIAL EDUCATION DEPARTMENT	01	148,227.99
CS25-00609	EXCEL INTERPRETING LLC	UAC NPA SERVICES (DHH INTERPRETING)	SPECIAL EDUCATION DEPARTMENT	01	76,601.59
CS25-00610	ACCESS LANGUAGE CONNECTION INC	UAC DHH Interpreters	SPECIAL EDUCATION DEPARTMENT	01	128,194.44
CS25-00611	READ ACADEMY OF SACRAMENTO	UAC 24/25 TUITIONS Late Fees	SPECIAL EDUCATION DEPARTMENT	01	50.00
CS25-00612	COVELO GROUP	UAC NPA Services (SLP/SLPA)	SPECIAL EDUCATION DEPARTMENT	01	39,400.90
CS25-00613	SOL DVLPMNT LLC	BLACK HISTORY MONTH ASSEMBLY SPEAKER	JOHN H. STILL - K-8	01	375.00
CS25-00614	SCOE FINANCIAL SERVICES	SCOE With Van	BRET HARTE ELEMENTARY SCHOOL	01	9,900.00
CS25-00615	SCOE FINANCIAL SERVICES	2024-2025 SUPPLEMENTAL PROVIDER- SCOE	YOUTH DEVELOPMENT	01	31,843.75
CS25-00616	LAWRENCE MARCEL WILLIAMS SYNDI MIX MEDIA NETWORKS LLC	SOUND PRODUCTION FOR 2025 PROMOTION-PREPAYMENT	FERN BACON MIDDLE SCHOOL	01	720.00
CS25-00617	WARREN CONSULTING ENGINEERS	0168-430 JSLOAT FORREST - TOPO SURVEY	FACILITIES SUPPORT SERVICES	21	3,600.00
CS25-00618	WARREN CONSULTING ENGINEERS	0420-430 ROSA PARKS FORREST - TOPO SURVEY	FACILITIES SUPPORT SERVICES	21	3,600.00
CS25-00619	LEXIA LEARNING SYSTEMS LLC	LEXIA ADMIN MANUAL/ONLINE COURSE/FACE TO FACE	CURRICULUM & PROF DEVELOP	01	70,143.75
CS25-00620	1810 GALLERY LLC	MURAL PROJECT AT PARKWAY ELEM.- COMMUNITY FAIR	COMMUNICATIONS OFFICE	01	41,530.57
CS25-00621	ANCORA PUBLISHING	PAST DUE ANCORA PD	BG CHACON ACADEMY	09	7,560.59
CS25-00622	EMPOWERING POSSIBILITIES UNLIMITED INC	EMPOWERING POSSIBILITIES UNLIMITED	ROSA PARKS MIDDLE SCHOOL	01	50,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS25-00623	MAXIM HEALTHCARE STAFFING SERVICES INC	UAC AGENCY SERVICES (NURSING)	SPECIAL EDUCATION DEPARTMENT	01	40,082.77
CS25-00624	GROWING HEALTHY CHILDREN THERA dba GROWING HEALTHY SEASON	UAC NPA SERVICES (SLPA)	SPECIAL EDUCATION DEPARTMENT	01	4,840.00
CS25-00625	ACCESS LANGUAGE CONNECTION INC	UAC NPA SERVICES (DHH INTERPRETING)	SPECIAL EDUCATION DEPARTMENT	01	157,262.08
CS25-00626	COVELO GROUP	UAC NPA Services (SLP/SLPA)	SPECIAL EDUCATION DEPARTMENT	01	13,191.90
CS25-00641	READ ACADEMY OF SACRAMENTO	UAC 24/25 TUITIONS	SPECIAL EDUCATION DEPARTMENT	01	2,297.00
CS25-00643	RANEY GEOTECHNICAL INC.	0110-468 E.PHILLIPS RENEWAL - SPECIAL INSPECTIONS	FACILITIES SUPPORT SERVICES	21	120,305.00
CS25-00651	LAGUNA PHYSICAL THERAPY & HAND REHABILITATION	UAC NPA SERVICES (PT)	SPECIAL EDUCATION DEPARTMENT	01	17,060.00
CS25-00652	EXCEL INTERPRETING LLC	UAC NPA SERVICES (DHH INTERPRETING)	SPECIAL EDUCATION DEPARTMENT	01	110,073.19
CS25-00665	ARMAND PEREZ dba AP CONSTRUCTION SRV	0110-468 EPHILLIPS CAMPUS-INSPECTION SERV	FACILITIES SUPPORT SERVICES	21	114,400.00
N25-00027	KADIANT LLC	UAC NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	1,630,825.07
N25-00028	KADIANT LLC	UAC NPS EDUCATIONAL SERVICES JAN -FEB 2025	SPECIAL EDUCATION DEPARTMENT	01	669,773.20
N25-00029	CCHAT CENTER	UAC NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	34,444.00
N25-00030	OPPORTUNITY ACRES dba INDEPENDENT TRAILS	UAC NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	86,752.00
N25-00031	MOUNTAIN VALLEY CHILD & FAMILY SERVICES INC	UAC NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	168,916.80
N25-00033	SIERRA SCHOOLS INC	NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	2,112,827.12
N25-00034	CHARTWELL SCHOOL	TO PAY 23/24 INVOICE AFTER YE CLOSING NPS ED SRVCS	SPECIAL EDUCATION DEPARTMENT	01	4,080.00
N25-00035	SIERRA SCHOOLS INC	UAC NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	1,371,303.88
N25-00036	SACRAMENTO EDUCATION CORP dba SIERRA FOOTHILLS ACADEMY	UAC NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	54,989.90
N25-00037	CHARTWELL SCHOOL	UAC NPS EDUCATIONAL SERVICES	SPECIAL EDUCATION DEPARTMENT	01	19,020.00
P25-02115	SCUSD - TRAVEL CAL CARD	CROCKER ART FIELD TRIP	MARTIN L. KING JR ELEMENTARY	01	900.00
P25-02944	SCHOLASTIC INC SCHOLASTIC MAGAZINES	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	564.72
P25-02945	JAMF HOLDINGS INC JAMF SOFTWARE LLC	AT JAMF SCHOOL LICENSE - SPED	SPECIAL EDUCATION DEPARTMENT	01	5,250.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-02946	POCKET NURSE	POCKET NURSE (CCAP)	HEALTH PROFESSIONS HIGH SCHOOL	01	3,075.47
P25-02947	INCLUSIVE TLC	AT/AAC SCOE-SPED [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	324.94
P25-02948	FOLLETT CONTENT SOLUTIONS LLC	A. Einstein Library Site order	LIBRARY/TEXTBOOK SERVICES	01	5,815.62
P25-02949	ABLENET INC	AAC MATERIAL - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	418.69
P25-02950	LITHOGRAPHIX INC	EV3 CRUISIN "CAFE" TRUCK WRAP ROUND2-PRINTING	NUTRITION SERVICES DEPARTMENT	13	13,067.59
P25-02951	SCHOLASTIC INC	SCHOLASTIC SUBSCRIPTIONS	THEODORE JUDAH ELEMENTARY	01	4,319.11
P25-02952	AMAZON CAPITAL SERVICES	AMAZON-SPED-SENSORY SUPPORT	PONY EXPRESS ELEMENTARY SCHOOL	01	336.49
P25-02953	AMAZON CAPITAL SERVICES	INF/TOD DIAPERS, WIPES LORENA (AMER LEGION,121)	EARLY LEARNING & CARE PROGRAMS	12	2,093.44
P25-02954	AMAZON CAPITAL SERVICES	SPED STAFF MATERIAL - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	81.85
P25-02955	AMAZON CAPITAL SERVICES	OT MATERIALS - [REDACTED] 2024-25SY [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	75.50
P25-02956	AMAZON CAPITAL SERVICES	Wellness Room Awards Part 3	JOHN MORSE THERAPEUTIC	01	472.01
P25-02957	AMAZON CAPITAL SERVICES	PRIVACY FENCE FOR PRESCHOOLS, CHRISTINA ROSELI	EARLY LEARNING & CARE PROGRAMS	12	180.42
P25-02958	AMAZON CAPITAL SERVICES	GLOCKENSPIEL XYLOPHONES FOR BAND-PROP 28	FERN BACON MIDDLE SCHOOL	01	337.53
P25-02959	AMAZON CAPITAL SERVICES	SUPPLIES FOR SPEC ED - COFFIN	WILL C. WOOD MIDDLE SCHOOL	01	191.49
P25-02960	AMAZON CAPITAL SERVICES	ART PENCILS AND WATERCOLORS	MARTIN L. KING JR ELEMENTARY	01	50.62
P25-02961	AMAZON CAPITAL SERVICES	VGA to USB C adapters/RADIO WALKIE BATTERY PACKS	UMOJA INTERNATIONAL ACADEMY	01	534.76
P25-02962	THE HOME DEPOT PRO	STORAGE TOTES	FACILITIES MAINTENANCE	01	542.66
P25-02963	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,205.60
P25-02964	BOOKS EN MORE	BOOKS, SERNA, CHRISTINA ROSELI	EARLY LEARNING & CARE PROGRAMS	12	915.11
P25-02965	BSN SPORTS LLC	ATHLETICS- SCORE REPORTER	HIRAM W. JOHNSON HIGH SCHOOL	01	516.80
P25-02966	CDW GOVERNMENT	Laptop for Board Member Ybarra	BOARD OF EDUCATION	01	2,244.28
P25-02967	DEMCO INC	LIBRARY MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	84.74
P25-02968	ACADEMIC THERAPY PUBLICATIONS	SPED CLASSROOM NOVELS	HIRAM W. JOHNSON HIGH SCHOOL	01	348.16
P25-02969	IXL LEARNING INC	IXL LEARNING LICENSE	ETHEL PHILLIPS ELEMENTARY	01	7,500.00
P25-02970	BULK BOOKSTORE	BOOKS FOR STUDENTS	JOHN CABRILLO ELEMENTARY	01	196.66

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-02971	ODP BUSINESS SOLUTIONS LLC	CHLOE WILLIAMS SUPPLIES	DAVID LUBIN ELEMENTARY SCHOOL	01	90.46
P25-02972	SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO	CLARINET	CALIFORNIA MIDDLE SCHOOL	01	3,245.10
P25-02973	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	CLASSROOM SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	1,374.00
P25-02974	SCUSD - TRAVEL CAL CARD	2025 SXSW CONFERENCE HOTEL - STUDENTS	YOUTH DEVELOPMENT	01	3,355.56
P25-02975	ORIENTAL TRADING CO, ACCT 2520 80	ATTENDANCE INCENTIVES 2024-25	CAROLINE WENZEL ELEMENTARY	01	213.49
P25-02976	PACIFIC OFFICE AUTOMATION	POA-PARTS AND LABOR	NICHOLAS ELEMENTARY SCHOOL	01	2,495.81
P25-02977	ARBITER SPORTS LLC	ARBITER SPORTS FOR 6 HIGH SCH 2024-25 SY	EQUITY/ACCESS & EXCELLENCE	01	7,888.50
P25-02978	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	THEODORE JUDAH ELEMENTARY	01	424.32
P25-02979	THEATREFOLK LTD	Theater Materials	CALIFORNIA MIDDLE SCHOOL	01	192.45
P25-02980	PITNEY BOWES BANK INC RESERVE ACCOUNT	PREPAID POSTAGE	SPECIAL EDUCATION DEPARTMENT	01	500.00
P25-02981	AURORA ENVIRONMENTAL SERVICES	FINE DUE TO IMPROPER CHEMICAL STORAGE	ENGINEERING AND SCIENCES HS	01	3,358.00
P25-02982	SCHOOL INFO APP LLC	SCHOOL APP	ISADOR COHEN ELEMENTARY SCHOOL	01	1,100.00
P25-02983	MIND RESEARCH INSTITUTE	AT MATERIAL - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	3,000.00
P25-02984	SCUSD - TRAVEL CAL CARD	WASC MEMBER HOTEL	ROSEMONT HIGH SCHOOL	01	2,547.16
P25-02985	DANIELLE E ELLIOTT	RIEMB FOR SCHOOL PROGRAM	SUY:U ELEMENTARY	01	70.00
P25-02986	EAN SERVICES LLC	CJA FIELD TRIP CAR RENTAL L.A.	JOHN F. KENNEDY HIGH SCHOOL	01	875.55
P25-02987	AVALON TRANSPORTATION LLC	SLY PARK BUS TRANSPORTATION ONE-WAY	SUTTERVILLE ELEMENTARY SCHOOL	01	3,140.50
P25-02988	VERBENINA PAYTON TAYLOR	AUDIOMETRY REIMBURSEMENT - PAYTON TAYLOR	HEALTH SERVICES	01	1,275.00
P25-02989	SCOE FINANCIAL SERVICES	SLY PARK FIELD TRIP	JOHN BIDWELL ELEMENTARY	01	6,523.50
P25-02990	NATIONAL EDUCATIONAL MUSIC CO	PROP 28 MUSIC INSTRUMENTS FOR BAND	GENEVIEVE DIDION ELEMENTARY	01	12,488.84
P25-02991	AMAZON CAPITAL SERVICES	4TH GRADE CLASS NOVELS - MATILDA BY ROALD DAHL	WILLIAM LAND ELEMENTARY	01	72.80
P25-02992	AMAZON CAPITAL SERVICES	CALENDAR FOR ELECTRIC SHOP	FACILITIES MAINTENANCE	01	17.38
P25-02993	AMAZON CAPITAL SERVICES	SERNA, OFFICE FOLDING UTILITY CART PORTABLE (KM)	EARLY LEARNING & CARE PROGRAMS	12	70.68
P25-02994	AMAZON CAPITAL SERVICES	SERNA, CORD PROTECTOR, CHRISTINA R	EARLY LEARNING & CARE PROGRAMS	12	146.49

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-02995	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES-DEPARTMENT	HIRAM W. JOHNSON HIGH SCHOOL	01	241.44
P25-02996	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS {STIDGER/URNER/LEE}	JOHN F. KENNEDY HIGH SCHOOL	01	336.41
P25-02997	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES-SPED	HIRAM W. JOHNSON HIGH SCHOOL	01	316.83
P25-02998	AMAZON CAPITAL SERVICES	SUPPLIES FOR SPEC ED - COFFIN	WILL C. WOOD MIDDLE SCHOOL	01	56.99
P25-02999	AMAZON CAPITAL SERVICES	AT ORDER -BULK MULT STUDENTS (3 OF 3)	SPECIAL EDUCATION DEPARTMENT	01	317.10
P25-03000	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	CAMERA SUPPLIES FOR AEMS	CAREER & TECHNICAL PREPARATION	01	705.18
P25-03001	SCUSD - US BANK CAL CARD	CJA SOUTHWEST LA FIELD TRIP 24/25	JOHN F. KENNEDY HIGH SCHOOL	01	3,734.93
P25-03002	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES	ALBERT EINSTEIN MIDDLE SCHOOL	01	452.74
P25-03003	LAKESHORE LEARNING MATERIALS	Special Ed Room 2	JOHN MORSE THERAPEUTIC	01	259.74
P25-03004	LAKESHORE LEARNING MATERIALS	Special Ed Room 6	JOHN MORSE THERAPEUTIC	01	276.11
P25-03005	GOLDEN STATE COMMUNICATION	WALKIE TALKIES FOR SCHOOL SITE	MATSUYAMA ELEMENTARY SCHOOL	01	1,996.00
P25-03006	AMPLIFY	DESMOS MATH SUPPLEMENTAL PROGRAM	WILL C. WOOD MIDDLE SCHOOL	01	3,240.00
P25-03007	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUSES FOR UC DAVIS CESAR CHAVEZ DAY MAY 10	COUNSELING SERVICES	01	4,042.50
P25-03008	UNIVERSAL LIMOUSINE CO	5/2/25; PARALLAX- E. VALADEZ @ JFK	CAREER & TECHNICAL PREPARATION	01	2,407.50
P25-03009	KLINE MUSIC INC	INSTRUMENTS FOR BAND CLASS-PROP 28	FERN BACON MIDDLE SCHOOL	01	9,739.87
P25-03010	JOSTENS INC	GRADUATION GOWNS FOR NEW BOARD MEMBERS	BOARD OF EDUCATION	01	121.78
P25-03011	UNITED CALIFORNIA GLASS & DOOR	FIRE DOOR INSPECTION FOR CERTIFICATION	CHARLES A. JONES CAREER & ED	11	725.00
P25-03012	GOPHER SPORT	PE INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	4,120.09
P25-03013	GANDER PUBLISHING	On Cloud Nine Classroom Sets	JOHN MORSE THERAPEUTIC	01	4,004.74
P25-03014	SEATTLE COFFEE GEAR, LLC	COFFEE MACHINES FOR ALHS	CAREER & TECHNICAL PREPARATION	01	7,696.34
P25-03015	THE HOME DEPOT PRO	EXT. LEARNING CUSTODIAL SUPPLIES 24-25SY	MATSUYAMA ELEMENTARY SCHOOL	01	1,079.02
P25-03016	ODP BUSINESS SOLUTIONS LLC	LAUREN FRAZER SUPPLIES	DAVID LUBIN ELEMENTARY SCHOOL	01	97.90
P25-03017	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	BLUE BACKFLOW TAGS FOR 24-25 SY	FACILITIES MAINTENANCE	01	1,031.37
P25-03018	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	HOLLYWOOD PARK ELEMENTARY	01	959.98

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03019	NASCO	CLASS SUPPLIES FOR SCIENCE DEPARTMENT	MIWOK MIDDLE SCHOOL	01	954.31
P25-03020	SNAP ON TOOLS	DIAGNOSTIC TOOL-JB POLANCO@JFK	CAREER & TECHNICAL PREPARATION	01	7,263.80
P25-03021	TAGUE BAND INSTRUMENT SERVICES	CLARINET BARREL FOR BAND	MIWOK MIDDLE SCHOOL	01	102.36
P25-03022	AMAZON CAPITAL SERVICES	ANNA KACHAGIN MUSIC 2024-25SY	JOHN H. STILL - K-8	01	1,012.65
P25-03023	CDW GOVERNMENT	INK FOR PRINTERS	MATSUYAMA ELEMENTARY SCHOOL	01	1,131.39
P25-03024	AMADOR STAGE LINES INC	ELOP-SF ZOO CHARTER BUS	BG CHACON ACADEMY	09	4,572.00
P25-03025	4 IMPRINT INC	SUMMER BRIDGE STUDENT SHIRTS	GEO WASHINGTON CARVER	09	699.31
P25-03026	SCUSD - US BANK CAL CARD	ELOP-AQUARIUM OF THE BAY	BG CHACON ACADEMY	09	1,762.40
P25-03027	MORRIS PRINTING GROUP INC dba SCHOOL MATE	2025-26 STUDENT PLANNERS	GEO WASHINGTON CARVER	09	910.24
P25-03028	ODP BUSINESS SOLUTIONS LLC	SPED INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	459.90
P25-03029	BOOKS EN MORE	CLASSROOM BOOKS - CARLEY PILGRIM	LUTHER BURBANK HIGH SCHOOL	01	180.36
P25-03030	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	MIXED MEDIA SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	2,448.83
P25-03031	GUARDIAN HOME SERVICES	SMARTBOARD FOR DANCE	C. K. McCLATCHY HIGH SCHOOL	01	4,443.93
P25-03032	CDW GOVERNMENT	DESKTOPS FOR CTE CLASS	WILL C. WOOD MIDDLE SCHOOL	01	3,787.94
P25-03033	DE SOTO SALES INC	FLOOR GRINDER/HEPA VACCUM-GLAZING SHOP	FACILITIES MAINTENANCE	01	7,380.80
P25-03034	FS.COM INC	Fiber Patch Cables	TECHNOLOGY SERVICES	01	740.80
P25-03035	THE HOME DEPOT PRO	LED LIGHTS NON INSTRUCTIONAL	JOHN BIDWELL ELEMENTARY	01	176.00
P25-03036	JW PEPPER & SONS INC	MUSIC FOR BAND CLASS	MIWOK MIDDLE SCHOOL	01	413.59
P25-03037	PDQ INTERMEDIATE INC dba SMART DEPLOY LLC	SmartDeploy Computer Imaging Renewal 24-25	TECHNOLOGY SERVICES	01	38,350.00
P25-03038	AMAZON CAPITAL SERVICES	HOMELESS SERVICES-SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	79.91
P25-03039	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES-SPED	HIRAM W. JOHNSON HIGH SCHOOL	01	161.86
P25-03040	AMAZON CAPITAL SERVICES	SUPPLIES FOR SPEC ED - ZIMMERMAN	WILL C. WOOD MIDDLE SCHOOL	01	280.41
P25-03041	AMAZON CAPITAL SERVICES	PLAYING CARDS FOR STUDENTS	CURRICULUM & PROF DEVELOP	01	413.21
P25-03042	AMAZON CAPITAL SERVICES	HOMELESS SERVICES-SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	454.46
P25-03043	AMAZON CAPITAL SERVICES	PHYSICS LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	451.92
P25-03044	TIFFANY SMITH-SIMMONS	RECRUITMENT RENTENTION MATERIALS 2024-2025	HUMAN RESOURCE SERVICES	01	394.39

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03045	AMAZON CAPITAL SERVICES	HIRAM JOHNSON SUPPLIES, CHRISTINA ROSELI	EARLY LEARNING & CARE PROGRAMS	12	500.61
P25-03046	AMAZON CAPITAL SERVICES	Wellness Room Awards Part 4	JOHN MORSE THERAPEUTIC	01	409.81
P25-03047	AMAZON CAPITAL SERVICES	SUPPLIES FOR SCIENCE DEPARTMENT	MIWOK MIDDLE SCHOOL	01	515.06
P25-03048	CDW GOVERNMENT	HP PROBOOK 460 G11 FOR ALEXANDER G.	COMMUNICATIONS OFFICE	01	1,224.25
P25-03049	APPLE INC	REPLACEMENT THE OLD MONITOR FOR ANDREA	COMMUNICATIONS OFFICE	01	1,754.16
P25-03050	MCGRATH RENTCORP	0110-468 E.PHILLIPS RENEWAL - CONTAINER RENTALS	FACILITIES SUPPORT SERVICES	21	11,382.06
P25-03051	LESLIE ROSS dba ARZIE	LAW - UNIFORMS & Alterations INV 2024-015	HIRAM W. JOHNSON HIGH SCHOOL	01	5,062.52
P25-03052	UNIVERSAL LIMOUSINE CO	4/2/25 DEACON CONSTRUCTION-ANTRIM	CAREER & TECHNICAL PREPARATION	01	1,337.50
P25-03053	SKILLS USA CALIFORNIA	APPS PRACTICE SKILLS W/IN TECH AUTO-J POLANCO	CAREER & TECHNICAL PREPARATION	01	1,400.00
P25-03054	PITNEY BOWES BANK INC RESERVE ACCOUNT	POSTAGE METER REFILL	LUTHER BURBANK HIGH SCHOOL	01	2,000.00
P25-03055	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	HEADPHONES/PHOTOGRAP HY/ART	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,872.26
P25-03057	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	Equipment to give students online access	SAC NEW TECH EARLY COLLEGE HS	09	143.02
P25-03058	AMADOR STAGE LINES INC	FIELD TRIP CHARTER BUS SF EXPLORATORIUM 05/13/25	ETHEL I. BAKER ELEMENTARY	01	7,820.00
P25-03059	SCOE FINANCIAL SERVICES	SLY PARK INVOICE #252045	ROSA PARKS MIDDLE SCHOOL	01	4,810.00
P25-03060	CUSTOM WHOLESALE LLC	WE SUCCEED BOOKMARKS FOR STUDENTS	SUSAN B. ANTHONY ELEMENTARY	01	429.56
P25-03061	BLICK ART MATERIALS	ART INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	519.38
P25-03062	BLICK ART MATERIALS	ART CLASS SUPPLIES	GEO WASHINGTON CARVER	09	1,721.15
P25-03063	BLICK ART MATERIALS	Wellness Room Awards Part 5	JOHN MORSE THERAPEUTIC	01	1,023.33
P25-03064	BOOKS EN MORE	HJ READS NOVELS ELA CLASSES # 1	HIRAM W. JOHNSON HIGH SCHOOL	01	1,057.49
P25-03065	BOOKS EN MORE	HJHS READS NOVELS- ELA CLASSES #2	HIRAM W. JOHNSON HIGH SCHOOL	01	1,068.97
P25-03066	CDW GOVERNMENT	PORTABLE LAPTOP MONITOR	CONTINUOUS IMPRVMT & ACNTBLTY	01	1,737.00
P25-03067	CDW GOVERNMENT	DESKTOPS, PRINTERS & PROJECTORS NEEDED FOR SITE	ENGINEERING AND SCIENCES HS	01	6,346.95
P25-03068	CDW GOVERNMENT	16-PORT NETGEAR ETHERNET SWITCH	ENGINEERING AND SCIENCES HS	01	98.70
P25-03069	CHEFS TOYS LLC	MILK COOLER FOR DAVID LUBIN	NUTRITION SERVICES DEPARTMENT	13	3,436.12

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03070	BLICK ART MATERIALS	PROP 28 FUNDING, ART SUPPLIES FOR ART TEACHER	GENEVIEVE DIDION ELEMENTARY	01	800.56
P25-03071	BLICK ART MATERIALS	ART SUPPLIES FOR T. ROBERTS	WILL C. WOOD MIDDLE SCHOOL	01	2,521.11
P25-03072	ULINE	SUPPLIES FOR ART CLASS - T. ROBERTS	WILL C. WOOD MIDDLE SCHOOL	01	693.80
P25-03073	CDW GOVERNMENT	Technology Order for FYS (Printer)	FOSTER YOUTH SERVICES PROGRAM	01	356.70
P25-03074	COLIN D FULTON dba COTTON SHOP PE	UNIFORMS FOR CJA	C. K. McCLATCHY HIGH SCHOOL	01	4,092.67
P25-03075	CHILD1ST PUBLICATIONS, LLC	Room 8 SnapWords Class Kit	JOHN MORSE THERAPEUTIC	01	247.49
P25-03076	D & P ENTERPRISES INC dba CRES CO-RESCO	FOOD SLICER FOR CULINARY RHS	CAREER & TECHNICAL PREPARATION	01	1,129.40
P25-03077	NASCO	ARTS AND ENRICHMENT PROP 28	WASHINGTON ELEMENTARY SCHOOL	01	365.59
P25-03078	GRAINGER INC	EV SER TOOL KIT-JB POLANCO-JFK TECH AUTO	CAREER & TECHNICAL PREPARATION	01	5,631.12
P25-03079	GREAT MINDS PBC	GREAT MINDS-25-26 CURRICULUM	BG CHACON ACADEMY	09	15,614.68
P25-03080	ODP BUSINESS SOLUTIONS LLC	RSP INK	DAVID LUBIN ELEMENTARY SCHOOL	01	341.21
P25-03081	SCHOOL SPECIALTY LLC	Clinical Sand Toys	JOHN MORSE THERAPEUTIC	01	68.66
P25-03082	LAKESHORE LEARNING MATERIALS	ARTS AND ENRICHMENT PROP 28	WASHINGTON ELEMENTARY SCHOOL	01	1,530.84
P25-03083	SCUSD - US BANK CAL CARD	SUMMER BRIDGE COLLEGE GEAR	GEO WASHINGTON CARVER	09	1,802.76
P25-03084	MORRIS PRINTING GROUP INC dba SCHOOL MATE	24-25 GRADE PLANNERS- 5TH/6TH GRADE	THEODORE JUDAH ELEMENTARY	01	311.03
P25-03086	AVALON TRANSPORTATION LLC	SOIL BORN FARMS-AG TODD MCPHERSON@LBHS	CAREER & TECHNICAL PREPARATION	01	1,406.48
P25-03087	ORIENTAL TRADING CO, ACCT 2520 80	ATTENDANCE INCENTIVE	ISADOR COHEN ELEMENTARY SCHOOL	01	1,494.04
P25-03088	PACIFIC OFFICE AUTOMATION	INK FOR RISO	GENEVIEVE DIDION ELEMENTARY	01	656.42
P25-03089	SCOE FINANCIAL SERVICES	FINAL PAYMENT FOR SLY PARK 24-25	ABRAHAM LINCOLN ELEMENTARY	01	15,632.50
P25-03090	S&S WORLDWIDE INC	STUDENT SUPPLIES 2024-25SY	JOHN D SLOAT BASIC ELEMENTARY	01	1,393.44
P25-03091	THE HOME DEPOT PRO	PPPP CUSTODIAL SUPPLIES (ED. K & TJ)	EARLY LEARNING & CARE PROGRAMS	12	503.09
P25-03092	POCKETALK INC	TRANSLATION DEVICES	THEODORE JUDAH ELEMENTARY	01	830.33
P25-03093	THE HOME DEPOT PRO	EXT. LEARNING CUSTODIAL SUPPLIES 2024-25SY	LUTHER BURBANK HIGH SCHOOL	01	1,156.49
P25-03094	DELUXE SMALL BUSINESS/PTM	ASB BLANK CHECKS	ACCOUNTING SERVICES DEPARTMENT	01	428.48

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03095	MSC INDUSTRIAL SUPPLY CO	MANUFACTURING AND DESIGN INST. SUPPLIES FOR JFK	CAREER & TECHNICAL PREPARATION	01	4,082.66
P25-03096	MATTERHACKERS INC	FILAMENTS FOR MANUFACTURING AND DESIGN @ JFK	CAREER & TECHNICAL PREPARATION	01	3,240.68
P25-03097	REFRIGERATION SUPPLIES DIST	COOLING VALVES FOR SAC HIGH	FACILITIES MAINTENANCE	01	3,710.55
P25-03098	AMAZON CAPITAL SERVICES	BASKETBALL FOR 24/25 SEASON	EQUITY/ACCESS & EXCELLENCE	01	869.46
P25-03099	AMERICAN REFRIGERATION SUPPLY ACCT #172405	MINI SPLIT FOR CKM KITCHEN GRAB & GO AREA	NUTRITION SERVICES DEPARTMENT	01	14,729.39
P25-03100	DOVE AUTO GLASS LLC	FIX WINDSHIELD FORD 2023 VAN CCR-16	CAREER & TECHNICAL PREPARATION	01	498.22
P25-03101	AMAZON CAPITAL SERVICES	Chloe Williams-Bouncy Bands for Desk	DAVID LUBIN ELEMENTARY SCHOOL	01	20.65
P25-03102	AMAZON CAPITAL SERVICES	BOOKS FOR SCOE TRAINING	YOUTH DEVELOPMENT	01	513.30
P25-03103	AMAZON CAPITAL SERVICES	POCKET FOLDERS ELA	ALBERT EINSTEIN MIDDLE SCHOOL	01	153.83
P25-03104	AMAZON CAPITAL SERVICES	POWER STRIPS AND CORD COVERS- PER FIRE INSPECTION	HIRAM W. JOHNSON HIGH SCHOOL	01	432.26
P25-03105	CALIFORNIA ACADEMY OF SCIENCES	JCBA ACADEMY OF SCIENCE 4-7-25	HIRAM W. JOHNSON HIGH SCHOOL	01	606.10
P25-03106	BUTTE CREEK COUNTRY CLUB	2 USED MOWERS	FACILITIES MAINTENANCE	01	72,000.00
P25-03107	JONES-CAMPBELL CO INC	0265-461-1 OAK RIDGE ES FURNITURE - FURNITURE	FACILITIES SUPPORT SERVICES	21	946,395.48
P25-03108	FLINN SCIENTIFIC INC 33411	Middle School Project Based Rocket Supplies	JOHN MORSE THERAPEUTIC	01	535.82
P25-03109	GRAINGER INC	FLAGS	EDWARD KEMBLE ELEMENTARY	01	157.81
P25-03110	GUARDIAN HOME SERVICES	STUDENTS HEADSET SUPPORT LEARNING	CAROLINE WENZEL ELEMENTARY	01	1,549.69
P25-03111	BOOKS EN MORE	BOOKS FOR LANGUAGE TEACHERS	JOHN F. KENNEDY HIGH SCHOOL	01	581.70
P25-03112	J'S COMMUNICATIONS INC	RADIO'S FOR CAMPUS SAFETY	SAC NEW TECH EARLY COLLEGE HS	09	1,824.73
P25-03114	PRO-ED INC	SPEECH PROTOCOLS	SPECIAL EDUCATION DEPARTMENT	01	546.98
P25-03115	AMAZON CAPITAL SERVICES	COMPASS FOR MATH - ZASOSKI	MIWOK MIDDLE SCHOOL	01	62.42
P25-03116	AMAZON CAPITAL SERVICES	PHYSICS LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	457.54
P25-03117	AMAZON CAPITAL SERVICES	NFPA SIGN- BREWER	AMERICAN LEGION HIGH SCHOOL	01	21.68
P25-03118	AMAZON CAPITAL SERVICES	AMER LEGION, EMER COMPLIANCE, INF/TOD DOOR LOCKS	EARLY LEARNING & CARE PROGRAMS	12	130.37

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03119	AMAZON CAPITAL SERVICES	CALM CORNER KITS FOR 0831	CURRICULUM & PROF DEVELOP	01	1,319.38
P25-03120	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	PHOTO PRINTER FOR PHOTO CLASS	JOHN F. KENNEDY HIGH SCHOOL	01	703.33
P25-03121	AMAZON CAPITAL SERVICES	AMAZON CART ORDER-ELECTRONICS-MIET Z	FACILITIES MAINTENANCE	01	1,065.85
P25-03122	AMAZON CAPITAL SERVICES	PBIS STUDENT POSITIVE BEHAVIOR REINFORCEMENTS	JOHN D SLOAT BASIC ELEMENTARY	01	1,488.32
P25-03123	AMAZON CAPITAL SERVICES	REFER CONTROL BOARD FOR SITE KITCHENS 24-25SY	NUTRITION SERVICES DEPARTMENT	13	246.84
P25-03124	AMAZON CAPITAL SERVICES	AMAZON CLASSROOM ACTIVITIES	NEW JOSEPH BONNHEIM	09	408.06
P25-03125	AMAZON CAPITAL SERVICES	AT ORDER -BULK MULT STUDENTS (2 OF 3)	SPECIAL EDUCATION DEPARTMENT	01	656.65
P25-03126	AMAZON CAPITAL SERVICES	PHYSICS LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	447.42
P25-03127	AMAZON CAPITAL SERVICES	AT ORDER -BULK MULT STUDENTS (1 OF 3)	SPECIAL EDUCATION DEPARTMENT	01	956.16
P25-03128	SCHOOL SPECIALTY LLC	CALCULATORS FOR M.S. RSP	A. M. WINN - K-8	01	74.11
P25-03129	CDW GOVERNMENT	CLASSROOM TECHNOLOGY	WEST CAMPUS	01	2,299.12
P25-03130	CDW GOVERNMENT	SUPPLEMENTAL TECHNOLOGY EQUIPMENT	LUTHER BURBANK HIGH SCHOOL	01	2,060.54
P25-03131	BOOKS EN MORE	LIBRARY BOOKS	WEST CAMPUS	01	482.52
P25-03132	BOOKS EN MORE	LIBRARY NOVELS	WEST CAMPUS	01	955.91
P25-03133	DISCOUNT SCHOOL SUPPLY	EHS CLASSROOMS - LORENA POON	EARLY LEARNING & CARE PROGRAMS	12	1,892.95
P25-03134	DISCOUNT SCHOOL SUPPLY	EHS AMERICAN LEGION 123 - MANNY INFANTE	EARLY LEARNING & CARE PROGRAMS	12	1,709.20
P25-03135	EL DORADO TRADING GROUP INC TH E BACH CO	AP CAL CALCULATORS	WEST CAMPUS	01	1,539.38
P25-03136	AMADOR STAGE LINES INC	SLYPARK CHARTER 2025	GOLDEN EMPIRE ELEMENTARY	01	3,060.00
P25-03137	GOPHER SPORT	PE EQUIPMENT FOR PE CLASSES	FERN BACON MIDDLE SCHOOL	01	1,823.84
P25-03138	GOPHER SPORT	PLAYGROUND EQUIPMENT FOR STUDENTS	SUY:U ELEMENTARY	01	1,391.92
P25-03139	GOPHER SPORT	BASKETBALL BACKBOARD PADDING FOR GYM	FERN BACON MIDDLE SCHOOL	01	318.14
P25-03140	AMADOR STAGE LINES INC	FIELDTRIP 5/7/25 DEACON CONSTRU RHS-C. ANTRIM	CAREER & TECHNICAL PREPARATION	01	1,811.57
P25-03141	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUS TO CSU STANISLAUS-COMM SCHOOLS GRANT	FERN BACON MIDDLE SCHOOL	01	2,575.80
P25-03142	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUS FOR SOIL BORN FT-COMM. SCHOOLS GRANT	FERN BACON MIDDLE SCHOOL	01	1,036.80

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03143	LAKESHORE LEARNING MATERIALS	AMER LEGION, RM 121, INF/TOD, LAKESHORE	EARLY LEARNING & CARE PROGRAMS	12	2,449.50
P25-03144	LAKESHORE LEARNING MATERIALS	AMER LEGION RM 121, LAKESHORE	EARLY LEARNING & CARE PROGRAMS	12	1,757.41
P25-03145	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES FOR CAMPUS	FERN BACON MIDDLE SCHOOL	01	2,180.15
P25-03146	KOMBAT SOCCER INC	VOLLEYBALL JERSEYS	LEONARDO da VINCI ELEMENTARY	01	470.06
P25-03147	MICHAEL FERNANDES	WEBSITE RENEWAL REIMBURSEMENT	YOUTH DEVELOPMENT	01	324.00
P25-03148	ODP BUSINESS SOLUTIONS LLC	SERNA, PRINTER INK (LP)	EARLY LEARNING & CARE PROGRAMS	12	4,028.80
P25-03149	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES, CCTR, LEILA L	EARLY LEARNING & CARE PROGRAMS	12	448.68
P25-03150	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES FOR SDC ROOM	C. K. McCLATCHY HIGH SCHOOL	01	227.97
P25-03151	AMAZON CAPITAL SERVICES	MOBILE FILING CABINET-ELPAC TESTING MATERIALS	CAMELLIA BASIC ELEMENTARY	01	95.23
P25-03152	MOBYMAX LLC	RENEW MOBY MAX LICENSE	ALBERT EINSTEIN MIDDLE SCHOOL	01	4,795.00
P25-03153	AMAZON CAPITAL SERVICES	LINEMAKERS FOR RESOURCE TEACHERS	A. M. WINN - K-8	01	136.81
P25-03154	AMAZON CAPITAL SERVICES	BOOKS, APPLE BAGS, 2025 MAR, #2 (CR)	EARLY LEARNING & CARE PROGRAMS	12	534.94
P25-03155	MATTERHACKERS INC	FILAMENT NEEDED FOR ENGINEERING CLASS	ENGINEERING AND SCIENCES HS	01	3,562.14
P25-03156	AMAZON CAPITAL SERVICES	ANTI GLARE SCREENS 22" FOR N.W NEW MONITORS	CONTINUOUS IMPRVMT & ACNTBLTY	01	108.73
P25-03157	AMAZON CAPITAL SERVICES	JOHN BIDWELL ROOM 22, AMAZON #2, 2025 MAR	EARLY LEARNING & CARE PROGRAMS	12	119.20
P25-03158	AMAZON CAPITAL SERVICES	MARTIN L. KING CC ROOM 14 SA, AMAZON, 2025 MAR	EARLY LEARNING & CARE PROGRAMS	12	73.65
P25-03159	APPLE INC	APPLE IPADS FOR AFTERSCHOOL PROGRAM	BOWLING GREEN ELEMENTARY	09	90,049.38
P25-03160	CDW GOVERNMENT	STUDENT SUPPORT - MOD/SEVERE	SPECIAL EDUCATION DEPARTMENT	01	21,061.61
P25-03161	CDW GOVERNMENT	CHROMEBOOK FOR THE AFTERSCHOOL PROGRAM	BOWLING GREEN ELEMENTARY	09	33,582.90
P25-03162	BOOKS EN MORE	CLASSROOM BOOKS FOR APRIL SAELEE	LUTHER BURBANK HIGH SCHOOL	01	246.42
P25-03163	BOOKS EN MORE	SUPPLEMENTAL BOOKS FOR LPPA	C. K. McCLATCHY HIGH SCHOOL	01	4,969.44
P25-03164	BOOKS EN MORE	GRAPHIC NOVELS	HIRAM W. JOHNSON HIGH SCHOOL	01	455.77
P25-03165	BOOKS EN MORE	CLASSROOM BOOKS - JANSEN	LUTHER BURBANK HIGH SCHOOL	01	94.18
P25-03166	CDW GOVERNMENT	INSTRUCTIONAL	JOHN BIDWELL ELEMENTARY	01	2,476.95

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03167	CDW GOVERNMENT	JCBA- LAPTOPS	HIRAM W. JOHNSON HIGH SCHOOL	01	12,242.50
P25-03168	CDW GOVERNMENT	MINI DESKTOPS FOR STAFF	JOHN H. STILL - K-8	01	4,734.92
P25-03169	CDW GOVERNMENT	ART DRAWING TABLETS - DOOLITTLE	LUTHER BURBANK HIGH SCHOOL	01	5,143.88
P25-03170	PACIFIC OFFICE AUTOMATION	INK AND MASTER ROLLS FOR PRINTERS	BOWLING GREEN ELEMENTARY	09	1,289.07
P25-03171	PASCO SCIENTIFIC INC	SCIENCE LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	4,166.21
P25-03172	PASCO SCIENTIFIC INC	ANATOMY LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	2,281.58
P25-03173	LAKESHORE LEARNING MATERIALS	KA YANG	JOHN H. STILL - K-8	01	1,867.97
P25-03174	LAKESHORE LEARNING MATERIALS	AMER LEGION, RM 123, INF/TOD, LAKESHORE	EARLY LEARNING & CARE PROGRAMS	12	6,161.39
P25-03175	LAKESHORE LEARNING MATERIALS	Special Ed Room 7 PreK	JOHN MORSE THERAPEUTIC	01	290.23
P25-03176	NASCO	EARTHWORMS FOR SCIENCE	MIWOK MIDDLE SCHOOL	01	184.21
P25-03177	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	SCIENCE SUPPLIES - CAROLINA	MIWOK MIDDLE SCHOOL	01	278.43
P25-03178	APPLE INC	Technology Order for FYS (MacBook)	FOSTER YOUTH SERVICES PROGRAM	01	1,194.66
P25-03179	TEACHER SYNERGY LLC	TPT DIGITAL SCHOOL RESOURCE ACCESS	JOHN H. STILL - K-8	01	2,265.21
P25-03180	KLINE MUSIC INC	MUSICAL INSTRUMENTS - TIMPANO	WEST CAMPUS	01	6,436.35
P25-03181	EDPUZZLE INC	EDPUZZLE	JOHN H. STILL - K-8	01	833.33
P25-03182	THE HOME DEPOT PRO	HD SUPPLY	LEATAATA FLOYD ELEMENTARY	01	1,498.00
P25-03183	TMA LASER GROUP INC	SCIENCE LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	184.88
P25-03184	STEPHANE MANUEL dba TRUEFIKTIO N LLC	SS CLASSROOM NOVELS	HIRAM W. JOHNSON HIGH SCHOOL	01	141.59
P25-03185	BULK BOOKSTORE	SUPPLEMENTAL READING MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	510.26
P25-03186	ODP BUSINESS SOLUTIONS LLC	SERNA, PRINTER INK (EY, MS)	EARLY LEARNING & CARE PROGRAMS	12	5,741.28
P25-03187	ODP BUSINESS SOLUTIONS LLC	PURCHASE OF WIRELES DUAL MICROPHONE SYSTEM	MULTILINGUAL EDUCATION DEPT.	01	60.85
P25-03188	ODP BUSINESS SOLUTIONS LLC	SPED CLASSROOM SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	373.24
P25-03189	AMIRA LEARNING, INC	AMIRA LEARNING PROGRAM	WOODBINE ELEMENTARY SCHOOL	01	7,425.00
P25-03190	SAVVAS	SAVVAS-MATH CURRICULUM FOR 2025-2026 SCHOOL YEAR	BG CHACON ACADEMY	09	11,604.26
P25-03191	HEIECK SUPPLY	COMM BOOSTER HEATER-FOR WEST CAMPUS DISHWASHER	NUTRITION SERVICES DEPARTMENT	13	4,234.73

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03192	FOLLETT CONTENT SOLUTIONS LLC	Library Order for sites with district funds	LIBRARY/TEXTBOOK SERVICES	01	4,859.35
P25-03193	AMAZON CAPITAL SERVICES	PARENT CAFE SUPPLIES, CHRISTINA ROSELI	EARLY LEARNING & CARE PROGRAMS	12	138.33
P25-03194	AMAZON CAPITAL SERVICES	ADHESIVE BANDAGE WRAP FOR NURSES OFFICE	WILL C. WOOD MIDDLE SCHOOL	01	31.58
P25-03195	AMAZON CAPITAL SERVICES	SCREEN PROTECTORS FOR WAREHOUSE SCANNERS	NUTRITION SERVICES DEPARTMENT	13	146.16
P25-03196	AMAZON CAPITAL SERVICES	SUPPLEMENTAL ELD BEGINNER MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	145.15
P25-03197	AMAZON CAPITAL SERVICES	SUPPLEMENTAL PE EQUIPMENT	MARTIN L. KING JR ELEMENTARY	01	339.35
P25-03198	AMAZON CAPITAL SERVICES	CERTIFICATES FOR AWARDS AND GRADUATION	C. K. McCLATCHY HIGH SCHOOL	01	384.06
P25-03199	LITERACY RESOURCE LLC dbaHEGGE RTY PHONEMIC	PRE-KINDERGARTEN CURRICULUM 2022	SUTTERVILLE ELEMENTARY SCHOOL	01	106.79
P25-03200	BE STRONG FAMILIES NFP	PARENT CAFE MATERIAL (BE STRONG FAMILIES)	EARLY LEARNING & CARE PROGRAMS	12	249.04
P25-03201	MICHAEL'S TRANSPORTATION	BUS FOR UC DAVIS VISIT FOR CAREER EXPORATION	ENGINEERING AND SCIENCES HS	01	975.00
P25-03202	LEE'S AUTOMOTIVE REPAIR	REPAIRS FOR OPERATIONS TRUCK 2024-25SY	BUILDINGS & GROUNDS/OPERATIONS	01	8,109.09
P25-03203	AVALON TRANSPORTATION LLC	CHARTER TO SAC STATE 4/29/25 - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,576.05
P25-03204	AVALON TRANSPORTATION LLC	CHARTER FOR TRIP TO SAC STATE - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,576.05
P25-03205	SCOE FINANCIAL SERVICES	SLY PARK	ETHEL PHILLIPS ELEMENTARY	01	23,133.50
P25-03206	GUARDIAN HOME SERVICES	MULTI-TOUCH DISPLAY	WEST CAMPUS	01	6,201.75
P25-03207	GANDER PUBLISHING	On Cloud Nine Supplement Supplies	JOHN MORSE THERAPEUTIC	01	873.95
P25-03209	AMAZON CAPITAL SERVICES	AMAZON SUPPLIES - MATH AND SCIENCE	MIWOK MIDDLE SCHOOL	01	300.00
P25-03210	AMAZON CAPITAL SERVICES	INF/TOD SUPPLIES, EHS #1: DIAPERS, PULL UPS, WIPES	EARLY LEARNING & CARE PROGRAMS	12	6,367.50
P25-03211	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES FOR SUMMER SCIENCE COURSES	COUNSELING SERVICES	01	1,141.59
P25-03212	AMAZON CAPITAL SERVICES	BAND/MUSIC CLASSROOM SUPPLIES	GEO WASHINGTON CARVER	09	1,291.87
P25-03213	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES 2024-25SY	JOHN BIDWELL ELEMENTARY	01	464.05
P25-03214	TIMS MUSIC	INSTRUMENTS FOR BAND 2024-25SY	C. K. McCLATCHY HIGH SCHOOL	01	7,890.74
P25-03215	ERIC ARMIN INC dba EAI EDUCATI ON	MATH SUPPLIES FOR CLASSROOMS 2024-25SY	SUY:U ELEMENTARY	01	2,548.83
P25-03216	SS RED OAK VICTORY C/O RICHMON D MUSEUM OF HISTORY	JCBA ADMISSION to SS Red Oak Victory	HIRAM W. JOHNSON HIGH SCHOOL	01	230.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03217	JESSICA MARTIN	REIMB JESSICA MARTIN CLIMATE PROJECT	SAC NEW TECH EARLY COLLEGE HS	09	608.64
P25-03218	BURLINGTON ENGLISH INC	ELA & EL CIVICS - BURLINGTON ENGLISH - DISTANCE ED	CHARLES A. JONES CAREER & ED	11	14,400.00
P25-03219	MT LIBRARY SERVICES JUNIOR LIB RARY GUILD	JLG LIBRARY BOOK SUBSCRIPTION RENEWAL	C. K. McCLATCHY HIGH SCHOOL	01	2,799.35
P25-03220	ULINE	STORAGE CART FOR ART SUPPLIES-PROP 28	FERN BACON MIDDLE SCHOOL	01	687.42
P25-03221	ARBOR SCIENTIFIC	PHYSICS LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	87.76
P25-03222	WARDS NATURAL SCIENCE ESTABLIS HMENT INC	SCIENCE LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	210.24
P25-03223	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	LIGHT KIT FOR DANCE AND THEATER	C. K. McCLATCHY HIGH SCHOOL	01	2,328.04
P25-03224	OPCONNECT INC	TREAT AS CONFIRMING: INVOICE 0C24815	FACILITIES SUPPORT SERVICES	01	1,200.00
P25-03225	BLICK ART MATERIALS	BLICK ART SUPPLIES FOR ART CLASS-PROP 28	FERN BACON MIDDLE SCHOOL	01	2,247.73
P25-03226	BLICK ART MATERIALS	BLICK ART SUPPLIES FOR ART-PROP 28 FUNDS	FERN BACON MIDDLE SCHOOL	01	1,548.64
P25-03227	BATTERY SYSTEMS	GOLF CART BATTERY ADMINISTRATION	CHARLES A. JONES CAREER & ED	11	1,401.24
P25-03228	CDW GOVERNMENT	GARCIA MINI DESKTOP PC	OAK RIDGE ELEMENTARY SCHOOL	01	946.98
P25-03229	KLINE MUSIC INC	GUITARS/DRUMSTICKS FOR AFTER SCHOOL BAND-PROP 28	FERN BACON MIDDLE SCHOOL	01	980.62
P25-03230	EL DORADO TRADING GROUP INC db a THE BACH COMPANY	CALCULATORS FOR CLASSROOM USE	C. K. McCLATCHY HIGH SCHOOL	01	2,077.43
P25-03231	KOMBAT SOCCER INC	SUMMER MATTERS-T-SHIRTS	YOUTH DEVELOPMENT	01	13,645.08
P25-03232	LAKESHORE LEARNING MATERIALS	Special Ed Room 9	JOHN MORSE THERAPEUTIC	01	298.42
P25-03233	AMADOR STAGE LINES INC	Transportation for field trip	TAHOE ELEMENTARY SCHOOL	01	1,350.00
P25-03234	LEXIA LEARNING SYSTEMS LLC	LEXIA CORE 5	O. W. ERLEWINE ELEMENTARY	01	11,050.00
P25-03235	ODP BUSINESS SOLUTIONS LLC	ODP OFFICE SUPPLIES	CONSOLIDATED PROGRAMS	01	293.36
P25-03236	JOSTENS INC	DIPLOMAS FOR CLASS OF 2025	C. K. McCLATCHY HIGH SCHOOL	01	2,346.29
P25-03237	READ NATURALLY INC	BL 7.0 Replacement	JOHN MORSE THERAPEUTIC	01	70.06
P25-03238	SACRAMENTO NETWORK SOLUTIONS	CHROMEBOOKS - QTE 2826 NPS	ST MARY'S SCHOOL	01	9,591.25
P25-03239	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC NEWS	GOLDEN EMPIRE ELEMENTARY	01	2,525.62
P25-03240	SCUSD - US BANK CAL CARD	SKID SPRAYER FOR LABOR SHOP	FACILITIES MAINTENANCE	01	2,376.17

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03241	DISCOUNT SCHOOL SUPPLY	ETHEL PHILLIPS-RM D8 - CHRISTINA ALVA	EARLY LEARNING & CARE PROGRAMS	12	254.21
P25-03242	DISCOUNT SCHOOL SUPPLY	ARTS AND ENRICHMENT PROP28	WASHINGTON ELEMENTARY SCHOOL	01	1,728.80
P25-03243	BLICK ART MATERIALS	SUPPLIES FOR ART CLASS - MCCAFFREY	WILL C. WOOD MIDDLE SCHOOL	01	2,012.79
P25-03244	CDW GOVERNMENT	CLASSROOM PRINTERS	GENEVIEVE DIDION ELEMENTARY	01	735.02
P25-03245	LAKESHORE LEARNING MATERIALS	ARTS AND ENRICHMENT PRO 28	WASHINGTON ELEMENTARY SCHOOL	01	975.93
P25-03246	KLINE MUSIC INC	MUSIC EQUIPMENTS - BILL GREEN	LUTHER BURBANK HIGH SCHOOL	01	954.54
P25-03247	MATTERHACKERS INC	PRINTER/INK-CAMERON WRIGHT @ W. CAMPUS	CAREER & TECHNICAL PREPARATION	01	2,644.28
P25-03248	ODP BUSINESS SOLUTIONS LLC	DESK FOR LEATAATA FLOYD PRESCHOOL RM 1	EARLY LEARNING & CARE PROGRAMS	12	722.00
P25-03249	ODP BUSINESS SOLUTIONS LLC	ELC ENROLLMENT - MAHALETE BARRERA	EARLY LEARNING & CARE PROGRAMS	12	719.39
P25-03250	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLY - JOHN CABRILLO, VEL BUCKINGHAM	EARLY LEARNING & CARE PROGRAMS	12	49.25
P25-03251	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLY - JAMES MARSHALL, ROXANE SJOLUND	EARLY LEARNING & CARE PROGRAMS	12	151.80
P25-03252	ODP BUSINESS SOLUTIONS LLC	COMMUNITY SERVICE SUPPLIES- LEANA	LUTHER BURBANK HIGH SCHOOL	01	236.10
P25-03253	S & S EDUCATIONAL PRODUCTS	VAPA GRAND SUPPLIES 2024-2025SY	BRET HARTE ELEMENTARY SCHOOL	01	8,767.21
P25-03254	SCHOOL NURSE SUPPLY INC	NURSING SUPPLIES, EHS INF/TODDLERS #1 (NSS)	EARLY LEARNING & CARE PROGRAMS	12	4,308.36
P25-03255	S&S WORLDWIDE INC	FIDGETS TOYS/TOOLS USE FOR ANXIETY/FOCUS	CAREER & TECHNICAL PREPARATION	01	1,053.31
P25-03256	WEST MUSIC CO	VAPA supplies	PHOEBE A HEARST BASIC ELEM.	01	344.64
P25-03257	KLINE MUSIC INC	MUSIC INSTRUMENTS FOR STUDENT 2024-25SY	WILL C. WOOD MIDDLE SCHOOL	01	54,451.03
P25-03258	TEACHSTONE TRAINING	CLASS SCORE SHEETS, OVERVIEW DOCUMENTS	EARLY LEARNING & CARE PROGRAMS	12	1,207.09
P25-03259	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	THEODORE JUDAH ELEMENTARY	01	647.65
P25-03260	VERNIER SOFTWARE & TECHNOLOGY	SCIENCE COURSE PREVIEW ITEMS-PAY INVOICE ONLY	COUNSELING SERVICES	01	767.21
P25-03261	GOPHER SPORT	PE EQUIPMENT 2024-2025SY	GEO WASHINGTON CARVER	09	2,138.59
P25-03262	AVALON TRANSPORTATION LLC	SLY PARK BUSES MAR 10 & 14	PHOEBE A HEARST BASIC ELEM.	01	6,402.92
P25-03263	BOOKS EN MORE	ELD SUPPLEMENTAL CHAPTER READERS	C. K. McCLATCHY HIGH SCHOOL	01	169.47
P25-03264	BROWN UNIVERSITY	DIGITAL EDITIONS OF SOCIAL SCIENCE MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	1,890.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03265	CDW GOVERNMENT	REPLACEMENT BULB FOR PROJECTOR	HUBERT H BANCROFT ELEMENTARY	01	90.78
P25-03266	SCUSD - US BANK CAL CARD	MANDATED TRUCK CHECK	TRANSPORTATION SERVICES	01	1,027.60
P25-03267	MORTON GOLF LLC dba HAGGIN OAK S GOLF COMPLEX	GOLF CLUBS	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,043.97
P25-03268	MICHAEL'S TRANSPORTATION	UC DAVIS FIELD TRIP - GRADE 04	OAK RIDGE ELEMENTARY SCHOOL	01	1,125.00
P25-03269	HARRIS SCHOOL SOLUTIONS	ETRITION SERVER MIGRATION	NUTRITION SERVICES DEPARTMENT	13	330.00
P25-03270	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	POOL REC HEALTH PERMIT IN640710	HIRAM W. JOHNSON HIGH SCHOOL	01	890.00
P25-03271	AMAZON CAPITAL SERVICES	CLAY FOR ART CLASS-PROP 28	FERN BACON MIDDLE SCHOOL	01	151.63
P25-03272	MIGUEL LOPEZ	CONFIRMING-REIMB:M.LOPE Z-LUNCHES FOR ENG FIELDTRIP	ENGINEERING AND SCIENCES HS	01	1,856.37
P25-03273	ESQUIRE IMAX THEATRE	2025 SUMMER MATTERS AIEP FIELD TRIP	YOUTH DEVELOPMENT	01	413.00
P25-03274	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	BARNES AND NOBLE MENTAL HEALTH GRANT	HEALTH PROFESSIONS HIGH SCHOOL	01	908.25
P25-03275	BLICK ART MATERIALS	BLICK ART SUPPLIES (MENTAL HEALTH GRANT)	HEALTH PROFESSIONS HIGH SCHOOL	01	1,612.01
P25-03276	CDW GOVERNMENT	LAPTOPS ELC DEPT, 2025	EARLY LEARNING & CARE PROGRAMS	12	12,344.73
P25-03277	TOUCHLINE SOFTWARE INC	QUICK PERMIT RENEWAL LICENSE FOR 25-26	JOHN F. KENNEDY HIGH SCHOOL	01	495.00
P25-03278	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	PLANNERS	JAMES W MARSHALL ELEMENTARY	01	603.49
P25-03279	AMAZON CAPITAL SERVICES	ETHEL PHILLIPS, BABY UNDERPADS, 2025 MAR	EARLY LEARNING & CARE PROGRAMS	12	28.26
P25-03280	AMAZON CAPITAL SERVICES	JOHN BIDWELL PK RM 21 - MARIA YANG	EARLY LEARNING & CARE PROGRAMS	12	27.38
P25-03281	VICTORY TROPHIES	STUDENT INCENTIVES AWARD PLAQUES 2024-2025	FERN BACON MIDDLE SCHOOL	01	2,995.31
P25-03282	AMAZON CAPITAL SERVICES	UTV MIRRORS / LABOR SHOP	FACILITIES MAINTENANCE	01	36.96
P25-03283	AMAZON CAPITAL SERVICES	EARPIECES MOTOROLA 2024-25SY	JOHN MORSE THERAPEUTIC	01	130.30
P25-03284	AMAZON CAPITAL SERVICES	JOHN BIDWELL ROOM 22, AMAZON #1, 2025 MAR	EARLY LEARNING & CARE PROGRAMS	12	146.16
P25-03285	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES - MR. JANSEN	LUTHER BURBANK HIGH SCHOOL	01	177.01
P25-03286	AMAZON CAPITAL SERVICES	COMMUNITY SCHOOL SPECIALIST SUPPLES - LEANA	LUTHER BURBANK HIGH SCHOOL	01	187.64

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03287	AMAZON CAPITAL SERVICES	PARENT ENGAGEMENT, FIRST 5, SUPPLIES (AMAZON #1)	EARLY LEARNING & CARE PROGRAMS	12	247.30
P25-03288	AMAZON CAPITAL SERVICES	JOHN BIDWELL ROOM 21, AMAZON, 2025 MAR	EARLY LEARNING & CARE PROGRAMS	12	344.69
P25-03289	AMAZON CAPITAL SERVICES	ATTENDANCE INCENTIVE	ISADOR COHEN ELEMENTARY SCHOOL	01	334.55
P25-03290	AMAZON CAPITAL SERVICES	OT MATERIALS - [REDACTED] 2025 (7)	SPECIAL EDUCATION DEPARTMENT	01	611.29
P25-03291	CDW GOVERNMENT	MONITOR FOR OMBUDSPERSON	CONSTITUENT SERVICES	01	219.87
P25-03292	CDW GOVERNMENT	LAPTOP 11 WINDOWS- EMMANUEL VALADEZ @JFK	CAREER & TECHNICAL PREPARATION	01	8,865.36
P25-03293	AMAZON CAPITAL SERVICES	SPED INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	382.66
P25-03294	PANERA BREAD CO	A&E FOCUS FAN MEALS FOR FAMILIES	STUDENT ATTEND & ENGAGE OFFICE	01	2,316.57
P25-03295	AMAZON CAPITAL SERVICES	ATHLETIC EQUIP	CALIFORNIA MIDDLE SCHOOL	01	904.45
P25-03296	AMAZON CAPITAL SERVICES	CALM CORNER KITS FOR 0831	CURRICULUM & PROF DEVELOP	01	1,909.13
P25-03297	ULINE	ULINE MATERIALS FOR HOMELESS DEPT 2024-25SY	STUDENT SUPPORT&HEALTH SRVCS	01	5,713.09
P25-03298	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	MIXED MEDIA ART SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	272.41
P25-03299	BOOKS EN MORE	ELA SPED LEVEL READERS	C. K. McCLATCHY HIGH SCHOOL	01	89.81
P25-03300	LITERACY RESOURCE LLC dbaHEGGE RTY PHONEMIC	CURRICULUM SUPPORT	JAMES W MARSHALL ELEMENTARY	01	1,577.67
P25-03301	ODP BUSINESS SOLUTIONS LLC	CHAIRS FOR GYM	C. K. McCLATCHY HIGH SCHOOL	01	3,180.67
P25-03302	DUNN EDWARDS PAINTS	AM WINN STAGE AND BACKWALL SUMMER PRJCT PAINT SHOP	FACILITIES MAINTENANCE	01	1,048.96
P25-03303	DUNN EDWARDS PAINTS	HIRAM JOHNSON CAFE SUMMER PROJECT	FACILITIES MAINTENANCE	01	4,752.59
P25-03304	DUNN EDWARDS PAINTS	SUTTERVILLE CAFE STORAGE & KITCHEN SMMR PRJT	FACILITIES MAINTENANCE	01	2,822.15
P25-03305	CDW GOVERNMENT	PORTABLE MONITOR FOR CLASS USE - SPED (PAZ)	C. K. McCLATCHY HIGH SCHOOL	01	217.38
P25-03306	CDW GOVERNMENT	SCANNER FOR CLASSROOM USE	C. K. McCLATCHY HIGH SCHOOL	01	386.24
P25-03307	LEARNING A-Z LLC	RAZ KIDS LICENSE	ETHEL PHILLIPS ELEMENTARY	01	4,464.00
P25-03308	SCOE FINANCIAL SERVICES	SLY PARK DEPOSIT	JOHN BIDWELL ELEMENTARY	01	1,500.00
P25-03309	SCHOOL SPECIALTY LLC	HALO LICENSE RENEWAL	ALBERT EINSTEIN MIDDLE SCHOOL	01	713.90

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03310	J B PRINCE COMPANY INC	ICE CREAM MACHINE- S. SINGER@RHS-CULINARY ARTS	CAREER & TECHNICAL PREPARATION	01	6,505.38
P25-03311	AMAZON CAPITAL SERVICES	POOL LIGHTS	FACILITIES MAINTENANCE	01	1,430.87
P25-03313	AMAZON CAPITAL SERVICES	INF/TOD SUPPLIES, EHS #2: DIAPERS, PULL UPS, WIPES	EARLY LEARNING & CARE PROGRAMS	12	3,714.61
P25-03314	AMAZON CAPITAL SERVICES	SCIENCE MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	173.98
P25-03315	AMAZON CAPITAL SERVICES	SCIENCE LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	1,743.12
P25-03316	AMAZON CAPITAL SERVICES	MUSIC SUPPLIES - BILL GREEN	LUTHER BURBANK HIGH SCHOOL	01	1,059.58
P25-03317	AMAZON CAPITAL SERVICES	CALM CORNER KITS FOR 0831	CURRICULUM & PROF DEVELOP	01	1,725.61
P25-03318	AMAZON CAPITAL SERVICES	CALM CORNER KITS FOR 0831	CURRICULUM & PROF DEVELOP	01	1,238.64
P25-03319	AMAZON CAPITAL SERVICES	EHS - LORENA POON	EARLY LEARNING & CARE PROGRAMS	12	1,936.37
P25-03320	GUARDIAN HOME SERVICES	MUSIC ROOM MEDIA	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,102.12
P25-03321	KIYOS FLORAL SHOP	FLOWERS FOR GRADUATION 24-25SY	C. K. McCLATCHY HIGH SCHOOL	01	2,316.38
P25-03322	EXPLORELEARNING	REFLEX MATH	ETHEL PHILLIPS ELEMENTARY	01	3,295.00
P25-03323	BOOKS EN MORE	BOOKS - SW CLINICIANS #1	EARLY LEARNING & CARE PROGRAMS	12	2,564.16
P25-03324	BOOKS EN MORE	BOOKS - SW CLINICIANS, #2	EARLY LEARNING & CARE PROGRAMS	12	3,132.00
P25-03325	SCUSD - US BANK CAL CARD	ALCATRAZ TICKETS FOR CAL MIDDLE	YOUTH DEVELOPMENT	01	6,460.74
P25-03326	SONOVA USA INC	AUDIOLOGY MTRLS - SUPPLIES MULT STUDENTS	SPECIAL EDUCATION DEPARTMENT	01	7,672.33
P25-03327	PACIFIC OFFICE AUTOMATION	RISO 4J00491 PARTS AND LABOR-CONFIRMING	FERN BACON MIDDLE SCHOOL	01	457.94
P25-03328	CITY OF SACRAMENTO COLOMA COMM UNITY CTR	SOCCER FIELD DUES - MARCH 2025	ENGINEERING AND SCIENCES HS	01	50.00
P25-03329	ACADEMIC AFFAIRS, INC.	STOLES FOR GRADUATION	ENGINEERING AND SCIENCES HS	01	4,186.11
P25-03330	ACADEMIC AFFAIRS, INC.	CAP, GOWN, TASSEL UNIT	ENGINEERING AND SCIENCES HS	01	3,142.44
P25-03331	SCUSD - US BANK CAL CARD	CAL CARD FEBRUARY 2025 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	607.12
P25-03332	SCHOLASTICA SCHATZ	MATH BRIDGE REIMBURSEMENT	WASHINGTON ELEMENTARY SCHOOL	01	90.00
P25-03333	ODP BUSINESS SOLUTIONS LLC	VAPA SUPPLIES	MATSUYAMA ELEMENTARY SCHOOL	01	3,494.74
P25-03334	ODP BUSINESS SOLUTIONS LLC	VAPA ART SUPPLIES FOR STUDENT PROJECTS	HOLLYWOOD PARK ELEMENTARY	01	424.92
P25-03335	SCOE FINANCIAL SERVICES	SLY PARK 24-25	LEONARDO da VINCI ELEMENTARY	01	21,714.50

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03336	CDW GOVERNMENT	HP ELITE MINI 800 G 9 DESKTOP	UMOJA INTERNATIONAL ACADEMY	01	1,381.11
P25-03337	OXFORD UNIVERSITY PRESS	IB Curriculum & Digital Access	LIBRARY/TEXTBOOK SERVICES	01	23,238.00
P25-03338	CDW GOVERNMENT	BARCODE SCANNER - WAREHOUSE 24/25 SY	NUTRITION SERVICES DEPARTMENT	01	60,841.10
P25-03339	CDW GOVERNMENT	HP ZBOOKS-E. VALADEZ @JFK HS	CAREER & TECHNICAL PREPARATION	01	76,128.50
P25-03340	CDW GOVERNMENT	HP ZBOOKS-KENNETH DAVIS @ SES	CAREER & TECHNICAL PREPARATION	01	71,778.30
P25-03341	CDW GOVERNMENT	Dell IPDA Pro-Support Renewal 24-25	TECHNOLOGY SERVICES	01	30,050.88
P25-03342	APPLE INC	REPLACING OUTDATED MACBOOKS FOR DEPT.	CURRICULUM & PROF DEVELOP	01	59,133.38
P25-03343	WESTMINSTER WOODS CAMP & CONFE RENCE CENTER	REMAINING BALANCE 24-25 SY OVERNIGHT TRIP	WASHINGTON ELEMENTARY SCHOOL	01	15,867.00
P25-03344	CHANDAN DENSIE WILLIAMS	THE BRIDGE RESIDENCY PROGRAM (C. WILLIAMS) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03345	ALEXANDRIA FIGUEROA	THE BRIDGE RESIDENCY PROGRAM (A. FIGUEROA) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03346	ANN MYRTLE OLSON	THE BRIDGE RESIDENCY PROGRAM (A. OLSON) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03347	ESMERALDA ALDAZ	THE BRIDGE RESIDENCY PROGRAM (E. ALDAZ) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03348	GAVIN MYLES	THE BRIDGE RESIDENCY PROGRAM (G. MYLES) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03349	JACQUELINE LIZBETH GARCIA	THE BRIDGE RESIDENCY PROGRAM (J. GARCIA) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03350	JAZLIN GUADALUPE GARCIA	THE BRIDGE RESIDENCY PROGRAM (JAZLIN GARCIA) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03351	JING CHEN ANDERSON	THE BRIDGE RESIDENCY PROGRAM (J. ANDERSON) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03352	MAYA GONZALEZ	THE BRIDGE RESIDENCY PROGRAM (M. GONZALEZ) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03353	MYDAH CHAUDARY	THE BRIDGE RESIDENCY PROGRAM (M. CHAUDHARY) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03354	PRISCILA ELIAS	THE BRIDGE RESIDENCY PROGRAM (P. ELIS) 2024-25SY	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03355	ALEJANDRO GUIDO	THE BRIDGE RESIDENCY PROGRAM (A. GUIDO) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03356	ANAHI MENDOZ LOPEZ	THE BRIDGE RESIDENCY PROGRAM (A. LOPEZ) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00

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Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03357	BRIANNA ARCHILLA RODRIGUEZ	THE BRIDGE RESIDENCY PROGRAM (B. RODRIGUEZ) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03358	DANIELA JEAN CORDERO	THE BRIDGE RESIDENCY PROGRAM (D. CORDERO) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03359	GABRIELA-LOPEZ MARKEL	THE BRIDGE RESIDENCY PROGRAM (G. MARKEL) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03360	KAYLEE EARLY	THE BRIDGE RESIDENCY PROGRAM (K. EARLY) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03361	KEN SOTO HASHIMOTO	THE BRIDGE RESIDENCY PROGRAM (D. HASHIMOTO) 24-25	HUMAN RESOURCE SERVICES	01	16,000.00
P25-03362	THE HOME DEPOT PRO	AFTERSCHOOL CUSTODIAL-HOME DEPOT 2024-25SY	PONY EXPRESS ELEMENTARY SCHOOL	01	1,073.93
P25-03363	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC NEWS MAGAZINES 2024-25SY	GENEVIEVE DIDION ELEMENTARY	01	1,760.02
P25-03364	SCHOOL SPECIALTY LLC	ARTS AND ENRICHMENT PROP 28 2024-25SY	WASHINGTON ELEMENTARY SCHOOL	01	809.27
P25-03365	THE HOME DEPOT PRO	YOUTH DEVELOPMENT FUNDS 2024-25SY	THE MET	01	789.70
P25-03366	LAKESHORE LEARNING MATERIALS	AMER LEGION, OUTDOOR AREA, INF/TOD, LAKESHORE	EARLY LEARNING & CARE PROGRAMS	12	20,203.27
P25-03367	MARIN COUNTY OFFICE OF EDUCATION	WALKER CREEK RANCH 6TH GRADE FIELD TRIP	CROCKER/RIVERSIDE ELEMENTARY	01	33,653.00
P25-03368	ADMINISTRATIVE SOFTWARE APPLICATIONS INC	ASAP ATTENDANCE SYSTEM - ADULT EDUCATION	ADULT EDUCATION/SKILL CTR.	11	19,939.27
P25-03369	UTJ HOLDCO INC. dba TEACHING STRATEGIES	TK Creative Curriculum	LIBRARY/TEXTBOOK SERVICES	01	112,979.24
P25-03370	JM ENVIRONMENTAL INC	HJ ASBESTOS ABATEMENT	FACILITIES MAINTENANCE	01	6,700.00
P25-03371	JM ENVIRONMENTAL INC	WILL C WOOD ASBESTOS ABATEMENT UTILITY CLOSET	FACILITIES MAINTENANCE	01	5,712.55
P25-03372	AVANTI RESTAURANT SOLUTIONS	KITCHEN EQUIPMENTS-BK EXP GRANT5380	NUTRITION SERVICES DEPARTMENT	13	128,544.53
P25-03373	DFS FLOORING LP	479 B.GREEN MOD - FLOORING MATERIALS	FACILITIES SUPPORT SERVICES	21	7,873.20
P25-03374	LEXIA LEARNING SYSTEMS LLC	2025 SUMMER MATTERS ONLINE LEARNING	YOUTH DEVELOPMENT	01	30,661.87
P25-03376	NATIONAL EDUCATIONAL MUSIC CO	Prop 28 Order	SAM BRANNAN MIDDLE SCHOOL	01	14,217.08
P25-03377	PITSCO EDUCATION	SCIENCE SUPPLIES 2024-25SY	HIRAM W. JOHNSON HIGH SCHOOL	01	33.17
P25-03378	SCHOOL NURSE SUPPLY INC	BAND AIDS FOR STUDENTS 2024-25SY	WILL C. WOOD MIDDLE SCHOOL	01	136.83
P25-03379	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES 2024-25SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	688.21

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03380	FLINN SCIENTIFIC INC 33411	INSTRUCTIONAL MATERIAL-SCIENCE 2024-25SY	SAM BRANNAN MIDDLE SCHOOL	01	289.09
P25-03381	BLICK ART MATERIALS	VISUAL ART DISPLAY BOARDS 2024-25SY	C. K. McCLATCHY HIGH SCHOOL	01	10,688.80
P25-03382	LAKESHORE LEARNING MATERIALS	INSTRUCTIONAL MATERIALS - SDC - MACY	JOHN CABRILLO ELEMENTARY	01	28.74
P25-03383	APPLE INC	APPLE PENCIL FOR IPAD	HIRAM W. JOHNSON HIGH SCHOOL	01	150.08
P25-03384	ODP BUSINESS SOLUTIONS LLC	SCIENCE- STUDENT BINDERS & FOLDERS	HIRAM W. JOHNSON HIGH SCHOOL	01	5,969.44
P25-03385	ODP BUSINESS SOLUTIONS LLC	PRINTER FOR SDC CLASS - MACY	JOHN CABRILLO ELEMENTARY	01	246.36
P25-03386	CDW GOVERNMENT	CHROMEBOOK CARTS/INSTRUCTIONAL	HUBERT H BANCROFT ELEMENTARY	01	4,831.76
P25-03387	CURRICULUM ASSOCIATES LLC	CURRICULUM ASSOCIATES/I-READY	LEATAATA FLOYD ELEMENTARY	01	10,800.00
P25-03388	ELITE STORAGE CONTAINERS LLC	0142-468 H.PARK RENEWAL - STORAGE CONTAINER	FACILITIES SUPPORT SERVICES	21	5,200.00
P25-03389	CDW GOVERNMENT	INSTRUCTIONAL TECH FOR K-6TH	SUY:U ELEMENTARY	01	5,726.37
P25-03390	ODP BUSINESS SOLUTIONS LLC	STUDENT AWARDS	HIRAM W. JOHNSON HIGH SCHOOL	01	144.51
P25-03391	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTAL INSTRUCTIONAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	899.58
P25-03392	ODP BUSINESS SOLUTIONS LLC	SUPPLIES FOR SPECIAL ED - JACKMAN	WILL C. WOOD MIDDLE SCHOOL	01	273.80
P25-03393	ODP BUSINESS SOLUTIONS LLC	SPED SUPPLIES - SEIFERT	LUTHER BURBANK HIGH SCHOOL	01	131.34
P25-03394	THE HONOR PROGRAM LLC THE HONO R CORD CO	GRADUATION CORDS 2024-2025SY	ROSEMONT HIGH SCHOOL	01	884.24
P25-03395	FOLLETT CONTENT SOLUTIONS LLC	Fr. KBK Library/Teacher Resource Bk order	LIBRARY/TEXTBOOK SERVICES	01	8,616.20
P25-03396	ARBOR SCIENTIFIC	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	1,008.90
P25-03397	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	SUPPLEMENTAL CLASSROOM LIBRARY BOOKS	ROSEMONT HIGH SCHOOL	01	490.95
P25-03398	BOOKS EN MORE	VOCAB WORKBOOKS FOR ENGLISH	ENGINEERING AND SCIENCES HS	01	756.23
P25-03399	GUARDIAN HOME SERVICES	Guardian Home	HEALTH PROFESSIONS HIGH SCHOOL	01	8,945.78
P25-03400	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES	MIWOK MIDDLE SCHOOL	01	2,603.05
P25-03401	GUARDIAN HOME SERVICES	HEADPHONES FOR SDC CLASS - VARGAS	JOHN CABRILLO ELEMENTARY	01	264.92
P25-03402	FLINN SCIENTIFIC INC 33411	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	844.62
P25-03403	EPIC SPORTS INC	INSTRUCTIONAL MATERIALS-PE CLASSROOM	SAM BRANNAN MIDDLE SCHOOL	01	2,510.10

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03404	ERIC ARMIN INC dba EAI EDUCATI ON	MATH SUPPLIES FOR CLASSROOMS 2024-25SY	SUY:U ELEMENTARY	01	88.41
P25-03405	ELECTRONIX EXPRESS	SCIENCE SUPPLIES- BATTERIES	HIRAM W. JOHNSON HIGH SCHOOL	01	228.75
P25-03406	SYTECH SOLUTIONS	ONE DOC STOP RECORDS MANAGEMENT SYSTEM	FACILITIES SUPPORT SERVICES	21	7,200.00
P25-03407	KLINE MUSIC INC	VAPA INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	243.57
P25-03408	GEYER INSTRUCTIONAL AIDS CO IN C	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	191.33
P25-03409	BLICK ART MATERIALS	Clinical Art Supplies	JOHN MORSE THERAPEUTIC	01	403.17
P25-03410	BLICK ART MATERIALS	BLICK-CLARK	AMERICAN LEGION HIGH SCHOOL	01	339.35
P25-03411	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	SCIENCE SUPPLEMENTAL MATERIALS {POLLOCK/HILL}	JOHN F. KENNEDY HIGH SCHOOL	01	2,236.88
P25-03412	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	SCIENCE SUPPLIES - ASHAT	MIWOK MIDDLE SCHOOL	01	284.68
P25-03413	CDW GOVERNMENT	CARL PERK_CHROMEBOOKS_MA	CHARLES A. JONES CAREER & ED	11	4,971.06
P25-03414	FISHER SCIENTIFIC CO	INSTRUCTIONAL SUPPLIES {HILL}	JOHN F. KENNEDY HIGH SCHOOL	01	56.19
P25-03415	FLINN SCIENTIFIC INC 33411	FLIN SCIENTIFIC- BREWER	AMERICAN LEGION HIGH SCHOOL	01	1,092.63
P25-03416	FOLLETT CONTENT SOLUTIONS LLC	NOVELS	MIWOK MIDDLE SCHOOL	01	2,728.27
P25-03417	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERS	SAM BRANNAN MIDDLE SCHOOL	01	567.76
P25-03418	JOSTENS INC	STUDENT AWARDS 2024-25 SY	HIRAM W. JOHNSON HIGH SCHOOL	01	1,779.95
P25-03419	LAKESHORE LEARNING MATERIALS	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	76.50
P25-03420	LAKESHORE LEARNING MATERIALS	INST. MATERIALS-PRE-K/SDC-SEH LER-DOWNEY	JOHN CABRILLO ELEMENTARY	01	274.59
P25-03421	LAKESHORE LEARNING MATERIALS	SUPPLEMENTAL ELA SUPPORTS/ACTIVITIES	HUBERT H BANCROFT ELEMENTARY	01	975.49
P25-03422	LAKESHORE LEARNING MATERIALS	Special Ed Room 1	JOHN MORSE THERAPEUTIC	01	268.03
P25-03423	REXEL USA INC PLATT ELECTRIC SUPPLY	SUMMER PRJT EMS SUPPORT TO HVAC @ LDV & CAL	FACILITIES MAINTENANCE	01	26,558.69
P25-03424	J'S COMMUNICATIONS INC	BATTERIES FOR WALKIES	ELDER CREEK ELEMENTARY SCHOOL	01	387.01
P25-03425	SCHOOL SPECIALTY LLC	STUDENT SUPPLIES	HUBERT H BANCROFT ELEMENTARY	01	281.12
P25-03426	SCHOOL SPECIALTY LLC	LRG PAPER ROLLS: SSA/GIRLS EMP/PRESENTATIONS	A. M. WINN - K-8	01	800.81
P25-03427	THE HOME DEPOT PRO	VAPA SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	79.83

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03428	LANTANA INC dba FASTSIGNS OF S ACRAMENTO	FRONT DOOR & WINDOW PANELS	WEST CAMPUS	01	2,798.76
P25-03429	KOMBAT INK	GRADUATION STOLES FOR SACS	YOUTH DEVELOPMENT	01	226.20
P25-03430	PERKINS ELECTRIC INC	420-1 SINGLE POINT ACCESS PH1 - INSTALL SECURITY	FACILITIES SUPPORT SERVICES	21	44,900.00
P25-03431	PERKINS ELECTRIC INC	420-1 SINGLE POINT ACCESS PH 1 - ELECTRONIC ACCESS	FACILITIES SUPPORT SERVICES	21	34,200.00
P25-03432	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES - RSP	C. K. McCLATCHY HIGH SCHOOL	01	1,059.27
P25-03433	AVALON TRANSPORTATION LLC	AP CAPSTONE FIELD TRIP BUS	JOHN F. KENNEDY HIGH SCHOOL	01	2,992.50
P25-03434	PROJECT WAYFINDER	WAYFINDER PROGRAM	WOODBINE ELEMENTARY SCHOOL	01	23,355.75
P25-03435	ULINE	PROP28: THEATRE/ROLLING RACKS FOR BACKSTAGE	A. M. WINN - K-8	01	651.68
P25-03436	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	PD BOOKS	CURRICULUM & PROF DEVELOP	01	1,331.37
P25-03437	ALFRED PUBLISHING, LLC dba ALF RED MUSIC	VAPA FUNDING	CALIFORNIA MIDDLE SCHOOL	01	419.47
P25-03438	ODP BUSINESS SOLUTIONS LLC	POSTAGE STAMPS	WOODBINE ELEMENTARY SCHOOL	01	934.76
P25-03439	ODP BUSINESS SOLUTIONS LLC	SUPPLIES FOR THE SITE	TAHOE ELEMENTARY SCHOOL	01	4,535.85
P25-03440	ODP BUSINESS SOLUTIONS LLC	HEALTH AND PARENT SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	624.63
P25-03441	MICHAEL'S TRANSPORTATION	MICHAEL'S TRANSPORTATION 4-25-25	HEALTH PROFESSIONS HIGH SCHOOL	01	975.00
P25-03442	CALIFORNIA MUSEUM EDUCATION DE PARTMENT	CALIFORNIA MUSEUM (MENTAL HEALTH)	HEALTH PROFESSIONS HIGH SCHOOL	01	305.50
P25-03443	HEATHER BENNETT	REIMBURSEMENT FOR HEATHER BENNETT	TAHOE ELEMENTARY SCHOOL	01	412.80
P25-03444	CDW GOVERNMENT	CLASSROOM PRINTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,041.44
P25-03445	CDW GOVERNMENT	LAPTOPS FOR NEW TEACHERS 2	ELDER CREEK ELEMENTARY SCHOOL	01	3,739.57
P25-03446	CDW GOVERNMENT	GOOGLE VOICE - 2024-25SY PAY PAST DUE INVOICES	SPECIAL EDUCATION DEPARTMENT	01	11,527.29
P25-03447	GOPHER SPORT	PE EQUIPMENT	JAMES W MARSHALL ELEMENTARY	01	299.52
P25-03448	ORIENTAL TRADING CO, ACCT 2520 80	PROMOTION SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	182.17
P25-03449	PASCO SCIENTIFIC INC	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	1,537.73
P25-03450	THE HOME DEPOT PRO	ASP Supplies	PARKWAY ELEMENTARY SCHOOL	01	1,062.29

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03451	THE HOME DEPOT PRO	CABINETS FOR LEADERSHIP CLASS	MIWOK MIDDLE SCHOOL	01	654.57
P25-03452	SCUSD - US BANK CAL CARD	2025 PARMA MEMBERSHIP	RISK MANAGEMENT	67	300.00
P25-03453	KELLY DUNKLEY	WASC VISIT TO CAPITAL CITY FEBRUARY 24-25, 2025	CAPITAL CITY SCHOOL	01	409.43
P25-03454	FOLLETT CONTENT SOLUTIONS LLC	John Cabrillo site Library order	LIBRARY/TEXTBOOK SERVICES	01	1,999.48
P25-03455	SCOE FINANCIAL SERVICES	SLY PARK SCIENCE CAMP REGISTRATION FEE-MAY 2025	CAMELLIA BASIC ELEMENTARY	01	9,554.00
P25-03456	CHARTER AMERICA BUS CO	ROTC FIELD TRIP BUS	JOHN F. KENNEDY HIGH SCHOOL	01	2,754.00
P25-03457	THANDI ENTERPRISES INC	SCOE FINANCIAL SERVICES	6TH GRADE SCIENCE CAMP-BALANCE	01	8,604.10
P25-03458	DEMCO INC	Curriculum & Library Processing Supplies	SEQUOIA ELEMENTARY SCHOOL	01	745.02
P25-03459	CHARTER AMERICA BUS CO	TRANSPORTATION FOR STUDENT IN SPORTS-CHARTER AMER	LIBRARY/TEXTBOOK SERVICES	01	3,812.40
P25-03460	THANDI ENTERPRISES INC	AVALON TRANSPORTATION LLC	EQUITY/ACCESS & EXCELLENCE	01	3,710.70
P25-03461	AMADOR STAGE LINES INC	TRANSPORTATION FOR STUDENT IN SPORTS-AMADOR STAGE	EQUITY/ACCESS & EXCELLENCE	01	12,579.30
P25-03462	CHARTER AMERICA BUS CO	Charter Bus for Student Gov	PARKWAY ELEMENTARY SCHOOL	01	869.40
P25-03463	THANDI ENTERPRISES INC	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES 2024-25	01	1,061.76
P25-03464	KLINE MUSIC INC	UKULELE AND BAGS VAPA 2024-25SY	CALEB GREENWOOD ELEMENTARY	01	876.96
P25-03465	BLICK ART MATERIALS	SUPPLIES FOR THE SITE 2024-25SY	ALICE BIRNEY WALDORF - K-8	01	4,825.77
P25-03466	THE HOME DEPOT PRO	MATERIALS FOR SCHOOL SPORTS 2024-25 SY	TAHOE ELEMENTARY SCHOOL	01	1,047.62
P25-03467	MUSICIANS FRIEND	PROP 28: INSTRUMENTS FOR MUSIC(1ST-8TH) 24-25SY	EQUITY/ACCESS & EXCELLENCE	01	6,321.64
P25-03468	MEISSNER SEWING MACHINE CO INC	PROP 28: SEWING MACHINE FOR 3-D ART 2024-25SY	A. M. WINN - K-8	01	1,808.51
P25-03469	PALCO SPECIALTIES INC	PROP 28: THEATER PROPS/STAGECRAFT 2024-25SY	A. M. WINN - K-8	01	2,902.65
P25-03470	MERCURIUS	PROP28: ART SUPPLIES FOR VISUAL ART 2024-25SY	A. M. WINN - K-8	01	3,239.63
P25-03471	S&S WORLDWIDE INC	ART AND ENRICHMENT PROP 28 2024-25SY	WASHINGTON ELEMENTARY SCHOOL	01	193.63
P25-03472	SCOE FINANCIAL SERVICES	SLY PARK FIELD TRIP	O. W. ERLEWINE ELEMENTARY	01	8,274.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03475	JOSUE GUZMAN	FIELD TRIP REIMBURSEMENT - THE MET HIGH SCHOOL	YOUTH DEVELOPMENT	01	1,318.60
P25-03476	CALIFORNIA DEPT OF TOXIC SUBSTANCES CONTROL	0265-461 OAKRIDGE NEW SCHOOL - DTSC FEES	FACILITIES SUPPORT SERVICES	21	49.14
P25-03477	SACRAMENTO ZOOLOGICAL SOCIETY	2025 SUMMER MATTERS FIELD TRIP	YOUTH DEVELOPMENT	01	9,000.00
P25-03478	ROSEVILLE GOLFLAND LTD	ELOP FIELD TRIP-GOLFLAND ROSEVILLE	BG CHACON ACADEMY	09	1,299.20
P25-03479	ASI PEAK ADVENTURES	2025 SUMMER MATTERS FIELD TRIP	YOUTH DEVELOPMENT	01	41,400.00
P25-03480	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUS FOR COLLEGE VISIT	SAC NEW TECH EARLY COLLEGE HS	09	1,036.80
P25-03481	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER BUS FOR EARLY COLLEGE OUTREACH	SAC NEW TECH EARLY COLLEGE HS	09	785.70
P25-03482	AMADOR STAGE LINES INC	6TH GRADE TRIP BUS TO WESTMINSTER	HOLLYWOOD PARK ELEMENTARY	01	4,206.00
P25-03483	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	Charter Bus for 3rd Grade	PARKWAY ELEMENTARY SCHOOL	01	2,743.20
P25-03484	SCUSD - US BANK CAL CARD	6TH GRADE TRIP TO TAHOE ADVENTURE COMPANY	BOWLING GREEN ELEMENTARY	01	2,500.00
P25-03485	ODP BUSINESS SOLUTIONS LLC	CLASSROOM MATERIALS AND RESOURCES	NEW JOSEPH BONNHEIM	09	220.55
P25-03486	ODP BUSINESS SOLUTIONS LLC	FAX MACHINE	GOLDEN EMPIRE ELEMENTARY	01	244.11
P25-03487	ODP BUSINESS SOLUTIONS LLC	WIOA TITLE I ADULT PROGRA,M_4130_OFFICE DEPOT	CHARLES A. JONES CAREER & ED	11	1,477.24
P25-03488	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT-ART ORDER	CESAR CHAVEZ INTERMEDIATE	01	734.72
P25-03489	ODP BUSINESS SOLUTIONS LLC	SCHOOL SUPPLY PAPER	HOLLYWOOD PARK ELEMENTARY	01	1,443.04
P25-03490	ODP BUSINESS SOLUTIONS LLC	Team sports, PE CORE ,	HOLLYWOOD PARK ELEMENTARY	01	1,434.66
P25-03491	ODP BUSINESS SOLUTIONS LLC	CARL PERK_MA_INTRC. SUPPLIES_24Y-25Y	CHARLES A. JONES CAREER & ED	11	614.39
P25-03492	ODP BUSINESS SOLUTIONS LLC	SUPPLIES FOR RSP/SPED	ALICE BIRNEY WALDORF - K-8	01	497.68
P25-03493	ODP BUSINESS SOLUTIONS LLC	Instr Materials Title I	PARKWAY ELEMENTARY SCHOOL	01	179.76
P25-03494	ODP BUSINESS SOLUTIONS LLC	CARL PERK_VN_INTRC. SUPPLIES_24Y-25Y	CHARLES A. JONES CAREER & ED	11	791.67
P25-03495	APPLE INC	MACBOOKS FOR VAPA TRAVELING TEACHERS	CURRICULUM & PROF DEVELOP	01	18,754.13
P25-03496	APPLE INC	IPADS FOR ART CLASS	CESAR CHAVEZ INTERMEDIATE	01	2,338.94
P25-03497	ULINE	STORAGE FOR CURRICULUM	GOLDEN EMPIRE ELEMENTARY	01	384.98
P25-03498	VIKING SHRED LLC	SHRED OLD PAPERWORK	WOODBINE ELEMENTARY SCHOOL	01	153.32

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03499	BULK BOOKSTORE	TITLE I CLASSROOM LIBRARY BOOKS	ROSEMONT HIGH SCHOOL	01	337.47
P25-03500	LETHAN CORP dba SCI-SUPPLY	SCIENCE SUPPLIES- PHYSICS	HIRAM W. JOHNSON HIGH SCHOOL	01	54.31
P25-03501	DOCUSIGN INC	ADDT'L DOCUSIGN eSIG ENVELOPES SY24-25 SUB.	PURCHASING SERVICES	01	2,995.00
P25-03502	SCOE FINANCIAL SERVICES	Sly Park registration 3/10/25-3/14/25	PHOEBE A HEARST BASIC ELEM.	01	22,616.00
P25-03503	ODP BUSINESS SOLUTIONS LLC	PROP 28	JOHN H. STILL - K-8	01	5,783.15
P25-03504	CENTER FOR THE COLLABORATIVE C LASSROOM	CURRICULUM SUPPORT	JAMES W MARSHALL ELEMENTARY	01	3,152.25
P25-03505	ODP BUSINESS SOLUTIONS LLC	PROP 28 ART	JAMES W MARSHALL ELEMENTARY	01	6,017.62
P25-03506	HABBI HABBI LLC	BOOKS, EHS, HABBI HABBI	EARLY LEARNING & CARE PROGRAMS	12	6,090.00
P25-03507	ASSESSMENT TECHNOLOGIES INST. dba NAT'L HEALTHCARE ASSOC.	MA SKILLS BUILDER - (GSP)	HEALTH PROFESSIONS HIGH SCHOOL	01	2,320.00
P25-03508	4 IMPRINT INC	MATERIALS FOR COMMUNITY EVENTS FOR 704 Y25	COMMUNICATIONS OFFICE	01	13,687.46
P25-03509	SMUD	0269-477 PACIFIC NEW SCHOOL - SMUD FEES	FACILITIES SUPPORT SERVICES	21	31,246.00
P25-03510	REHABMART LLC	OT/PT MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	6,412.57
P25-03511	EWING IRRIGATION PRODUCTS INC	BOOM SPRAYER 55 GAL FOR LABOR SHOP	FACILITIES MAINTENANCE	01	5,499.35
P25-03512	EWING IRRIGATION PRODUCTS INC	SPRING FERTILIZER	FACILITIES MAINTENANCE	01	6,732.18
P25-03513	CURRICULUM ASSOCIATES LLC	iREADY 25-26 SCHOOL YEAR	BG CHACON ACADEMY	09	10,800.00
P25-03514	CURRICULUM ASSOCIATES LLC	iReady for 25/26 SCHOOL YEAR	MARTIN L. KING JR ELEMENTARY	01	10,800.00
P25-03515	CURRICULUM ASSOCIATES LLC	QUICK-WORD HANDBOOK FOR EVERDAY WRITERS	CROCKER/RIVERSIDE ELEMENTARY	01	362.96
P25-03516	ELECTRIFY US LLC	SCIENCE SUPPLEMENTAL SUPPLIES {ALARCON}	JOHN F. KENNEDY HIGH SCHOOL	01	2,609.74
P25-03517	GARCIA SHEETMETAL CORP	JOHN MORSE SUMMER PROJECT	FACILITIES MAINTENANCE	01	1,087.50
P25-03518	JM ENVIRONMENTAL INC	HJ MULTI & ROOFTOP ASBESTOS ABATEMENT	FACILITIES MAINTENANCE	01	7,230.27
P25-03519	JM ENVIRONMENTAL INC	WILL C WOOD ASBESTOS ABATEMENT ROOF CORING	FACILITIES MAINTENANCE	01	2,912.20
P25-03520	BOOKS EN MORE	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	648.78
P25-03521	BOOKS EN MORE	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	767.99
P25-03522	THE WONDER OF SCIENCE LLC	SCIENCE SUPPLEMENTAL MATERIALS {RILEY}	JOHN F. KENNEDY HIGH SCHOOL	01	1,180.55

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03523	REHADAPT NORTH AMERICA LLC	OT/PT MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	1,702.78
P25-03524	REHADAPT NORTH AMERICA LLC	OT/PT MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	1,711.48
P25-03525	SCUSD - US BANK CAL CARD	REGISTRATION FEE FOR ROBOTICS TEAM @ SES	CAREER & TECHNICAL PREPARATION	01	5,750.00
P25-03526	ODP BUSINESS SOLUTIONS LLC	PROP 28 VAPA FUNDS	DAVID LUBIN ELEMENTARY SCHOOL	01	9,468.72
P25-03527	ODP BUSINESS SOLUTIONS LLC	PROP 28 VAPA FUNDS	DAVID LUBIN ELEMENTARY SCHOOL	01	5,051.29
P25-03528	SCHOOL HEALTH CORP	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	156.58
P25-03529	SCHOOL HEALTH CORP	NURSE ROOM SUPPLIES	UMOJA INTERNATIONAL ACADEMY	01	31.95
P25-03530	SCHOOL SPECIALTY LLC	CLASSROOM MATH TEACHING SUPPLIES	HUBERT H BANCROFT ELEMENTARY	01	192.49
P25-03531	THE HOME DEPOT PRO	SCIENCE DEPT. BALANCE/SCALES 2024-25SY	WEST CAMPUS	01	1,389.63
P25-03532	SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO	MUSIC STANDS 2024-25SY	WEST CAMPUS	01	451.56
P25-03533	SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO	VAPA FUNDS -MUSIC EQUIPMENT 2024-25SY	CALIFORNIA MIDDLE SCHOOL	01	532.81
P25-03534	EPIC SPORTS INC	PLAYGROUND RECESS EQUIPMENT 2024-25SY	NEW JOSEPH BONNHEIM	09	416.71
P25-03535	BLICK ART MATERIALS	ART SUPPLIES 2024-25SY	JAMES W MARSHALL ELEMENTARY	01	599.56
P25-03536	BSN SPORTS LLC	BSN SPORTS: AFTERSCHOOL PROGRAM 2024-25SY	BOWLING GREEN ELEMENTARY	09	1,028.09
P25-03537	THE HOME DEPOT PRO	EXT. LEARNING CUSTODIAL SUPPLIES 24-25SY	MATSUYAMA ELEMENTARY SCHOOL	01	89.41
P25-03538	THE HOME DEPOT PRO	HD SUPPLY SPOM JANITORIAL SUPPLIES 2024-25SY	SUCCESS ACADEMY	01	1,541.71
P25-03539	COMPLETE BUSINESS SYSTEMS INTL INC	UIA POSTER PRINTER SUPPLIES 2024-25SY	UMOJA INTERNATIONAL ACADEMY	01	2,506.09
P25-03540	BLICK ART MATERIALS	BLICK- ART ORDER 2024-25SY	CESAR CHAVEZ INTERMEDIATE	01	1,504.36
P25-03541	BLICK ART MATERIALS	BLICK ORDER 2024-25SY	LEONARDO da VINCI ELEMENTARY	01	5,767.51
P25-03542	THERAPY SHOPPE	THERAPY SHOPPE-SENSORY 2024-25SY	PONY EXPRESS ELEMENTARY SCHOOL	01	565.41
P25-03543	SUPER DUPER INC	SPEECH MATERIAL 2024-25SY	SPECIAL EDUCATION DEPARTMENT	01	293.29
P25-03544	MEET THE MASTERS, INC.	MEET THE MASTERS ART SUPPLY	BOWLING GREEN ELEMENTARY	09	3,424.73

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03546	ODP BUSINESS SOLUTIONS LLC	PROP 28 / ART SUPPLIES	H.W. HARKNESS ELEMENTARY	01	4,987.18
P25-03547	APPLE INC	APPLE MACBOOKS	WEST CAMPUS	01	4,229.33
P25-03548	CDW GOVERNMENT	PROJECTOR LAMP REPLACEMENT	ENGINEERING AND SCIENCES HS	01	70.61
P25-03549	CDW GOVERNMENT	TOWER STAND AND MOUNTING KIT	ENGINEERING AND SCIENCES HS	01	96.82
P25-03550	CDW GOVERNMENT	PRINTERS REPLACE TO BROKEN ONES IN OFFICE	BG CHACON ACADEMY	09	2,768.56
P25-03551	GOPHER SPORT	PE YOGA MAT PACK	WEST CAMPUS	01	2,807.46
P25-03552	GOPHER SPORT	SPORTS EQUIPMENT	ALICE BIRNEY WALDORF - K-8	01	371.38
P25-03553	ODP BUSINESS SOLUTIONS LLC	ATTENDANCE CHECK IN LABEL MAKER	GEO WASHINGTON CARVER	09	287.31
P25-03554	ODP BUSINESS SOLUTIONS LLC	OUT OF SCHOOL YOUTH _TONERS	CHARLES A. JONES CAREER & ED	11	331.69
P25-03555	ODP BUSINESS SOLUTIONS LLC	TITLE I PARENT ADVISOR SUPPLIES	ROSEMONT HIGH SCHOOL	01	814.72
P25-03556	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	Instructional Materials through Title I	PARKWAY ELEMENTARY SCHOOL	01	818.90
P25-03557	BIG PICTURE CO INC BIG PICTURE LEARNING	IMBLAZE CONTRACT - 2025	THE MET	09	2,200.00
P25-03558	BENCHMARK EDUCATION CO LLC	BENCHMARK EDUCATION RENEWAL SUBSCRIPTION-2 YR	NEW JOSEPH BONNHEIM	09	7,980.00
P25-03559	BLICK ART MATERIALS	Art Supplies	WEST CAMPUS	01	3,688.57
P25-03560	BLICK ART MATERIALS	UIA- BLICK - CHALK	UMOJA INTERNATIONAL ACADEMY	01	124.50
P25-03561	BOOST PROMOTIONS	ATTENDANCE DOG TAGS	MARTIN L. KING JR ELEMENTARY	01	424.13
P25-03562	EL DORADO TRADING GROUP INC db a THE BACH COMPANY	TI-NSPIRE CX YELLOW CALCULATORS	WEST CAMPUS	01	1,496.42
P25-03563	DECKER INC	WATERHOG LOGO MATS	MIWOK MIDDLE SCHOOL	01	2,932.81
P25-03564	COLIN D FULTON dba COTTON SHOP PE	STUDENT SPIRIT WEAR-CONFIRMING ORDER	CAMELLIA BASIC ELEMENTARY	01	4,948.43
P25-03565	FLINN SCIENTIFIC INC 33411	SCIENCE COURSES MATERIALS	GEO WASHINGTON CARVER	09	3,356.71
P25-03566	GRAINGER INC	Aluminum Trash Bin per Fire Mar.	THE MET	09	86.68
P25-03567	GOPHER SPORT	PE EQUIPMENT	ETHEL I. BAKER ELEMENTARY	01	1,968.43
P25-03568	GEYER INSTRUCTIONAL AIDS CO IN C	Geyer Instructional Products Title I	PARKWAY ELEMENTARY SCHOOL	01	1,050.75
P25-03569	EXPLORELEARNING/LEARNING A-Z	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	375.00
P25-03570	J'S COMMUNICATIONS INC	MOTOROLA RADIOS & REPLACEMENT PARTS	WEST CAMPUS	01	2,609.82

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03571	JUST BELIEVE SPORTS	SPORTS UNIFORMS FOR STUDENTS	FERN BACON MIDDLE SCHOOL	01	2,101.13
P25-03572	VERNIER SOFTWARE & TECHNOLOGY	SCIENCE SUPPLIMENTAL MATERIALS {HORGAN}	JOHN F. KENNEDY HIGH SCHOOL	01	1,192.50
P25-03573	SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO	BAND INSTRUCTIONAL SUPPLIES	JOHN F. KENNEDY HIGH SCHOOL	01	2,235.13
P25-03574	WARDS NATURAL SCIENCE ESTABLIS HMENT INC	SCIENCE SUPPLEMENTAL MATERIALS {POLLOCK}	JOHN F. KENNEDY HIGH SCHOOL	01	458.94
P25-03575	KAPLAN EARLY LEARNING CO	EHS CLASSROOM SUPPLIES, KAPLAN	EARLY LEARNING & CARE PROGRAMS	12	362.22
P25-03576	KLINE MUSIC INC	MUSIC AND BAND SUPPLIES	GEO WASHINGTON CARVER	09	406.99
P25-03577	CDW GOVERNMENT	CLASSROOM LAPTOPS	WEST CAMPUS	01	12,465.22
P25-03578	KOMBAT SOCCER INC	INSTRUCTIONAL MATERIALS-PE CLASSROOM	SAM BRANNAN MIDDLE SCHOOL	01	761.25
P25-03579	LITERACY RESOURCE LLC dbaHEGGE RTY PHONEMIC	Heggerty Order Title I	PARKWAY ELEMENTARY SCHOOL	01	529.48
P25-03580	THE HOME DEPOT PRO	PE CARTS/BUCKETS	WEST CAMPUS	01	421.73
P25-03581	THE HOME DEPOT PRO	EXT. LEARNING CUSTODIAL SUPPLIES 2024-25 SY	GEO WASHINGTON CARVER	01	987.27
P25-03582	THE HOME DEPOT PRO	AFTER SCHOOL PROGRAM -TOILET PAPER FOR SITES	BUILDINGS & GROUNDS/OPERATIONS	01	1,633.86
P25-03583	REALLY GOOD STUFF	ReallyGoodStuff Title I	PARKWAY ELEMENTARY SCHOOL	01	1,258.77
P25-03584	REALLY GOOD STUFF	Really Good Stuff SEL	PARKWAY ELEMENTARY SCHOOL	01	1,338.34
P25-03585	SCHOOL NURSE SUPPLY INC	NURSES OFFICE SUPPLIES	MARTIN L. KING JR ELEMENTARY	01	264.94
P25-03586	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT - SUZIE VANG & MANNY INFANTE	EARLY LEARNING & CARE PROGRAMS	12	325.34
P25-03587	LAKESHORE LEARNING MATERIALS	AMER LEGION RM 123, LAKESHORE	EARLY LEARNING & CARE PROGRAMS	12	856.29
P25-03588	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	692.11
P25-03589	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	517.58
P25-03590	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	552.15
P25-03591	PLANETBIDS, LLC	ePROCUREMENT LICENSE - 3 USERS SY24-25	PURCHASING SERVICES	01	6,849.50
P25-03592	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	409.87
P25-03593	SIX FLAGS DISCOVERY KINGDOM	ELOP FIELD TRIP TO SIX FLAGS DISCOVERY KINGDOM	BG CHACON ACADEMY	09	9,282.16
P25-03594	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	338.63
P25-03595	MICHAEL'S TRANSPORTATION	BUS FOR SOLAR REGATTA	ENGINEERING AND SCIENCES HS	01	2,250.00
P25-03596	AEROSPACE MUSEUM OF CALIFORNIA	2025 SUMMER MATTERS FIELD TRIP -AEROSPACE	YOUTH DEVELOPMENT	01	22,800.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P25-03597	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	709.68
P25-03598	FORTE PIANO RESTORATION	MUSIC PIANO DOLLIE AND LOCK {HEETLAND}	JOHN F. KENNEDY HIGH SCHOOL	01	1,413.75
P25-03599	ALL AWARDS	STUDENT SPIRIT WEAR JANUARY 2024- CONFIRMING ORDER	CAMELLIA BASIC ELEMENTARY	01	191.11
P25-03600	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	615.80
P25-03601	CHRISTOPHER MERICA	CONFIRMING-REIMB:MERICA-GAS FOR VENTURA ROBO TRIP	ENGINEERING AND SCIENCES HS	01	1,654.17
P25-03602	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	613.72
P25-03603	AMAZON CAPITAL SERVICES	CONNECT CENTER/LGBTQ+ SUPPLIES 24-25 SY	STUDENT SUPPORT&HEALTH SRVCS	01	454.92
P25-03604	KEDI LEATHER USA INC	SNEAKERS FOR HOMELESS DEPT	STUDENT SUPPORT&HEALTH SRVCS	01	815.10
P25-03605	FOLLETT CONTENT SOLUTIONS LLC	John Sloat Library Books	LIBRARY/TEXTBOOK SERVICES	01	1,098.43
P25-03606	UNIVERSAL LIMOUSINE CO	UNIVERSAL BUS SPORTS 24/25	JOHN F. KENNEDY HIGH SCHOOL	01	6,550.00
P25-03607	PACIFIC OFFICE AUTOMATION	DUPLICATING	SEQUOIA ELEMENTARY SCHOOL	01	164.86
P25-03608	PACIFIC OFFICE AUTOMATION	COPIER MAINT FOR 2024-2025	ALICE BIRNEY WALDORF - K-8	01	462.19
P25-03609	SCOE FINANCIAL SERVICES	SLY PARK DEPOSIT	JAMES W MARSHALL ELEMENTARY	01	1,600.00
P25-03610	VOL-TEN CORP DELTA CHARTER SER VICE	PACIFIC DELTA CHARTER SERVICE	PACIFIC ELEMENTARY SCHOOL	01	3,530.00
P25-03611	GBC GENERAL BINDING CORP	LAMINATOR	SEQUOIA ELEMENTARY SCHOOL	01	2,125.16
P25-03612	IXL LEARNING INC	ROSETTA STONE FOR EL LEARNERS	SEQUOIA ELEMENTARY SCHOOL	01	5,495.00
P25-03709	CONVERGEONE INC	412 - DISTRICT WIDE VOIP-CISCO PHONE SYSTEM	FACILITIES SUPPORT SERVICES	21	1,012,009.01
P25-04058	JONES-CAMPBELL CO INC	0142-468 HPARK CAMPUS-FURNITURE	FACILITIES SUPPORT SERVICES	21	507,791.04
TB25-00021	MCGRAW HILL COMPANIES	Kinder Social Studies TE Big Books	LIBRARY/TEXTBOOK SERVICES	01	7,275.59
TB25-00022	TEXTBOOK WAREHOUSE LLC	2025-2026 Waldorf Curriculum	LIBRARY/TEXTBOOK SERVICES	01	3,722.97
TB25-00023	JAMIE YORK PRESS INC	2025-2026 Waldorf 6th Math Workbks	LIBRARY/TEXTBOOK SERVICES	01	682.30
TB25-00024	DISCOVERY EDUCATION INC	Additional 7 & 8 grade History Textbooks per quote	LIBRARY/TEXTBOOK SERVICES	01	10,875.00
TB25-00025	TEXTBOOK WAREHOUSE LLC	2025-2026 MS & HS Curriculum	LIBRARY/TEXTBOOK SERVICES	01	47,748.25
TB25-00026	J WESTON WALCH PUBLISHER	Walch HS Integrated Math WkBk Sets	LIBRARY/TEXTBOOK SERVICES	01	85,105.42

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
Total Number of POs			796	Total	16,850,474.21

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	668	12,812,939.30
09	Charter School	38	297,900.54
11	Adult Education	11	52,726.30
12	Child Development	45	96,546.96
13	Cafeteria	10	250,613.09
21	Building Fund	23	3,339,448.02
67	Self Insurance	1	300.00
Total			16,850,474.21

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B24-00927	26,591.13	21-6250	Building Fund/Other Costs (Planning)	15,596.67
B25-00032	45,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	5,000.00-
B25-00033	22,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	8,000.00-
B25-00034	1,000.00	13-5800	Cafeteria/Other Contractual Expenses	4,000.00-
B25-00035	17,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	8,000.00-
B25-00037	10,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	5,000.00-
B25-00038	1,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	4,000.00-
B25-00041	7,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	8,000.00-
B25-00045	1,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	3,000.00-
B25-00051	3,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	2,000.00-
B25-00055	5,500.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	2,000.00-
B25-00065	17,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	8,000.00-
B25-00066	1,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	4,000.00-
B25-00067	50,000.00	13-4710	Cafeteria/Food	15,000.00-
B25-00071	67,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	2,000.00
B25-00073	.00	13-4710	Cafeteria/Food	2,000.00-
B25-00082	20,200.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	15,000.00
B25-00109	11,408.09	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00-
B25-00118	1,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	2,000.00-
B25-00125	2,000.00	13-4320	Cafeteria/Non-Instructional Materials/Su	3,000.00-
B25-00128	160.00	13-4710	Cafeteria/Food	1,840.00-
B25-00137	6,000.00	01-5800	General Fund/Other Contractual Expenses	2,000.00-
B25-00178	15,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	5,000.00
B25-00192	28,000.00	01-4310	General Fund/Instructional Materials/Suppli	20,000.00
B25-00197	2,000.00	13-5800	Cafeteria/Other Contractual Expenses	4,000.00-
B25-00200	49,934.40	13-4710	Cafeteria/Food	5,065.60-
B25-00243	.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	1,000.00-
B25-00244	3,534.85	13-4710	Cafeteria/Food	1,465.15-
B25-00247	7,920.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	1,920.00
B25-00250	1,600.00	01-5911	General Fund/Postage	600.00
B25-00253	195,000.00	13-4710	Cafeteria/Food	45,000.00
B25-00256	160,000.00	13-4710	Cafeteria/Food	40,000.00
B25-00262	248,523.44	13-4710	Cafeteria/Food	1,476.56-
B25-00280	2,701.28	01-4320	General Fund/Non-Instructional Materials/Su	6,298.72-
B25-00281	4,171.50	01-4320	General Fund/Non-Instructional Materials/Su	828.50-
B25-00282	12,828.50	01-4320	General Fund/Non-Instructional Materials/Su	2,828.50
B25-00283	37,357.56	01-4320	General Fund/Non-Instructional Materials/Su	6,357.56
B25-00291	1,851.18	01-4320	General Fund/Non-Instructional Materials/Su	3,148.82-
B25-00292	2,061.28	01-4320	General Fund/Non-Instructional Materials/Su	3,938.72-

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Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B25-00309	16,370.00	01-4320	General Fund/Non-Instructional Materials/Su	3,370.00
B25-00310	3,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00-
B25-00312	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,400.00-
B25-00313	4,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B25-00314	830.00	01-4320	General Fund/Non-Instructional Materials/Su	670.00-
B25-00316	11,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B25-00333	39,213.00	01-4320	General Fund/Non-Instructional Materials/Su	2,026.00
B25-00337	18,521.00	01-4320	General Fund/Non-Instructional Materials/Su	1,521.00
B25-00338	1,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00-
B25-00356	2,200.00	01-4320	General Fund/Non-Instructional Materials/Su	800.00-
B25-00357	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00-
B25-00359	12,140.00	01-4320	General Fund/Non-Instructional Materials/Su	2,200.00
B25-00361	1,300.00	01-4320	General Fund/Non-Instructional Materials/Su	700.00-
B25-00364	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B25-00390	12,163.75	01-5800	General Fund/Other Contractual Expenses	106.75
B25-00392	10,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B25-00393	.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00-
B25-00411	3,552.87	01-4320	General Fund/Non-Instructional Materials/Su	2,447.13-
B25-00418	48,447.13	01-4320	General Fund/Non-Instructional Materials/Su	3,447.13
B25-00423	979.00	01-4320	General Fund/Non-Instructional Materials/Su	1,521.00-
B25-00436	.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00-
B25-00437	.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00-
B25-00438	2,994.97	01-4320	General Fund/Non-Instructional Materials/Su	5.03-
B25-00439	4,565.46	01-4320	General Fund/Non-Instructional Materials/Su	2,565.46
B25-00440	1,939.57	01-5610	General Fund/Equipment Rental	60.43-
B25-00465	20,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
B25-00469	7,000.00	13-4710	Cafeteria/Food	15,000.00-
B25-00477	47,000.00	01-4320	General Fund/Non-Instructional Materials/Su	22,000.00
B25-00479	38,447.54	01-4320	General Fund/Non-Instructional Materials/Su	9,447.54
B25-00506	45,000.00	01-5832	General Fund/Transportation-Field Trips	15,000.00
B25-00514	21,500.00	01-5832	General Fund/Transportation-Field Trips	2,500.00
B25-00519	31,788.80	13-4710	Cafeteria/Food	15,000.20-
B25-00526	36,342.57	13-4710	Cafeteria/Food	3,657.43-
B25-00528	6,040,355.56	67-5800	Self Insurance/Other Contractual Expenses	40,355.56
B25-00529	3,349,785.00	01-5450	General Fund/All Other Insurance	849,785.00
B25-00534	10,887.00	01-5832	General Fund/Transportation-Field Trips	5,295.00
B25-00546	79,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	10,000.00-
B25-00547	50,000.00	13-4710	Cafeteria/Food	5,000.00-
B25-00551	60,000.00	13-4710	Cafeteria/Food	20,000.00-

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ERP for California

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Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B25-00552	59,600.00	13-5810	Cafeteria/Tickets/Fees/Regis.for Parents	1,600.00
B25-00554	26,750.00	13-4710	Cafeteria/Food	8,025.00-
B25-00555	69,000.00	13-4710	Cafeteria/Food	24,000.00
B25-00556	37,650.00	13-4710	Cafeteria/Food	15,000.00
B25-00562	.00	13-4710	Cafeteria/Food	50,000.00-
B25-00582	15,862.00	01-5832	General Fund/Transportation-Field Trips	785.70
B25-00588	326,000.00	13-4710	Cafeteria/Food	30,000.00-
B25-00589	85,000.00	13-4710	Cafeteria/Food	5,000.00-
B25-00591	160,000.00	13-4710	Cafeteria/Food	40,000.00-
B25-00597	530,000.00	13-4710	Cafeteria/Food	70,000.00-
B25-00599	640,000.00	13-4710	Cafeteria/Food	40,000.00-
B25-00600	73,172.96	13-4710	Cafeteria/Food	46,827.04-
B25-00603	192,520.94	13-4710	Cafeteria/Food	60,479.06-
B25-00606	34,445.55	13-4710	Cafeteria/Food	15,554.45-
B25-00608	76,000.00	13-4710	Cafeteria/Food	40,000.00-
B25-00609	80,000.00	13-4710	Cafeteria/Food	20,000.00-
B25-00621	51,272.42	01-5450	General Fund/All Other Insurance	1,272.42
B25-00632	56,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.00
B25-00640	65,000.00	13-4710	Cafeteria/Food	40,000.00-
B25-00650	150,000.00	13-4710	Cafeteria/Food	20,000.00-
B25-00652	84,030.00	01-4320	General Fund/Non-Instructional Materials/Su	14,030.00
B25-00661	58,406.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	305.00
B25-00669	31,974.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	2,026.00-
B25-00671	10,000.00	21-6250	Building Fund/Other Costs (Planning)	5,000.00
B25-00695	454,000.00	13-4710	Cafeteria/Food	84,000.00
B25-00705	300.00	01-4310	General Fund/Instructional Materials/Suppli	200.00
B25-00707	300.00	01-4310	General Fund/Instructional Materials/Suppli	200.00
B25-00708	300.00	01-4310	General Fund/Instructional Materials/Suppli	192.49
B25-00712	995,000.00	01-5930	General Fund/Telephones/Cell Phones	95,000.00
B25-00741	17,131.00	01-4310	General Fund/Instructional Materials/Suppli	631.00
B25-00742	16,500.00	01-4310	General Fund/Instructional Materials/Suppli	2,500.00
B25-00780	581.18	01-4320	General Fund/Non-Instructional Materials/Su	2,418.82-
B25-00786	1,150.11	01-5831	General Fund/Transportation-Parent Contract	249.89-
B25-00795	14,100.00	01-5831	General Fund/Transportation-Parent Contract	1,100.00
B25-00800	3,000.00	01-5800	General Fund/Other Contractual Expenses	4,000.00-
B25-00820	5,600.00	01-4310	General Fund/Instructional Materials/Suppli	700.00
B25-00830	7,234.00	01-5832	General Fund/Transportation-Field Trips	2,234.00
B25-00837	35,000.00	13-4710	Cafeteria/Food	50,000.00-
B25-00844	3,230.00	01-4310	General Fund/Instructional Materials/Suppli	1,230.00

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Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B25-00868	35,000.00	01-5832	General Fund/Transportation-Field Trips	5,000.00
B25-00872	37,760.55	01-5832	General Fund/Transportation-Field Trips	7,760.55
B25-00894	12,000.00	01-5831	General Fund/Transportation-Parent Contract	1,000.00
B25-00898	1,340.00	01-4310	General Fund/Instructional Materials/Suppli	440.00
B25-00900	28,175.10	01-5832	General Fund/Transportation-Field Trips	175.10
B25-00917	2,500.00	13-5800	Cafeteria/Other Contractual Expenses	2,500.00-
B25-00942	7,258.71	13-4710	Cafeteria/Food	741.29-
B25-00943	25,110.00	13-4710	Cafeteria/Food	19,890.00-
B25-00960	105,901.68	21-6200	Building Fund/Buildings (Improvements)	102,401.68
B25-00992	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B25-01010	3,700.00	01-5832	General Fund/Transportation-Field Trips	3,892.00-
B25-01024	660.00	01-4310	General Fund/Instructional Materials/Suppli	540.00-
B25-01040	14,150.00	01-5811	General Fund/Bus Tokens/Passes/Parking - St	7,800.00-
B25-01051	2,500.00	01-5832	General Fund/Transportation-Field Trips	1,000.00
CHB25-00016	15,500.00	01-4310	General Fund/Instructional Materials/Suppli	2,500.00
CHB25-00020	9,398.75	01-4310	General Fund/Instructional Materials/Suppli	398.75
CHB25-00032	21,052.23	01-4310	General Fund/Instructional Materials/Suppli	11,452.23
CHB25-00034	5,500.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB25-00040	13,400.00	12-4310	Child Development/Instructional Materials/Suppli	5,000.00
CHB25-00074	29,000.00	01-4320	General Fund/Non-Instructional Materials/Su	8,000.00
CHB25-00086	15,400.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB25-00097	14,545.00	01-4320	General Fund/Non-Instructional Materials/Su	3,045.00
CHB25-00145	12,312.00	01-4310	General Fund/Instructional Materials/Suppli	760.00
CHB25-00150	37,000.00	01-4310	General Fund/Instructional Materials/Suppli	12,000.00
CHB25-00152	1,826.37	01-4310	General Fund/Instructional Materials/Suppli	326.37
CHB25-00155	22,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB25-00157	19,600.00	09-4310	Charter School/Instructional Materials/Suppli	3,600.00
CHB25-00170	12,700.00	12-4320	Child Development/Non-Instructional Materials/Su	5,000.00
CHB25-00171	3,500.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB25-00180	1,028.77	01-4320	General Fund/Non-Instructional Materials/Su	28.77
CHB25-00202	1,200.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB25-00212	15,939.20	01-4310	General Fund/Instructional Materials/Suppli	636.00
CHB25-00220	582.26	01-4310	General Fund/Instructional Materials/Suppli	325.00-
CHB25-00269	2,575.00	09-4320	Charter School/Non-Instructional Materials/Su	400.00
CHB25-00315	2,500.00	11-4320	Adult Education/Non-Instructional Materials/Su	1,000.00
CHB25-00324	1,100.00	01-4310	General Fund/Instructional Materials/Suppli	550.00
CHB25-00326	995.32	01-4310	General Fund/Instructional Materials/Suppli	745.32
CHB25-00328	2,800.00	01-4320	General Fund/Non-Instructional Materials/Su	1,500.00
CHB25-00346	2,071.23	01-4310	General Fund/Instructional Materials/Suppli	28.77-

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Includes Purchase Orders dated 03/15/2025 - 04/14/2025 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
CHB25-00347	10,170.00	01-4310	General Fund/Instructional Materials/Suppli	4,000.00
CHB25-00351	1,779.25	01-4310	General Fund/Instructional Materials/Suppli	279.25
CHB25-00352	4,500.00	11-4320	Adult Education/Non-Instructional Materials/Su	1,500.00
CHB25-00361	4,547.80	01-4310	General Fund/Instructional Materials/Suppli	1,547.80
CS23-00427	77,137.14	21-6250	Building Fund/Other Costs (Planning)	7,337.61
CS24-00158	562,526.00	21-6250	Building Fund/Other Costs (Planning)	284,715.00
CS25-00010	35,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.00
CS25-00105	33,000.00	13-5800	Cafeteria/Other Contractual Expenses	8,000.00
CS25-00112	103,600.00	01-5100	General Fund/Subagreements for Services abo	14,000.00
CS25-00132	1,662,008.00	01-5100	General Fund/Subagreements for Services abo	64,480.00
CS25-00144	296,060.02	01-5100	General Fund/Subagreements for Services abo	144,148.69
CS25-00145	150,800.00	09-5100	Charter School/Subagreements for Services abo	14,000.00
		09-5800	Charter School/Other Contractual Expenses	50,000.00
		Total PO CS25-00145		64,000.00
CS25-00178	189,000.00	01-5800	General Fund/Other Contractual Expenses	75,000.00
CS25-00215	18,024.41	01-5800	General Fund/Other Contractual Expenses	2,089.41
CS25-00278	4,122.00	01-5800	General Fund/Other Contractual Expenses	1,374.00
CS25-00282	139,000.00	01-5800	General Fund/Other Contractual Expenses	19,000.00
CS25-00317	10,200.00	21-6200	Building Fund/Buildings (Improvements)	5,600.00
CS25-00327	3,000.00	01-5800	General Fund/Other Contractual Expenses	1,500.00
P24-04152	10,361,394.00	21-6200	Building Fund/Buildings (Improvements)	380,424.00
P24-04204	7,932.65	21-5610	Building Fund/Equipment Rental	653.12
P25-00224	2,025.00	01-5800	General Fund/Other Contractual Expenses	35,475.00-
P25-00468	64,156.85	01-4410	General Fund/Equipment \$500 - \$4,999	569.77
P25-00990	15,152.20	01-5810	General Fund/Tickets/Fees/Regis.for Parents	2,084.70
P25-02042	3,732,670.00	21-6200	Building Fund/Buildings (Improvements)	3,681,707.00
P25-02078	185,121.34	01-6490	General Fund/Equipment over \$5,000	1,298.03
P25-02346	142,300.00	21-6200	Building Fund/Buildings (Improvements)	127,300.00
P25-02347	26,911.00	21-6200	Building Fund/Buildings (Improvements)	11,911.00
P25-02493	7,305.82	01-5800	General Fund/Other Contractual Expenses	1,400.50
P25-02602	3,944,708.00	01-6200	General Fund/Buildings (Improvements)	3,567,511.00
P25-02728	29,640.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	2,500.00-
P25-02745	1,985.20	01-5832	General Fund/Transportation-Field Trips	79.29
P25-02878	2,573,835.00	21-6200	Building Fund/Buildings (Improvements)	135,465.00-
P25-02892	1,420.00	01-5800	General Fund/Other Contractual Expenses	370.00
P25-03474	11,723,940.00	21-6200	Building Fund/Buildings (Improvements)	11,509,329.00
			Total PO Changes	20,595,271.11

Information is further limited to: (Minimum Amount = (99,999,999.00))

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ERP for California

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1g

Meeting Date: May 15, 2025

Subject: Approve 2024-2025 Legal Contracts Increase Request

- ☐ 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: Approve attached legal contract increase requests for Fagen Friedman and Fulfroost LLP (F3) and Lozano Smith law firms to provide legal services for the 2024-2025 fiscal year.

Background/Rationale: On June 20, 2024, the Board approved contracts of firms to provide advice and counsel to the Board of Education and staff on various matters to ensure compliance and diligence on all matters related to the provision of educational services.

Financial Considerations: Please refer to the attached matrix establishing annual 'not to exceed amounts' by department. These amounts are the maximum authority provided through board approval and cannot be exceeded without an increase approved by the board. The total authority provided for 2024-25 school year legal services is \$3,700,000.00, with an increase of \$2,800,000.00 for FY 2024-25.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- SCUSD Legal Contracts Increase Request Matrix

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

2024-25 SCUSD Legal Contracts					
Cabinet	Board Approved	Category	DWK	F3 Law	Lozano Smith
Superintendent	6/20/24	2024-25 Annual Not to Exceed Amount	--	\$75,000	\$25,000
	11/21/24	Superintendent Operations - Increase	--	--	\$50,000
Board of Education	6/20/24	2024-25 Annual Not to Exceed Amount	--	\$150,000	\$150,000
Deputy Superintendent	6/20/24	2024-25 Annual Not to Exceed Amount	--	\$350,000	\$75,000
	6/20/24	Charter Schools 2024-25 Annual Not to Exceed Amount	--	\$100,000	--
	11/21/24	Deputy Operations - Increase	--	\$150,000	\$400,000
	Pending approval	Deputy Operations - Increase	--	\$250,000	--
Chief Academic Officer	6/20/24	2024-25 Annual Not to Exceed Amount	--	\$325,000	--
		Special Education 2024-25 Annual Not to Exceed Amount	--	\$525,000	\$350,000
	11/21/24	Special Education - Increase	--	--	\$200,000
	Pending approval	Special Education - Increase	--	--	\$1,000,000
Chief Business and Operations Officer	6/20/24	Business 2024-25 Annual Not to Exceed Amount	\$40,000	\$150,000	--
		Operations 2024-25 Annual Not to Exceed Amount	\$100,000	\$100,000	\$50,000
	11/21/24	Business - Increase	--	--	\$50,000
Chief Communication Officer	6/20/24	2024-25 Annual Not to Exceed Amount	--	\$25,000	--
Chief Human Resources Officer	6/20/24	Human Resources 2024-25 Annual Not to Exceed Amount	--	\$900,000	\$100,000
		Labor Relations 2024-25 Annual Not to Exceed Amount	--	\$80,000	\$20,000
	11/21/24	Human Resources - Increase	--	--	\$100,000
	Pending approval	Human Resources - Increase	--	\$300,000	--
	Pending approval	Labor Relations - Increase	--	\$150,000	\$150,000
Chief Technology Officer	6/20/24	2024-25 Annual Not to Exceed Amount	--	\$10,000	--
		Totals	\$140,000	\$3,640,000	\$2,720,000
				Total Initial Approval	\$3,700,000
				Total Increases	\$2,800,000
				Total All	\$6,500,000



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1h

Meeting Date: May 15, 2025

Subject: Approve Personnel Transactions

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached:

1. Certificated Personnel Transactions Dated May 15, 2025
2. Classified Personnel Transactions Dated May 15, 2025

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer and Lead Negotiator

Approved by: Lisa Allen, Superintendent

[illegible]

Attachment 2: CLASSIFIED 5/15/2025

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
CORDERO	TOMAS	J	Noon Duty	CALEB GREENWOOD ELEMENTARY	4/23/2025	6/30/2025	EMPLOY 4/23/25
MARTIN	QYIARA	B	Inst Aid, Spec Ed	GOLDEN EMPIRE ELEMENTARY	4/21/2025	6/30/2025	EMPLOY PROB 4/21/25
MUKHLIS	IHSANULLAH	B	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	4/28/2025	6/30/2025	EMPLOY PROB 4/28/25
NAJAFI	MOHAMMAD AMIN	B	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	4/3/2025	6/30/2025	EMPLOY PROB 4/3/25
VANG	FAITH	B	Accounting Analyst	ACCOUNTING SERVICES DEPARTMENT	4/24/2025	6/30/2025	EMPLOY PROB 4/24/25
LEAVE							
BARNES-MCDONALD	LA RAYVIAN	A	IEP Desig Inst Para-Sp Ed	ALICE BIRNEY WALDORF - K-8	4/7/2025	5/20/2025	LOA (PD) 4/7-5/20/25
BOYER	SARAH	B	Inst Aid, Spec Ed	CALEB GREENWOOD ELEMENTARY	3/10/2025	4/28/2025	LOA EXT (PD) 3/10-4/28/25
BOYER	SARAH	B	Inst Aid, Spec Ed	CALEB GREENWOOD ELEMENTARY	4/29/2025	6/30/2025	LOA RTN 4/29/25
BROUGHTON	CHAROLETTE	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	4/21/2025	6/30/2025	LOA RTN 4/21/25
FLORES	JORGE	B	Custodian	H.W. HARKNESS ELEMENTARY	4/23/2025	6/30/2025	ADMIN LOA (PD) 4/23/25
FLORES	PERLITA	B	Noon Duty	BG CHACON ACADEMY	5/5/2025	6/30/2025	LOA (PD) 5/5-9/1/25
GIFFORD	ASHLEY	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	4/18/2025	6/12/2025	LOA (PD) 4/18/25-6/12/25
GONZALEZ	YADIRA	A	School Community Liaison	HIRAM W. JOHNSON HIGH SCHOOL	5/19/2025	6/30/2025	LOA RTN 5/19/25
JONES-PUGH	JOSEPHINE	B	Specialist II Mental Hlth Spec	STUDENT SUPPORT&HEALTH SRVCS	4/29/2025	6/30/2025	LOA RTN 4/29/25
MERCHANT	NEVAEH	B	Noon Duty	DAVID LUBIN ELEMENTARY SCHOOL	1/3/2025	3/1/2025	LOA (UNPD) 1/3-3/1/25
MERCHANT	NEVAEH	B	Noon Duty	DAVID LUBIN ELEMENTARY SCHOOL	3/2/2025	5/12/2025	LOA EXT (UNPD) 3/2-5/12/25
PALMIERI	SIMONE	A	Instructional Aide	MARTIN L. KING JR ELEMENTARY	3/31/2025	5/31/2025	LOA EXT (PD) 3/31-5/31/25
REYES SALAZAR	IXSA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/5/2025	5/13/2025	LOA (PD) CFRA 3/5-5/13/25
SPINELLA	TARA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/23/2025	6/30/2025	ADMIN LOA (PD) 4/23/25
STRUHS	MARY	A	Coord I Learning Support Srvs	STUDENT SUPPORT&HEALTH SRVCS	4/26/2025	6/30/2025	LOA RTN 4/26/25
VALENZUELA	KIRSTEN	A	Registered Behavior Technician	SPECIAL EDUCATION DEPARTMENT	5/16/2025	6/30/2025	LOA (PD) 5/16/25-7/25/25
VERA	ALICIA	B	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	5/5/2025	6/30/2025	LOA RTN (PD) FMLA/CFRA 5/5/25
RE-ASSIGN/STATUS CHANGE							
CAPSHAW	MORGAN	B	Manager III, Proj Mgr, FDC	FACILITIES SUPPORT SERVICES	3/27/2025	6/30/2025	REA/STCHG 3/27/25
POTTER	JENNIFER	A	Inst Aid, Spec Ed	PACIFIC ELEMENTARY SCHOOL	3/31/2025	6/30/2025	STCHG 3/31/25
SAECHIN	MEUY	B	Employee Compensation Analyst	EMPLOYEE COMPENSATION	4/1/2025	6/30/2025	REA/STCHG 4/1/25
SEPARATE / RESIGN / RETIRE							
BATISTE	KEVIN	A	School Plant Ops Mngr I	PARKWAY ELEMENTARY SCHOOL	1/31/2025	4/17/2025	SEP/39MO RR 4/17/25
BAUTISTA	VILLEVALDO	A	Custodian	NICHOLAS ELEMENTARY SCHOOL	7/1/2024	4/29/2025	SEP/RETIRE 4/29/25
CARRILLO	ROCIO	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	11/1/2024	4/21/2025	SEP/TERM 4/21/25
CASTRO PROPHET	BARBARA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/1/2025	6/12/2025	SEP/RETIRE 6/12/25
GLUCKMAN	ELIZABETH	A	Inst Aid, Spec Ed	GEO WASHINGTON CARVER	4/1/2025	4/9/2025	SEP/39MO RR 4/9/25
GREGORIO	CHRISTINA	B	Walking Attendant	ALICE BIRNEY WALDORF - K-8	1/13/2025	4/25/2025	SEP/RESIGN 4/25/25
LEWIS	BROOKLYN	B	Inst Aid, Spec Ed	FERN BACON MIDDLE SCHOOL	3/17/2025	5/2/2025	SEP/RESIGN 5/2/25
MANNING	DAWNA	A	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2024	6/12/2025	SEP/RETIRE 6/12/25
RODGERS	SHANTAE	A	Campus Monitor	LUTHER BURBANK HIGH SCHOOL	1/1/2025	4/11/2025	SEP/TERM 4/11/25
TORRES	FRANCISCO	B	Campus Monitor	C. K. McCLATCHY HIGH SCHOOL	8/19/2024	4/24/2025	SEP/RESIGN 4/24/25
YAKIMCHUK	TAMARA	A	Inst Aid, Spec Ed	ETHEL PHILLIPS ELEMENTARY	3/4/2025	3/21/2025	SEP/RETIRE 3/21/25
TRANSFER							
FULBRIGHT	ASKARI	B	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	5/5/2025	6/30/2025	ADMIN TR 5/5/25

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1i

Meeting Date: May 15, 2025

Subject: Approval of Art and Music in Schools Funding (AMS) Budget (Proposition 28)

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

Division: Academic Office – Curriculum and Instruction – Visual and Performing Arts (VAPA)

Recommendation: Recommended to accept budget to be posted on SCUSD website in fulfillment of the AMS Reporting requirements

Background/Rationale: The reporting requirements for AMS funding require that the Board approve a budget each year for each school site. This funding is for the current (24-25) school year and approval will allow sites to utilize this funding for the current school year and the next two school years. ('25-'26 & '26-'27). Starting this year, schools are required to spend 80% of this funding on new staffing. This proposal includes the budgets for SCUSD Dependent Charter schools.

Financial Considerations: Approval of this budget will increase the VAPA budget for schools by approximately \$6.1 million.

LCAP Goal(s): Expanded VAPA classes for all SCUSD students at every school site.

Documents Attached:

1. 24-25 SCUSD AMS Board Budget Proposal
2. 24-25 AMS (Prop 28) Board Master Budget Sheets

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Erin Findley, Daniel Roller, Charles DeAngelus

Approved by: Lisa Allen, Superintendent

SCUSD Art and Music in Schools (AMS - Prop 28) 24-25 Budget Proposal

Presented by C.J. DeAngelus; Coordinator III - Visual and Performing Arts

On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The measure required the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2023–24. The full text of the statute is available here: [Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code](#). All funds must be used to supplement funding for arts education programs. Schools may pool their AMS funds for inter-school programs and shared resources, but funds cannot be reallocated to different school sites.

Rationale

The Visual and Performing Arts Department submits this proposed budget for the use of State AMS (Prop 28) Funds for immediate use for the 2024-25 school year.

The VAPA Department is proposing that the district distribute the 24-25 allocation to school sites using the amounts that the CA Department of Education has determined that each school has received based on Title I and ADA. We also propose that 80% of the total allocation be used for certificated and classified staffing, 1% be used for indirect district administrative costs, 2% be used to support teachers through the VAPA Library and the remaining 17% be used as discretionary funding for schools to use in the following categories: **Community Partnerships, Equipment/Materials, Transportation/Field Trips, Professional Development, Educational Technology purchases/subscription, and Facilities Upgrades/Repairs**. We also suggest that each site save 2.5% for next year, to account for any unanticipated costs or if the funding amount decreases.

Each school site has 3 years to expend these funds on VAPA programs.

If approved, these documents will be uploaded to the SCUSD website, as per the CDE reporting mandate for school districts.

This proposal includes the allocations for the dependent charter schools: Bowling Green, George Washington Carver School of Arts and Sciences, New Joseph Bonnheim, New Technology High, and The Met. Each of these schools are responsible independently for reporting their expenditures to CDE, but this approved budget will appear on the SCUSD website for them to link to when reporting.

The proposed categorical totals are as follows:

Total Amount for all SCUSD schools: \$6,183,365

Total for Staffing: \$4,946,692

Total for VAPA Library: \$123,667.30

Total Indirect District Admin Costs \$61,833.65

All Other Expenditures \$1,051,172.05

On the following pages, you will find the proposed budgets for each site broken down by site and category:

- Page 1-2 - Overall site budget proposals for every school and dependent charter in SCUSD
- Page 3-4 - Budget proposal for just the K-8 schools
- Page 5 - Budget proposal for just the non-charter 9-12 schools
- Page 6 - Budget proposal for SCUSD dependent charter schools
- Page 7-9 - A comparison of the 23-24 and 24-25 AMS budgets for all SCUSD schools including dependent charters.

24-25 AMS (Proposition 28) Individual Site Budget Proposal

School	TOTAL apportionment	Staffing? (80% minimum)	VAPA Library (2%)	District Indirect Admin Costs? (1%)	Community Partnerships (10%)	Consumable Equipment/Mat erials (1%)	Transportation /Field Trips (1.5%)	Professional Development (1 .5%)	Technology Purchases/Sub scriptions (1.5%)	Facilities Repairs/Upgra des	Savings Rollover (2.5%)	Non-Staffing Totals
A. M. Winn Waldorf-Inspired	\$59,888.00	\$47,910.40	\$1,197.76	\$598.88	\$5,988.80	\$598.88	\$898.32	\$299.44	\$898.32	\$0.00	\$1,497.20	\$10,180.96
Abraham Lincoln Elementary	\$87,711.00	\$70,168.80	\$1,754.22	\$877.11	\$8,771.10	\$877.11	\$1,315.67	\$438.56	\$1,315.67	\$0.00	\$2,192.78	\$14,910.87
Albert Einstein Middle	\$98,876.00	\$79,100.80	\$1,977.52	\$988.76	\$9,887.60	\$988.76	\$1,483.14	\$494.38	\$1,483.14	\$0.00	\$2,471.90	\$16,808.92
Alice Birney Waldorf-Inspired	\$63,537.00	\$50,829.60	\$1,270.74	\$635.37	\$6,353.70	\$635.37	\$953.06	\$317.89	\$953.06	\$0.00	\$1,588.43	\$10,801.29
American Legion High (Continuation)	\$27,228.00	\$21,782.40	\$544.56	\$272.28	\$2,722.80	\$272.28	\$408.42	\$136.14	\$408.42	\$0.00	\$680.70	\$4,628.76
Arthur A. Benjamin Health Professions High	\$28,594.00	\$22,875.20	\$571.88	\$285.94	\$2,859.40	\$285.94	\$428.91	\$142.97	\$428.91	\$0.00	\$714.85	\$4,860.98
Bowling Green Elementary	\$122,257.00	\$97,805.60	\$2,445.14	\$1,222.57	\$12,225.70	\$1,222.57	\$1,833.86	\$611.29	\$1,833.86	\$0.00	\$3,056.43	\$20,763.69
Bret Harle Elementary	\$35,218.00	\$28,174.40	\$704.36	\$352.18	\$3,521.80	\$352.18	\$528.27	\$176.09	\$528.27	\$0.00	\$880.45	\$5,987.06
C. K. McClatchy High	\$371,600.00	\$297,280.00	\$7,432.00	\$3,716.00	\$37,160.00	\$3,716.00	\$5,574.00	\$1,858.00	\$5,574.00	\$0.00	\$9,290.00	\$63,172.00
Caleb Greenwood Elementary	\$62,223.00	\$49,778.40	\$1,244.46	\$622.23	\$6,222.30	\$622.23	\$933.35	\$311.12	\$933.35	\$0.00	\$1,555.58	\$20,195.66
California Middle	\$118,798.00	\$95,038.40	\$2,375.96	\$1,187.98	\$11,879.80	\$1,187.98	\$1,781.97	\$593.99	\$1,781.97	\$0.00	\$2,969.95	\$20,195.66
Camellia Elementary	\$59,091.00	\$47,272.80	\$1,181.82	\$590.91	\$5,909.10	\$590.91	\$886.37	\$295.46	\$886.37	\$0.00	\$1,477.28	\$10,045.47
Capital City Independent Study	\$60,121.00	\$48,096.80	\$1,202.42	\$601.21	\$6,012.10	\$601.21	\$901.82	\$300.61	\$901.82	\$0.00	\$1,503.03	\$10,220.57
Caroline Wenzel Elementary	\$33,476.00	\$26,780.80	\$669.52	\$334.76	\$3,347.60	\$334.76	\$502.14	\$167.38	\$502.14	\$0.00	\$836.90	\$5,690.92
Cesar Chavez Intermediate	\$66,972.00	\$53,577.60	\$1,339.44	\$669.72	\$6,697.20	\$669.72	\$1,004.58	\$334.86	\$1,004.58	\$0.00	\$1,674.30	\$11,385.24
Crocker/Riverside Elementary	\$76,663.00	\$61,330.40	\$1,533.26	\$766.63	\$7,666.30	\$766.63	\$1,149.95	\$383.32	\$1,149.95	\$0.00	\$1,916.58	\$13,032.71
David Lubin Elementary	\$66,224.00	\$52,979.20	\$1,324.48	\$662.24	\$6,622.40	\$662.24	\$993.36	\$331.12	\$993.36	\$0.00	\$1,655.60	\$11,258.08
Earl Warren Elementary	\$72,928.00	\$58,342.40	\$1,458.56	\$729.28	\$7,292.80	\$729.28	\$1,093.92	\$364.64	\$1,093.92	\$0.00	\$1,823.20	\$12,397.76
Edward Kemble Elementary	\$81,793.00	\$65,434.40	\$1,635.86	\$817.93	\$8,179.30	\$817.93	\$1,226.90	\$408.97	\$1,226.90	\$0.00	\$2,044.83	\$13,904.81
Elder Creek Elementary	\$128,933.00	\$103,146.40	\$2,578.66	\$1,289.33	\$12,893.30	\$1,289.33	\$1,934.00	\$644.67	\$1,934.00	\$0.00	\$3,223.33	\$21,918.61
Ethel I. Baker Elementary	\$107,600.00	\$86,080.00	\$2,152.00	\$1,076.00	\$10,760.00	\$1,076.00	\$1,614.00	\$538.00	\$1,614.00	\$0.00	\$2,690.00	\$18,292.00
Ethel Phillips Elementary	\$77,492.00	\$61,993.60	\$1,549.84	\$774.92	\$7,749.20	\$774.92	\$1,162.38	\$387.46	\$1,162.38	\$0.00	\$1,937.30	\$13,173.64
Father Keith B. Kenny	\$41,701.00	\$33,360.80	\$834.02	\$417.01	\$4,170.10	\$417.01	\$625.52	\$208.51	\$625.52	\$0.00	\$1,042.53	\$7,089.17
Fern Bacon Middle	\$113,208.00	\$90,566.40	\$2,264.16	\$1,132.08	\$11,320.80	\$1,132.08	\$1,698.12	\$566.04	\$1,698.12	\$0.00	\$2,830.20	\$19,245.36
Genevieve Didion	\$81,354.00	\$65,083.20	\$1,627.08	\$813.54	\$8,135.40	\$813.54	\$1,220.31	\$406.77	\$1,220.31	\$0.00	\$2,033.85	\$13,830.18
George Washington Carver School of Arts and Science	\$25,557.00	\$20,445.60	\$511.14	\$255.57	\$2,555.70	\$255.57	\$383.36	\$127.79	\$383.36	\$0.00	\$638.93	\$4,344.69
Golden Empire Elementary	\$71,138.00	\$56,510.40	\$1,422.76	\$711.38	\$7,113.80	\$711.38	\$1,067.07	\$355.69	\$1,067.07	\$0.00	\$1,778.45	\$12,093.46
H. W. Harkness Elementary	\$47,889.00	\$38,311.20	\$957.78	\$478.89	\$4,788.90	\$478.89	\$718.34	\$239.45	\$718.34	\$0.00	\$1,197.23	\$8,141.13
Hiram W. Johnson High	\$267,716.00	\$214,172.80	\$5,354.32	\$2,677.16	\$26,771.60	\$2,677.16	\$4,015.74	\$1,338.58	\$4,015.74	\$0.00	\$6,692.90	\$45,511.72
Hollywood Park Elementary	\$43,492.00	\$34,793.60	\$889.84	\$434.92	\$4,349.20	\$434.92	\$652.38	\$217.46	\$652.38	\$0.00	\$1,087.30	\$7,393.64
Hubert H. Bancroft Elementary	\$60,590.00	\$48,472.00	\$1,211.80	\$605.90	\$6,059.00	\$605.90	\$908.85	\$302.95	\$908.85	\$0.00	\$1,514.75	\$10,300.30
Isador Cohen Elementary	\$56,029.00	\$44,823.20	\$1,120.58	\$560.29	\$5,602.90	\$560.29	\$840.44	\$280.15	\$840.44	\$0.00	\$1,400.73	\$9,524.93
James Marshall Elementary	\$58,120.00	\$46,496.00	\$1,162.40	\$581.20	\$5,812.00	\$581.20	\$871.80	\$290.60	\$871.80	\$0.00	\$1,453.00	\$9,880.40
John Bidwell Elementary	\$47,224.00	\$37,779.20	\$944.48	\$472.24	\$4,722.40	\$472.24	\$708.36	\$236.12	\$708.36	\$0.00	\$1,180.60	\$8,028.08
John Cabrillo Elementary	\$36,157.00	\$49,263.20	\$1,231.58	\$3615.79	\$6,157.90	\$615.79	\$923.69	\$307.90	\$923.69	\$0.00	\$1,539.48	\$10,468.43
John D. Sloat Elementary	\$61,579.00	\$40,980.00	\$774.50	\$397.25	\$3,872.50	\$387.25	\$580.88	\$193.63	\$580.88	\$0.00	\$968.13	\$6,583.25
John F. Kennedy High	\$38,725.00	\$232,663.20	\$5,816.58	\$2,308.29	\$23,082.90	\$2,308.29	\$4,362.44	\$1,454.15	\$4,362.44	\$0.00	\$7,270.73	\$49,440.93
John H. Still	\$290,829.00	\$99,081.60	\$2,477.04	\$1,238.52	\$12,385.20	\$1,238.52	\$1,857.78	\$619.26	\$1,857.78	\$0.00	\$3,096.30	\$21,054.84
John Morse Therapeutic Center	\$123,852.00	\$2,020.00	\$50.50	\$25.25	\$252.50	\$25.25	\$37.88	\$12.63	\$37.88	\$0.00	\$63.13	\$425.25
Leataa Floyd Elementary	\$38,021.00	\$31,216.80	\$780.42	\$390.21	\$3,902.10	\$390.21	\$565.32	\$195.11	\$565.32	\$0.00	\$975.53	\$6,633.57
Leonardo Da Vinci	\$107,960.00	\$86,368.00	\$2,159.20	\$1,079.60	\$10,796.00	\$1,079.60	\$1,619.40	\$539.80	\$1,619.40	\$0.00	\$2,699.00	\$18,353.20
Luther Burbank High	\$260,826.00	\$208,660.80	\$5,216.52	\$2,608.26	\$26,082.60	\$2,608.26	\$3,912.39	\$1,304.13	\$3,912.39	\$0.00	\$6,520.65	\$44,340.42

24-25 AMS (Proposition 28) Individual Site Budget Proposal

School	TOTAL apportionment	Staffing? (80% minimum)	VAPA Library (2%)	District Indirect Admin Costs? (1%)	Community Partnerships (10%)	Consumable Equipment/Mat erials (1%)	Transportation /Field Trips (1.5%)	Professional Development (. 5%)	Technology Purchases/Sub scriptions (1.5%)	Facilities Repairs/Upgra des	Savings Rollover (2.5%)	Non-Staffing Totals
Mark Twain Elementary	\$42,468.00	\$33,975.20	\$849.38	\$424.69	\$4,246.90	\$424.69	\$637.04	\$212.35	\$637.04	\$0.00	\$1,061.73	\$7,219.73
Martin Luther King, Jr.	\$52,217.00	\$41,773.60	\$1,044.34	\$522.17	\$5,221.70	\$522.17	\$783.26	\$261.09	\$783.26	\$0.00	\$1,305.43	\$8,876.89
Matsuyama Elementary	\$62,363.00	\$49,890.40	\$1,247.26	\$623.63	\$6,236.30	\$623.63	\$935.45	\$311.82	\$935.45	\$0.00	\$1,559.08	\$10,601.71
Miwok Middle	\$162,953.00	\$130,362.40	\$3,259.06	\$1,629.53	\$16,295.30	\$1,629.53	\$2,444.30	\$814.77	\$2,444.30	\$0.00	\$4,073.83	\$27,702.01
New Joseph Bonifant Community Charter	\$42,483.00	\$34,226.40	\$855.66	\$427.83	\$4,226.38	\$427.83	\$641.75	\$213.92	\$641.75	\$0.00	\$1,069.58	\$7,273.11
New Technology High	\$24,592.00	\$19,753.60	\$493.84	\$245.92	\$2,459.20	\$245.92	\$370.38	\$123.46	\$370.38	\$0.00	\$617.30	\$4,197.64
Nicholas Elementary	\$82,239.00	\$65,791.20	\$1,644.78	\$822.39	\$8,223.90	\$822.39	\$1,233.59	\$411.20	\$1,233.59	\$0.00	\$2,055.98	\$13,980.63
O. W. Erlwine Elementary	\$44,625.00	\$35,700.00	\$892.50	\$446.25	\$4,462.50	\$446.25	\$669.38	\$223.13	\$669.38	\$0.00	\$1,115.63	\$7,586.25
Oak Ridge Elementary	\$77,266.00	\$61,812.80	\$1,545.32	\$772.66	\$7,726.60	\$772.66	\$1,158.99	\$386.33	\$1,158.99	\$0.00	\$1,931.65	\$13,135.22
Pacific Elementary	\$112,672.00	\$90,137.60	\$2,253.44	\$1,126.72	\$11,267.20	\$1,126.72	\$1,690.08	\$563.36	\$1,690.08	\$0.00	\$2,816.80	\$19,154.24
Parkway Elementary	\$78,126.00	\$62,500.80	\$1,562.52	\$781.26	\$7,812.60	\$781.26	\$1,171.89	\$390.63	\$1,171.89	\$0.00	\$1,953.15	\$13,281.42
Phoebe A. Hearst Elementary	\$79,503.00	\$63,602.40	\$1,590.06	\$795.03	\$7,950.30	\$795.03	\$1,192.55	\$397.52	\$1,192.55	\$0.00	\$1,987.58	\$13,515.51
Pony Express Elementary	\$58,301.00	\$46,640.80	\$1,166.02	\$583.01	\$5,830.10	\$583.01	\$874.52	\$291.51	\$874.52	\$0.00	\$1,457.53	\$9,911.17
Rosa Parks Elementary	\$127,212.00	\$101,769.60	\$2,544.24	\$1,272.12	\$12,721.20	\$1,272.12	\$1,908.18	\$636.06	\$1,908.18	\$0.00	\$3,180.30	\$21,628.04
Rosemont High	\$234,721.00	\$187,776.80	\$4,894.42	\$2,347.21	\$23,472.10	\$2,347.21	\$3,520.82	\$1,173.61	\$3,520.82	\$0.00	\$5,868.03	\$39,902.57
Sam Brannan Middle	\$63,329.00	\$50,663.20	\$1,266.58	\$633.29	\$6,332.90	\$633.29	\$949.94	\$316.65	\$949.94	\$0.00	\$1,583.23	\$10,765.93
School of Engineering & Sciences	\$81,254.00	\$65,003.20	\$1,625.08	\$812.54	\$8,125.40	\$812.54	\$1,218.81	\$406.27	\$1,218.81	\$0.00	\$2,031.35	\$13,813.18
Sequoia Elementary	\$69,746.00	\$55,796.80	\$1,394.92	\$697.46	\$6,974.60	\$697.46	\$1,046.19	\$348.73	\$1,046.19	\$0.00	\$1,743.65	\$11,856.82
Success Academy	\$1,267.00	\$1,013.60	\$25.34	\$12.67	\$126.70	\$12.67	\$19.01	\$6.34	\$19.01	\$0.00	\$31.68	\$215.39
Susan B. Anthony Elementary	\$51,670.00	\$41,336.00	\$1,033.40	\$516.70	\$5,167.00	\$516.70	\$775.05	\$258.35	\$775.05	\$0.00	\$1,291.75	\$8,783.90
Sutterville Elementary	\$54,399.00	\$43,519.20	\$1,087.98	\$543.99	\$5,439.90	\$543.99	\$815.99	\$272.00	\$815.99	\$0.00	\$1,359.98	\$9,247.83
Suy'u Elementary	\$65,640.00	\$52,512.00	\$1,312.80	\$656.40	\$6,564.00	\$656.40	\$984.60	\$328.20	\$984.60	\$0.00	\$1,641.00	\$11,158.80
Tahoe Elementary	\$46,941.00	\$37,472.80	\$936.82	\$468.41	\$4,694.10	\$468.41	\$702.62	\$234.21	\$702.62	\$0.00	\$1,171.03	\$7,962.97
The MET	\$32,905.00	\$25,504.80	\$640.12	\$320.06	\$3,200.60	\$320.06	\$489.09	\$160.03	\$489.09	\$0.00	\$800.15	\$5,441.02
Theodore Judah Elementary	\$59,453.00	\$47,562.40	\$1,189.06	\$594.53	\$5,945.30	\$594.53	\$891.80	\$297.27	\$891.80	\$0.00	\$1,486.33	\$10,107.01
Umoja International Academy	\$77,864.00	\$62,291.20	\$1,557.28	\$778.64	\$7,786.40	\$778.64	\$1,167.96	\$389.32	\$1,167.96	\$0.00	\$1,946.60	\$13,236.88
Washington Elementary	\$49,709.00	\$39,767.20	\$994.18	\$497.09	\$4,970.90	\$497.09	\$745.64	\$248.55	\$745.64	\$0.00	\$1,242.73	\$8,450.53
West Campus	\$123,127.00	\$98,501.60	\$2,462.54	\$1,231.27	\$12,312.70	\$1,231.27	\$1,846.91	\$615.64	\$1,846.91	\$0.00	\$3,078.18	\$20,931.59
Will C. Wood Middle	\$116,054.00	\$92,843.20	\$2,321.08	\$1,160.54	\$11,605.40	\$1,160.54	\$1,740.81	\$580.27	\$1,740.81	\$0.00	\$2,901.35	\$19,729.18
William Land Elementary	\$48,805.00	\$39,044.00	\$976.10	\$488.05	\$4,880.50	\$488.05	\$732.08	\$244.03	\$732.08	\$0.00	\$1,220.13	\$8,296.85
Woodbine Elementary	\$47,911.00	\$38,328.80	\$958.22	\$479.11	\$4,791.10	\$479.11	\$718.67	\$239.56	\$718.67	\$0.00	\$1,197.78	\$8,144.87
District Office	\$165,590.00	\$132,472.00	\$3,311.80	\$1,655.90	\$16,559.00	\$1,655.90	\$2,483.85	\$827.95	\$2,483.85	\$0.00	\$4,139.75	\$28,150.30
District Total (Inc Dsp Charters)	\$6,183,365.00	\$4,946,692.00	\$123,667.30	\$61,833.65	\$618,336.50	\$61,833.65	\$92,750.48	\$30,916.83	\$92,750.48	\$0.00	\$154,584.13	\$6,183,365.00
District Total w/o Charters	\$5,936,070		\$118,721.40	\$59,360.70	\$593,607.00	\$59,360.70	\$89,041.05	\$29,680.35	\$89,041.05		\$309,168.25	\$1,051,172.05
Charter Totals	\$247,295.00		\$4,945.90	\$2,472.95								\$42,040.15

Non-Staffing
Charter Non-
Staffing

K-8 Schools 24-25 Proposition 28 Individual Site Budget Proposal

School	TOTAL apportionment	Staffing? (80% minimum)	VAPA Library (2%)	District Indirect Admin Costs? (1%)	Community Partnerships (10%)	Consumable Equipment/Mat erials (1%)	Transportation /Field Trips (1.5%)	Professional Development (. 5%)	Technology Purchases/Sub scriptions (1.5%)	Facilities Repairs/Upgra des	Savings Rollover (2.5%)	Non-Staffing Totals
A. M. Winn Waldorf-Inspired	\$59,888.00	\$47,910.40	\$1,197.76	\$598.88	\$5,988.80	\$598.88	\$898.32	\$299.44	\$698.32	\$0.00	\$1,497.20	\$10,180.96
Abraham Lincoln Elementary	\$87,711.00	\$70,166.80	\$1,754.22	\$877.11	\$6,771.10	\$877.11	\$1,315.67	\$438.56	\$1,315.67	\$0.00	\$2,192.78	\$14,910.87
Albert Einstein Middle	\$98,876.00	\$79,100.80	\$1,977.52	\$988.76	\$9,887.60	\$988.76	\$1,483.14	\$494.38	\$1,483.14	\$0.00	\$2,471.90	\$16,808.92
Alice Birney Waldorf-Inspired	\$63,537.00	\$50,829.60	\$1,270.74	\$635.37	\$6,353.70	\$635.37	\$953.06	\$317.69	\$953.06	\$0.00	\$1,588.43	\$10,801.29
Bret Harte Elementary	\$35,218.00	\$28,174.40	\$704.36	\$352.18	\$3,521.80	\$352.18	\$528.27	\$176.09	\$528.27	\$0.00	\$880.45	\$5,987.06
Caleb Greenwood Elementary	\$62,223.00	\$49,778.40	\$1,244.46	\$622.23	\$6,222.30	\$622.23	\$933.35	\$311.12	\$933.35	\$0.00	\$1,555.58	\$10,577.91
California Middle	\$118,798.00	\$95,038.40	\$2,375.96	\$1,187.98	\$11,879.80	\$1,187.98	\$1,781.97	\$593.99	\$1,781.97	\$0.00	\$2,969.95	\$20,195.66
Camellia Elementary	\$59,091.00	\$47,272.80	\$1,181.82	\$590.91	\$5,909.10	\$590.91	\$886.37	\$295.46	\$886.37	\$0.00	\$1,477.28	\$10,045.47
Capital City Independent Study	\$60,121.00	\$48,096.80	\$1,202.42	\$601.21	\$6,012.10	\$601.21	\$901.82	\$300.61	\$901.82	\$0.00	\$1,503.03	\$10,220.57
Caroline Wenzel Elementary	\$33,476.00	\$26,780.80	\$669.52	\$334.76	\$3,347.60	\$334.76	\$502.14	\$167.38	\$502.14	\$0.00	\$836.90	\$5,690.92
Cesar Chavez Intermediate	\$66,972.00	\$53,577.60	\$1,339.44	\$669.72	\$6,697.20	\$669.72	\$1,004.58	\$334.86	\$1,004.58	\$0.00	\$1,674.30	\$11,385.24
Crocker/Riverside Elementary	\$76,663.00	\$61,330.40	\$1,533.26	\$766.63	\$7,666.30	\$766.63	\$1,149.95	\$383.32	\$1,149.95	\$0.00	\$1,916.58	\$13,032.71
David Lubin Elementary	\$66,224.00	\$52,979.20	\$1,324.48	\$662.24	\$6,622.40	\$662.24	\$993.36	\$331.12	\$993.36	\$0.00	\$1,655.60	\$11,256.06
Earl Warren Elementary	\$72,928.00	\$58,342.40	\$1,458.56	\$729.28	\$7,292.80	\$729.28	\$1,093.92	\$364.64	\$1,093.92	\$0.00	\$1,823.20	\$12,397.76
Edward Kemble Elementary	\$81,793.00	\$65,434.40	\$1,635.86	\$817.93	\$8,179.30	\$817.93	\$1,226.90	\$408.97	\$1,226.90	\$0.00	\$2,044.83	\$13,904.81
Elder Creek Elementary	\$128,933.00	\$103,146.40	\$2,578.66	\$1,289.33	\$12,893.30	\$1,289.33	\$1,934.00	\$644.67	\$1,934.00	\$0.00	\$3,223.33	\$21,918.61
Ethel I. Baker Elementary	\$107,600.00	\$86,080.00	\$2,152.00	\$1,076.00	\$10,760.00	\$1,076.00	\$1,614.00	\$538.00	\$1,614.00	\$0.00	\$2,690.00	\$18,292.00
Ethel Phillips Elementary	\$77,492.00	\$61,993.60	\$1,549.84	\$774.92	\$7,749.20	\$774.92	\$1,162.38	\$387.46	\$1,162.38	\$0.00	\$1,937.30	\$13,173.64
Father Keith B. Kenny	\$41,701.00	\$33,360.80	\$834.02	\$417.01	\$4,170.10	\$417.01	\$625.52	\$208.51	\$625.52	\$0.00	\$1,042.53	\$7,089.17
Fern Bacon Middle	\$113,208.00	\$90,566.40	\$2,264.16	\$1,132.08	\$11,320.80	\$1,132.08	\$1,698.12	\$566.04	\$1,698.12	\$0.00	\$2,830.20	\$19,245.36
Genevieve Didion	\$81,354.00	\$65,083.20	\$1,627.08	\$813.54	\$8,135.40	\$813.54	\$1,220.31	\$406.77	\$1,220.31	\$0.00	\$2,033.85	\$13,830.18
Golden Empire Elementary	\$71,138.00	\$56,910.40	\$1,422.76	\$711.38	\$7,113.80	\$711.38	\$1,067.07	\$355.69	\$1,067.07	\$0.00	\$1,778.45	\$12,093.46
H. W. Harkness Elementary	\$47,889.00	\$38,311.20	\$957.78	\$478.89	\$4,788.90	\$478.89	\$718.34	\$239.45	\$718.34	\$0.00	\$1,197.23	\$8,141.13
Hollywood Park Elementary	\$43,492.00	\$34,793.60	\$869.84	\$434.92	\$4,349.20	\$434.92	\$652.38	\$217.46	\$652.38	\$0.00	\$1,087.30	\$7,393.64
Hubert H. Bancroft Elementary	\$60,590.00	\$48,473.00	\$1,211.80	\$605.90	\$6,059.00	\$605.90	\$908.85	\$302.95	\$908.85	\$0.00	\$1,514.75	\$10,300.30
Isador Cohen Elementary	\$56,029.00	\$44,823.20	\$1,120.58	\$560.29	\$5,602.90	\$560.29	\$840.44	\$280.15	\$840.44	\$0.00	\$1,400.73	\$9,524.93
James Marshall Elementary	\$58,120.00	\$46,496.00	\$1,162.40	\$581.20	\$5,812.00	\$581.20	\$871.80	\$290.60	\$871.80	\$0.00	\$1,453.00	\$9,880.40
John Bidwell Elementary	\$47,224.00	\$37,775.20	\$944.48	\$472.24	\$4,722.40	\$472.24	\$708.36	\$236.12	\$708.36	\$0.00	\$1,180.60	\$8,028.08
John Cabrillo Elementary	\$61,579.00	\$49,263.20	\$1,231.58	\$615.79	\$6,157.90	\$615.79	\$923.69	\$307.90	\$923.69	\$0.00	\$1,539.48	\$10,468.43
John D. Sloat Elementary	\$38,725.00	\$30,980.00	\$774.50	\$387.25	\$3,872.50	\$387.25	\$560.88	\$193.63	\$560.88	\$0.00	\$968.13	\$6,583.25
John H. Still	\$123,852.00	\$99,081.60	\$2,477.04	\$1,238.52	\$12,385.20	\$1,238.52	\$1,857.78	\$619.26	\$1,857.78	\$0.00	\$3,096.30	\$21,054.84
John Morse Therapeutic Center	\$2,525.00	\$2,020.00	\$50.50	\$25.25	\$252.50	\$25.25	\$37.88	\$12.63	\$37.88	\$0.00	\$63.13	\$429.25
Leataata Floyd Elementary	\$39,021.00	\$31,216.80	\$780.42	\$390.21	\$3,902.10	\$390.21	\$585.32	\$195.11	\$585.32	\$0.00	\$975.53	\$6,633.57
Leonardo Da Vinci	\$107,960.00	\$86,368.00	\$2,159.20	\$1,079.60	\$10,796.00	\$1,079.60	\$1,619.40	\$539.80	\$1,619.40	\$0.00	\$2,699.00	\$18,353.20
Mark Twain Elementary	\$42,469.00	\$33,875.20	\$849.38	\$424.69	\$4,246.90	\$424.69	\$637.04	\$212.35	\$637.04	\$0.00	\$1,061.73	\$7,219.73
Marlin Luther King, Jr.	\$52,217.00	\$41,773.60	\$1,044.34	\$522.17	\$5,221.70	\$522.17	\$783.26	\$261.09	\$783.26	\$0.00	\$1,305.43	\$8,876.89
Matsuyama Elementary	\$62,363.00	\$49,890.40	\$1,247.26	\$623.63	\$6,236.30	\$623.63	\$935.45	\$311.82	\$935.45	\$0.00	\$1,559.08	\$10,601.71
Miwok Middle	\$162,953.00	\$130,362.40	\$3,259.06	\$1,629.53	\$16,295.30	\$1,629.53	\$2,444.30	\$814.77	\$2,444.30	\$0.00	\$4,073.83	\$27,702.01
Nicholas Elementary	\$82,239.00	\$65,791.20	\$1,644.78	\$822.39	\$8,223.90	\$822.39	\$1,233.59	\$411.20	\$1,233.59	\$0.00	\$2,055.98	\$13,980.63
O. W. Erlewine Elementary	\$44,625.00	\$35,700.00	\$892.50	\$446.25	\$4,462.50	\$446.25	\$669.38	\$223.13	\$669.38	\$0.00	\$1,116.63	\$7,586.25
Oak Ridge Elementary	\$77,266.00	\$61,812.80	\$1,545.32	\$772.66	\$7,726.60	\$772.66	\$1,158.99	\$386.33	\$1,158.99	\$0.00	\$1,931.65	\$13,135.22
Pacific Elementary	\$112,672.00	\$90,137.60	\$2,253.44	\$1,126.72	\$11,267.20	\$1,126.72	\$1,690.08	\$563.36	\$1,690.08	\$0.00	\$2,816.80	\$19,154.24
Parkway Elementary	\$78,126.00	\$62,500.80	\$1,562.52	\$781.26	\$7,812.60	\$781.26	\$1,171.89	\$390.63	\$1,171.89	\$0.00	\$1,953.15	\$13,281.42
Phoebe A. Hearst Elementary	\$79,503.00	\$63,602.40	\$1,590.06	\$795.03	\$7,950.30	\$795.03	\$1,192.55	\$397.52	\$1,192.55	\$0.00	\$1,987.58	\$13,515.51
Pony Express Elementary	\$58,301.00	\$46,640.80	\$1,166.02	\$583.01	\$5,830.10	\$583.01	\$874.52	\$291.51	\$874.52	\$0.00	\$1,457.53	\$9,911.17

K-8 Schools 24-25 Proposition 28 Individual Site Budget Proposal

School	TOTAL apportionment	Staffing? (80% minimum)	VAPA Library (2%)	District Indirect Admin Costs? (1%)	Community Partnerships (10%)	Consumable Equipment/Materials (1%)	Transportation /Field Trips (1.5%)	Professional Development (1.5%)	Technology Purchases/Subscriptions (1.5%)	Facilities Repairs/Upgrades	Savings Rollover (2.5%)	Non-Staffing Totals
Rosa Parks Elementary	\$127,212.00	\$101,769.60	\$2,544.24	\$1,272.12	\$12,721.20	\$1,272.12	\$1,908.18	\$636.06	\$1,908.18	\$0.00	\$3,160.30	\$21,626.04
Sam Brannan Middle	\$63,329.00	\$50,663.20	\$1,266.58	\$633.29	\$6,332.90	\$633.29	\$949.84	\$316.65	\$949.84	\$0.00	\$1,583.23	\$10,765.93
School of Engineering & Sciences	\$81,254.00	\$65,003.20	\$1,625.08	\$812.54	\$8,125.40	\$812.54	\$1,218.81	\$406.27	\$1,218.81	\$0.00	\$2,031.35	\$13,813.18
Sequoia Elementary	\$69,746.00	\$55,796.80	\$1,394.92	\$697.46	\$6,974.60	\$697.46	\$1,046.19	\$348.73	\$1,046.19	\$0.00	\$1,743.65	\$11,856.82
Success Academy	\$1,267.00	\$1,013.60	\$25.34	\$12.67	\$126.70	\$12.67	\$19.01	\$6.34	\$19.01	\$0.00	\$31.68	\$215.39
Susan B. Anthony Elementary	\$51,670.00	\$41,336.00	\$1,033.40	\$516.70	\$5,167.00	\$516.70	\$775.05	\$258.35	\$775.05	\$0.00	\$1,291.75	\$8,793.90
Sutterville Elementary	\$54,399.00	\$43,519.20	\$1,087.98	\$543.99	\$5,439.90	\$543.99	\$815.99	\$272.00	\$815.99	\$0.00	\$1,359.98	\$9,247.83
Suy'u Elementary	\$65,640.00	\$52,512.00	\$1,312.80	\$656.40	\$6,564.00	\$656.40	\$984.80	\$328.20	\$984.60	\$0.00 *	\$1,641.00	\$11,158.80
Tahoe Elementary	\$46,841.00	\$37,472.80	\$936.82	\$468.41	\$4,684.10	\$468.41	\$702.62	\$234.21	\$702.62	\$0.00	\$1,171.03	\$7,962.97
Theodore Judah Elementary	\$59,453.00	\$47,562.40	\$1,189.06	\$594.53	\$5,945.30	\$594.53	\$891.80	\$287.27	\$891.80	\$0.00	\$1,486.33	\$10,107.01
Umoja International Academy	\$77,864.00	\$62,291.20	\$1,557.28	\$778.64	\$7,786.40	\$778.64	\$1,167.96	\$389.32	\$1,167.96	\$0.00	\$1,946.60	\$13,236.88
Washington Elementary	\$49,709.00	\$39,767.20	\$994.18	\$497.09	\$4,970.90	\$497.09	\$745.64	\$248.55	\$745.64	\$0.00	\$1,242.73	\$8,450.53
Will C. Wood Middle	\$116,054.00	\$92,843.20	\$2,321.08	\$1,160.54	\$11,605.40	\$1,160.54	\$1,740.81	\$580.27	\$1,740.81	\$0.00	\$2,901.35	\$19,729.18
William Land Elementary	\$48,605.00	\$39,044.00	\$976.10	\$488.05	\$4,880.50	\$488.05	\$732.08	\$244.03	\$732.08	\$0.00	\$1,220.13	\$8,296.85
Woodbine Elementary	\$47,911.00	\$38,328.80	\$958.22	\$479.11	\$4,791.10	\$479.11	\$718.67	\$239.56	\$718.67	\$0.00	\$1,197.78	\$8,144.87
District Office	\$165,590.00	\$132,472.00	\$3,311.80	\$1,655.90	\$16,559.00	\$1,655.90	\$2,483.85	\$827.95	\$2,483.85	\$0.00	\$4,139.75	\$28,150.30
District Total	\$4,331,429.00	\$3,465,143.20	\$86,628.58	\$43,314.29	\$433,142.90	\$43,314.29	\$64,971.44	\$21,657.15	\$64,971.44	\$0.00	\$108,285.73	\$736,342.93
District Total w/o Charters	\$,936,070		\$118,721.40	\$59,360.70	\$593,607.00	\$59,360.70	\$89,041.05	\$29,880.35	\$89,041.05		\$216,571.45	\$736,342.93

Non-Staffing

High Schools 24-25 AMS (Proposition 28) Individual Site Budget Proposal

School	TOTAL apportionment	Staffing? (80% minimum)	VAPA Library (2%)	District Indirect Admin Costs? (1%)	Community Partnerships (10%)	Consumable Equipment/Materials (1%)	Transportation /Field Trips (1.5%)	Professional Development (1.5%)	Technology Purchases/Subscriptions (1.5%)	Facilities Repairs/Upgrades	Savings Rollover (2.5%)	Non-Staffing Totals
American Legion High (Continuation)	\$27,228.00	\$21,782.40	\$544.56	\$272.28	\$2,722.80	\$272.28	\$408.42	\$136.14	\$408.42	\$0.00	\$680.70	\$4,628.76
Arthur A. Benjamin Health Professions High	\$28,594.00	\$22,875.20	\$571.88	\$285.94	\$2,859.40	\$285.94	\$428.91	\$142.97	\$428.91	\$0.00	\$714.85	\$4,860.98
C. K. McClatchy High	\$371,600.00	\$297,280.00	\$7,432.00	\$3,716.00	\$37,160.00	\$3,716.00	\$5,574.00	\$1,858.00	\$5,574.00	\$0.00	\$9,290.00	\$63,172.00
Hiram W. Johnson High	\$267,716.00	\$214,172.80	\$5,354.32	\$2,677.16	\$26,771.60	\$2,677.16	\$4,015.74	\$1,338.58	\$4,015.74	\$0.00	\$6,692.90	\$45,511.72
John F. Kennedy High	\$290,829.00	\$232,663.20	\$5,816.58	\$2,908.29	\$29,082.90	\$2,908.29	\$4,362.44	\$1,454.15	\$4,362.44	\$0.00	\$7,270.73	\$49,440.93
Luther Burbank High	\$260,826.00	\$208,660.80	\$5,216.52	\$2,608.26	\$26,082.60	\$2,608.26	\$3,912.39	\$1,304.13	\$3,912.39	\$0.00	\$6,520.65	\$44,340.42
Rosemont High	\$234,721.00	\$187,776.80	\$4,694.42	\$2,347.21	\$23,472.10	\$2,347.21	\$3,520.82	\$1,173.61	\$3,520.82	\$0.00	\$5,868.03	\$39,902.57
West Campus	\$123,127.00	\$98,501.60	\$2,462.54	\$1,231.27	\$12,312.70	\$1,231.27	\$1,846.91	\$615.64	\$1,846.91	\$0.00	\$3,078.18	\$20,931.59
	\$1,604,641.00	\$1,283,712.80	\$32,092.82	\$16,046.41	\$160,464.10	\$16,046.41	\$24,069.62	\$8,023.21	\$24,069.62	\$0.00	\$40,116.03	\$272,788.97

Charter Schools 24-25 Proposition 28 Individual Site Budget Proposal												
School	TOTAL apportionment	Staffing? (80% minimum)	VAPA Library (2%)	District Indirect Admin Costs? (1%)	Community Partnerships (10%)	Consumable Equipment/Materials (1%)	Transportation /Field Trips (1.5%)	Professional Development (.5%)	Technology Purchases/Subscriptions (1.5%)	Facilities Repairs/Upgrades	Savings Rollover (2.5%)	Non-Staffing Totals
Bowling Green Elementary	\$122,257.00	\$97,805.60	\$2,445.14	\$1,222.57	\$12,225.70	\$1,222.57	\$1,833.86	\$611.29	\$1,833.86	\$0.00	\$3,056.43	\$20,783.69
George Washington Carver School of Arts and Science	\$25,557.00	\$20,445.60	\$511.14	\$255.57	\$2,555.70	\$255.57	\$383.36	\$127.79	\$383.36	\$0.00	\$638.93	\$4,344.69
New Joseph Bontheim (NJB) Community Charter	\$42,783.00	\$34,226.40	\$855.66	\$427.83	\$4,278.30	\$427.83	\$641.75	\$213.92	\$641.75	\$0.00	\$1,069.58	\$7,273.11
New Technology High	\$24,692.00	\$19,753.60	\$493.84	\$246.92	\$2,469.20	\$246.92	\$370.38	\$123.46	\$370.38	\$0.00	\$617.30	\$4,197.64
The MET	\$32,006.00	\$25,604.80	\$640.12	\$320.06	\$3,200.60	\$320.06	\$480.09	\$160.03	\$480.09	\$0.00	\$800.15	\$5,441.02
	\$247,295.00	\$197,836.00	\$4,945.90	\$2,472.95	\$24,729.50	\$2,472.95	\$3,709.43	\$1,236.48	\$3,709.43	\$0.00	\$6,182.38	\$42,040.15

SCUSD 23-25 Total AMS Allocations by Site						
Proposition 28: AMS Advance Allocations, FY 24-25 Adv - Principal Apportionment (CA Dept of Education)	School Type	23-24 Allocation	24-25 Allocation	Year 1- Year 2 Difference	Total 23-25	23-25 Total Minus Admin and VL
John Cabrillo Elementary	Elementary	\$57,443.00	\$61,579.00	\$4,136.00	\$119,022.00	\$3,570.66
John D. Sloat Elementary	Elementary	\$37,382.00	\$38,725.00	\$1,343.00	\$76,107.00	\$2,283.21
John F. Kennedy High	High School	\$305,471.00	\$290,829.00	-\$14,642.00	\$596,300.00	\$17,889.00
John H. Still	Elementary	\$136,087.00	\$123,852.00	-\$12,235.00	\$259,939.00	\$7,798.17
John Morse Therapeutic Center	Special Ed	\$4,833.00	\$2,525.00	-\$2,308.00	\$7,358.00	\$220.74
Leataata Floyd Elementary	Elementary	\$47,044.00	\$39,021.00	-\$8,023.00	\$86,065.00	\$2,581.95
Leonardo Da Vinci	Elementary	\$109,792.00	\$107,960.00	-\$1,832.00	\$217,752.00	\$6,532.56
Luther Burbank High	High School	\$275,471.00	\$260,826.00	-\$14,645.00	\$536,297.00	\$16,088.91
Mark Twain Elementary	Elementary	\$43,573.00	\$42,469.00	-\$1,104.00	\$86,042.00	\$2,581.26
Martin Luther King, Jr.	Elementary	\$58,730.00	\$52,217.00	-\$6,513.00	\$110,947.00	\$3,328.41
Matsuyama Elementary	Elementary	\$68,147.00	\$62,363.00	-\$5,784.00	\$130,510.00	\$3,915.30
Miwok Middle	Middle	\$152,509.00	\$162,953.00	\$10,444.00	\$315,462.00	\$9,463.86
New Joseph Bontheim (NJB) Community Charter	Dep. Charter	\$42,215.00	\$42,783.00	\$568.00	\$84,998.00	\$2,549.94
New Technology High	Dep. Charter	\$26,270.00	\$24,692.00	-\$1,578.00	\$50,962.00	\$1,528.86
Nicholas Elementary	Elementary	\$98,171.00	\$82,239.00	-\$15,932.00	\$180,410.00	\$5,412.30
O. W. Erlewine Elementary	Elementary	\$42,044.00	\$44,625.00	\$2,581.00	\$86,669.00	\$2,600.07
Oak Ridge Elementary	Elementary	\$84,547.00	\$77,266.00	-\$7,281.00	\$161,813.00	\$4,854.39
Pacific Elementary	Elementary	\$127,814.00	\$112,672.00	-\$15,142.00	\$240,486.00	\$7,214.58
Parkway Elementary	Elementary	\$85,417.00	\$78,126.00	-\$7,291.00	\$163,543.00	\$4,906.29
Phoebe A. Hearst Elementary	Elementary	\$81,319.00	\$79,503.00	-\$1,816.00	\$160,822.00	\$4,824.66
Pony Express Elementary	Elementary	\$58,623.00	\$58,301.00	-\$322.00	\$116,924.00	\$3,507.72
Rosa Parks Elementary	Elementary	\$133,649.00	\$127,212.00	-\$6,437.00	\$260,861.00	\$7,825.83
Rosemont High	High School	\$239,916.00	\$234,721.00	-\$5,195.00	\$474,637.00	\$14,239.11
Sam Brannan Middle	Middle	\$59,510.00	\$63,329.00	\$3,819.00	\$122,839.00	\$3,685.17
School of Engineering & Sciences	Alternative	\$88,615.00	\$81,254.00	-\$7,361.00	\$169,869.00	\$5,096.07
Sequoia Elementary	Elementary	\$69,819.00	\$69,746.00	-\$73.00	\$139,565.00	\$4,186.95
Success Academy	Community Day	\$677.00	\$1,267.00	\$590.00	\$1,944.00	\$58.32
Susan B. Anthony Elementary	Elementary	\$54,837.00	\$51,670.00	-\$3,167.00	\$106,507.00	\$3,195.21
Sutcliffe Elementary	Elementary	\$52,944.00	\$54,399.00	\$1,455.00	\$107,343.00	\$3,220.29
Suy'u Elementary	Elementary	\$71,551.00	\$65,640.00	-\$5,911.00	\$137,191.00	\$4,115.73
Tahoe Elementary	Elementary	\$52,136.00	\$46,841.00	-\$5,295.00	\$98,977.00	\$2,969.31
The MET	Dep. Charter	\$33,863.00	\$32,006.00	-\$1,857.00	\$65,869.00	\$1,976.07
Theodore Judah Elementary	Elementary	\$58,872.00	\$59,453.00	\$581.00	\$118,325.00	\$3,549.75
Umoja International Academy	High School	\$86,676.00	\$77,864.00	-\$8,812.00	\$164,540.00	\$4,936.20
Washington Elementary	Elementary	\$52,802.00	\$49,709.00	-\$3,093.00	\$102,511.00	\$3,075.33
						\$99,435.67

SCUSD 23-25 Total AMS Allocations by Site							
Proposition 28: AMS Advance Allocations, FY 24-25 Adv - Principal Apportionment (CA Dept of Education)	School Type	23-24 Allocation	24-25 Allocation	Year 1- Year 2 Difference	Total 23-25	Indirect Admin and VAPA Library Costs	23-25 Total Minus Admin and VL
West Campus	High School	\$122,242.00	\$123,127.00	\$885.00	\$245,369.00	\$7,361.07	\$238,007.93
Will C. Wood Middle	Middle	\$123,575.00	\$116,054.00	-\$7,521.00	\$239,629.00	\$7,188.87	\$232,440.13
William Land Elementary	Elementary	\$53,842.00	\$48,805.00	-\$5,037.00	\$102,647.00	\$3,079.41	\$99,567.59
Woodbine Elementary	Elementary	\$51,015.00	\$47,911.00	-\$3,104.00	\$98,926.00	\$2,967.78	\$95,958.22
		\$6,539,329.00	\$6,183,365.00	-\$355,964.00			



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1j

Meeting Date: May 15, 2025

Subject: Approve Staff Recommendation for Expulsions # 24 of the 2024-25 school year

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

Division: Deputy Superintendent's Office; Student Hearing and Placement Department

Recommendation: Approve staff recommendation for Expulsion # 24 of the 2024-25 school year.

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): College and Career Ready Students

Documents Attached: N/A

Estimated Time of Presentation: N/A

Submitted by: David Van Natten, Director, Student Hearing and Placement

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1k

Meeting Date: May 15, 2025

Subject: Approve AM Winn field trip to Ashland OR June 3-6, 2025

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

Division: Deputy Superintendent

Recommendation: Approve AM Winn field trip to Ashland OR June 3-6, 2025

Background/Rationale: On June 3, 45 students, 3 teachers, and 8 chaperones will travel via private vehicle to Ashland, OR to study the Renaissance, theater arts, and stage craft.

Financial Considerations: There is no cost to the district. Expenses will be paid by fundraising and parents.

LCAP Goal(s): College preparedness, increasing communication and critical thinking skills.

Documents Attached:

1. Out-of-state field trip documents

Estimated Time of Presentation: N/A

Submitted by: Mary Hardin Young, Deputy Superintendent
Tuan Duong, Assistant Superintendent

Approved by: Lisa Allen, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
(USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student. See below reference distribution section for details concerning each type of trip.

School Name A.M. Winn Waldorf K-8 Date 06 / 3-6 / 2025
Teacher's Name Cortez/Cox/Sullivan Room # 17a/b Telephone # 916-228-5880 Fax # _____
Field Trip Destination Oregon Shakespeare Festival (15 S. Pioneer St. Ashland, OR 97520)

- ☐ Walking ☐ Local-50 mile radius ☐ Out-of-Town (Beyond 50 mile radius) ☒ Overnight ☒ Out-of-State/Country
☐ Involving Swimming or Wading ☐ Unusual Activities

Route (must provide written directions our map) Highway 50W to 5N to Ashland, OR

Educational nature of field trip/excursion Renaissance Block Theater Arts

Depart Date 6 / 3 / 25 Time 9 am/pm Return Date 6 / 6 / 25 Time 5 am/pm

TRANSPORTATION will be provided by: ☐ Walking ☐ School Bus - contact Transportation Field Trip Office ☐ Train
☐ Charter Bus Company (District Approved): ☐ Yes ☐ No (Check with Field Trip Office) ☐ Public Transportation
☒ Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
☐ Commercial Airline ☐ Other: _____

Number of students participating: 45 Funding Source class funds Financial Assistance Available? ☐ Yes ☐ No

Adult Chaperones:

(All clearances must be met prior to Field Trip Approval)

(Use a separate sheet if necessary)

	DRIVER					
1) Mike Kelley •	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
2) Melissa Tostado •	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
3) Amber Awosanya	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
4) Marquee Burch	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
5) Araceli Reyes-Gutierrez	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
6) Tony Cortez	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
7) Jason Rector •	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
8) Lilly Rachel Coget •	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB

Teachers and Staff Attending (Use a separate sheet if necessary)

DRIVER		DRIVER	
1) Rhoda Cortez •	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	2) Sarah Sullivan •	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
3) Sara Bailey •	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	4)	<input type="checkbox"/> yes <input type="checkbox"/> no
5)	<input type="checkbox"/> yes <input type="checkbox"/> no	6)	<input type="checkbox"/> yes <input type="checkbox"/> no

Principal Approval [Signature] Date 4.21.25
Segment IAS/Department Head Approval [Signature] Date 4/30/25
Risk Management Approval (if applicable) [Signature] Date 5/2/25

Distribution: Refer to the Field Trip Information Form RSK-106F for the forms and distribution required for each trip. All field trips require a completed packet. Maintain all documents at site:

- Local Trip: (walking): Submit walking trips to Principal for approval two weeks prior to trip.
- Local Trip: (school bus/charter bus/RT/Amtrak): (50-mile radius) - Submit to Principal for approval two weeks prior to trip.
- Local Trip: (50-mile radius; driver) - Submit driver led trips to Principal for approval 6 weeks prior to trip.
- Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Unusual Activities (Water sports or high-risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment IAS/Department Head/Risk Management for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment IAS office will place field trip item on Board Agenda for final approval.
- Approved forms will be returned by Segment IAS/Department Head's Office. Maintain a copy of all forms at site for 2 years.
- Venue/Destination: Must comply with SCUSD COVID19 mitigation guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager

[Signature]
(Initials)

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name AM Winn Public Waldorf K-8 Date 6/3-6/2025
Teacher's Name RHODA CORTEZ
SARAH SULLIVAN Room # 17a/b Telephone # 916-395-4505
Field Trip Destination Oregon Shakespeare Festival: Ashland, OR
Reason for travel To attend three live plays, theater
arts workshops, Renaissance history, social
Studies experience and theater/language arts

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver to Risk Management for review before signing. Attach a detailed itinerary for each day

Signed Rhoda Cortez
Teacher

Approvals:

[Signature] 4/21/25
Principal Date

[Signature] 5/2/25
Risk Management Dept. Date

[Signature] 4/30/25
Segment Administrator Date

[Signature] 5/5/25
Superintendent Date

 / /
Board Approval Date

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

☒ **Field Trip**
Request to Attend:☐ Conference/Workshop☐ Business Meeting**Purpose for Attending:**☐ Professional Development☐ Continued Education Credits Earned**Instructions:** This form must be completed and received in Accounts Payable at least **30 days** prior to the proposed trip- **60 days** if out-of-state.

REQ #

School/Department Am Winn Waldorf K-8Date 4-13-25Date(s) of Event June 3-6, 2025 Location Ashland, OregonEvent Title (attach brochure) Oregon Shakespeare FestivalPurpose To study Social Studies and the Renaissance, to study theater arts, & stage craft
*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan?

How will this activity/event be used and shared?

Name of Attendee(s)
(attach sheet for additional attendees)

Position

Substitute
(Y/N) * *
No ☒ Yes ☐No. of Days
RequiredBudget Code
(for substitute)

staff	Rhoda Cortez	teacher	No <input checked="" type="checkbox"/>		
	Sarah Sullivan	teacher	No <input checked="" type="checkbox"/>		
	Sara Bailey	aide	Yes <input checked="" type="checkbox"/>	4	01-0007-0-2102-25-1110-6500-780-0010-000
			No <input type="checkbox"/>		
			No <input type="checkbox"/>		

☐ Additional Attendees Attached

**IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770

Approvals:

Principal/Department Head Signature & Print Name

Date

4/22/25

Cabinet/Level or Designee Signature

Date

5/5/25

Chief Business Officer Signature

Date

5/5/25

Superintendent or Designee Signature

Date

District cost for all attendees (estimate)

Registration Fee ***

Meals included? ☐B ☐ L ☐ D ☐

Lodging

Transportation

Meals

Other

TOTAL

☐ Categorical

Budget Code(s):

Class Fundraiser☐ General Fund/Unrestricted

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition #

Dollar Amount

Registration Fee

Hotel

Airfare ****

Car Rental ****

**** If airfare or car rental is requested, send a copy of this form to Purchasing, Box 830



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1I

Meeting Date: May 15, 2025

Subject: Approve Miwok Middle field trip to Boston, MA May 25-30, 2025

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

Division: Deputy Superintendent

Recommendation: Approve Miwok Middle field trip to Boston, MA May 25-30, 2025

Background/Rationale: On May 25, 156 students, 4 teachers, and 14 chaperones will travel via commercial airline to Boston, MA for a culmination of US History study.

Financial Considerations: There is no cost to the district. Expenses will be paid by parents/guardians.

LCAP Goal(s): College preparedness, increasing communication and critical thinking skills.

Documents Attached:

1. Out-of-state field trip documents

Estimated Time of Presentation: N/A

Submitted by: Mary Hardin Young, Deputy Superintendent
Jerad Hyden, Assistant Superintendent

Approved by: Lisa Allen, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
(USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student field trip. See below reference distribution section for details concerning each type of trip.

School Name: Miwok Middle School

Date January 16, 2025

Teacher's Name: Paula Turner, Katie Poole, Brooke Sasser, Rosie Broderick **Room #:** 101, 302, 214, 301

Telephone #: 916-395-5370 **Fax #:** 916-264-3436

Field Trip Destination: Boston, Massachusetts ☐ Local-50 mile radius (bus/walking) ☐ Local-50 mile radius (driver led trips)

☐ Out-of-Town (Beyond 50 mile radius) (forward directly to Field Trip Office)

☒ Overnight ☒ Out-of-State/Country ☐ Involving Swimming or Wading ☐ Unusual Activities

Route: Plane flight from San Francisco International Airport to Logan Airport. Return trip: Logan Airport to SMF

Educational nature of field trip/excursion: This is a culmination of our year of study in American history.

Depart Date: May 25, 2025 **Time:** 5:10 a.m. **Return Date:** May 30, 2025 **Time:** 9:30 p.m.

TRANSPORTATION will be provided by: ☒ Walking ☐ School Bus - contact Transportation Field Trip Office

☒ Charter Bus Company (certified): ☐ Yes ☐ No - Check with Field Trip Office

☐ Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver, must have fingerprint clearance (check with Human Resources for fingerprint clearances)

☐ Public Transportation ☐ Train ☒ Commercial Airline ☐ Other: _____

Funding Source: Parent-funded

Financial Assistance Available? ☐ Yes ☒ No

Number of students participating: 156

Adult Chaperones/Drivers: Use additional forms if more than 4 names: Driver

1) See attached ☐ yes no 2) _____ ☐ yes ☐ no
3) _____ ☐ yes ☐ no 4) _____ ☐ yes ☐ no

Teachers and Staff Attending: Use additional forms if more than 4 names

1) Paula Turner ☐ yes X no 2) Katie Poole ☐ yes X no

3) Brooke Sasser ☐ yes X no 4) Rosie Broderick ☐ yes X no

Principal Approval _____ Date 1/31/25 **Risk**

Management Approval (Unusual Activities) _____ Date 1/23/25 **Instructional**

Assistant Superintendent Approval _____ Date 1/1/25 **Distribution:** Refer to the Field Trip

Information Form RSK 106F for the forms and distribution required for each trip:

1. Local Trip (school or charter bus): (50-mile radius) - Submit to Principal for approval. Maintain all documents at site and forward a copy to Instructional Assistant Superintendent for approval.
2. Local Trip: (50-mile radius: driver led) - Submit driver led trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
3. Local Trip: (wading, RT, Amtrak): Submit walking trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 2 weeks prior to trip.
4. Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
5. Overnight Trip: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
6. Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
7. Trip Involving Unusual Activities (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
8. Out-of-State/Country: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Instructional Assistant Superintendent will place field trip item on Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board of Education.
9. Approved forms will be returned by Instructional Assistant Superintendent. Maintain a copy of all forms at site for 2 years
10. Venue/Destination: Must comply with SCUSD COVID19 Mitigation Guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager: _____ (Initials)

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name: **Miwok Middle School**

Date: Completed: 1/16/2025

Teachers' Names: **Paula Turner/Katie Poole/Brooke Sasser/Rosie Broderick**

Rooms # 101/301/214/302 Telephone # 916-395-5370

Field Trip Destination: **Boston, Massachusetts**

Reason for travel: This field trip is a culmination of our study in U.S. History. We will be visiting sites that directly correlate to our study: Bunker Hill, Lexington and Concord, the USS Constitution, the Black Heritage Trail, the Freedom Trail and Salem.

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required.

Submit copy of the contract or waiver to Risk Management for review before signing.

Attach a detailed itinerary for each day: Itinerary attached

Signed _____ Teacher

Approvals:

 _____ 1 / 31 / 25
Principal Date

 _____ 4 / 23 / 25
Risk Management Dept. Date

 _____ 4 / 1 / 25
Segment Administrator Date

 _____ 4 / 28 / 25
Superintendent Date

_____/_____/_____
Board Approval Date

Sacramento City Unified School District
OVERNIGHT TRIPS
ACCOMMODATION INFORMATION

NO PRIVATE HOMES, AIR BNB, HOSTELS

Facility Name Hilton Boston Woburn **Date Reserved** 9/9/2024

Address: 2 Forbes Rd. **City/State:** Woburn, MA **Zip:** 01801-2103

Reservations Contact Person: Taunya Wolfe Finn **Telephone #:** 978-255-1645

Total Rooms Reserved: 75

Room #s: TBD

Reservation Dates: **05/25/25-05/30/25**

Signed:

Teacher

Approvals:

 _____ 1 / 31 / 25
Principal Date

 _____ 4 / 1 / 21
Segment Administrator Date

 _____ 4 / 23 / 24
Risk Management Approval Date

TRAVEL REQUEST FORM (ACC-F014)
Sacramento City Unified School District

Request to Attend: <input type="checkbox"/> Conference/Workshop <input type="checkbox"/> Business Meeting	Purpose for Attending: <input type="checkbox"/> Professional Development <input type="checkbox"/> Continued Education Credits Earned	Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip- 60 days if out-of-state. REQ # _____
--	---	--

School/Department <u>MIWOK MIDDLE</u>	Date _____
Date(s) of Event <u>5/25/25- 5/30/25</u>	Location <u>BOSTON, MA.</u>
Event Title (attach brochure) <u>HISTORY FIELD TRIP</u>	

Purpose* _____

*(What value does this activity give students, attendees, staff, department/site or community?) _____

How does this travel align with the District's strategic plan? _____

How will this activity/event be used and shared? _____

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
<u>Paula Turner</u>	<u>Teacher</u>	<u>No</u>		
<u>Katie Poole</u>	<u>Teacher</u>	<u>No</u>		
<u>Natasha Brown</u>	<u>Staff</u>	<u>No</u>		
<u>Anna Robinson</u>	<u>Teacher</u>	<u>No</u>		
<u>Brooke Sasser</u>	<u>Teacher</u>	<u>No</u>		

☐ Additional Attendees Attached

****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

Approvals:

Principal/Department Head Signature & Print Name <u>[Signature]</u> <u>CRISTINA TALLON-BIRD</u>	Date <u>4-2-25</u>	
Cabinet Level or Designee Signature <u>[Signature]</u>	Date <u>4/29/25</u>	
Chief Business Officer Signature <u>[Signature]</u>	Date <u>4/29/25</u>	
Superintendent or Designee Signature <u>[Signature]</u>	Date <u>4/29/25</u>	

District cost for all attendees (estimate)

Registration Fee *** ☒ _____

Meals included? ☐ _____

B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>
Lodging	<u>0</u>	
Transportation	<u>0</u>	
Meals	<u>0</u>	
Other	<u>0</u>	
TOTAL	<u>0</u>	

☐ Categorical Budget Code(s): parent funded

☐ General Fund/Unrestricted

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition # _____	Dollar Amount _____
Registration Fee _____	
Hotel _____	
Airfare **** _____	
Car Rental **** _____	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1m

Meeting Date: May 15, 2025

Subject: Approve SETA Head Start Budget Modification for Head Start Basic FY
2024-25

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

Division: Early Learning and Care

Recommendation: Request to approve the submission of a budget revision for the current year Head Start Basic (HS) Grant to reflect the updated California Department of Education (CDE) approved indirect cost rate of 4.49%, replacing the previously estimated rate of 3.26%.

Background/Rationale: When the current year's HS Basic Grant budget was submitted, an estimated indirect cost rate of 3.26% was used. At that time, the official rate for the fiscal year had not yet been released by the CDE Education. The CDE indirect cost rate for the current fiscal year is 4.49%. This revision ensures compliance with federal and state financial guidelines and reflects the district's actual indirect cost structure.

Financial Considerations: This revision does not request additional funds. It reallocates existing grant funds within the approved budget to reflect the accurate indirect cost rate. The change remains within the total authorized grant amount and does not impact program services.

LCAP Goal(s):

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

Goal 6: Implementation of MTSS/Data-Based Decision Making

Goal 8: Basic Services and District Operations/Supports

Documents Attached:

1. Request for Program Approach Change and/or Budget Modification: Head Start Basic FY 2024-25

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer
Mikako Hill Fisher ELC Assistant Superintendent

Approved by: Lisa, Allen, Superintendent



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source: ☒ Head Start ☐ Early Head Start ☐ Both

Agreement Number: 25C5551S0 **Date:** 04/01/2025

I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:

Please check the type of request(s):

☐

Program Options

☒

Budget Modification (changing the dollar amount between cost categories)

For Program Year: 2024-2025

Does this involve the purchase of a fixed asset? ☐ Yes ☒ No

(ACF approval required for all fixed asset purchases)

Will the project be over \$250,000? ☐ Yes ☐ No

(1303 Facilities Renovation/Repair Application will be required)

☐

Budget Carryover

From Program Year: _____ *to Program Year* _____

(Requires ACF approval)

☐

Change in service days / Calendar Change

☐

Change in Centers / Temporary Closure

☐

Class-size Waiver Request (to enroll up to 24 children in a class(es))

(Requires ACF approval)

☐

One-time Health and Safety Program Improvement Funding Request (pending available funds)

☐

Other: _____

II. Please identify what is in the original agreement and describe the change being requested.

The original indirect cost rate of 3.26% was an estimate. SCUSD is requesting a revised budget to reflect the actual indirect cost rate of 4.49%, as released by the California Department of Education.

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION
(Continued)

III. The requested changes are justified based on the following:

The correction to the indirect cost rate is justified because the initial budget used a projected rate, and the actual approved rate of 4.49% must now be applied to remain compliant with state and federal requirements.

IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.

NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet

Program Year <u>2024-2025</u>		Grant #: 09CH011763	
Cost Category/Item Description	Current Budget	Budget Modification	Updated Budget
Personnel	\$3,397,050.00		\$3,397,050.00
Fringe Benefits	\$2,582,854.00		\$2,582,854.00
Travel	\$0.00		\$0.00
Equipment	\$0.00		\$0.00
Supplies	\$155,615.00		\$155,615.00
Contractual	\$0.00		\$0.00
Construction	\$0.00		\$0.00
Other	\$231,774.00	\$(74,952.11)	\$156,821.89
Indirect	\$207,574.00	\$74,952.11	\$282,526.11
TOTAL	\$6,574,867.00	0	\$6,574,867.00
Non-Federal Share <i>(for Carryover Requests Only)</i>			
Non-Federal Share	Current Budget	Budget Modification	Updated Budget
Please describe how agency will obtain the Non-Federal Share:			

IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: _____

(Authorized Signature)

Mikako Hill Fisher

(Typed Name)

ELC Assistant Superintendent

(Title)

☐ **APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Policy Committee)

Angelina Mejia

(Typed Name)

☐ **APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Board of Trustee or Board of Directors)

Jasjit Singh

(Typed Name)

☐ **APPROVED BY GRANTEE:**

DATE: _____

(Karen Griffith, Head Start Deputy Director)

For Internal Use Only

Tracking:

Date Received: _____

(Melanie Nicolas,
CFS Program Officer/Administration)

Date Approved: _____

Date Approved: _____

(Victor Han, Fiscal Manager)

Comments:



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1n

Meeting Date: May 15, 2025

Subject: Approve SETA Head Start Budget Modification for Early Head Start
Basic FY 2024-25

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

Division: Early Learning and Care

Recommendation: Request to approve the submission of a budget revision for the current year Early Head Start Basic (EHS) Grant to reflect the updated California Department of Education (CDE) approved indirect cost rate of 4.49%, replacing the previously estimated rate of 3.26%.

Background/Rationale: When the current year's EHS Basic Grant budget was submitted, an estimated indirect cost rate of 3.26% was used. At that time, the official rate for the fiscal year had not yet been released by the CDE Education. The CDE indirect cost rate for the current fiscal year is 4.49%. This revision ensures compliance with federal and state financial guidelines and reflects the district's actual indirect cost structure.

Financial Considerations: This revision does not request additional funds. It reallocates existing grant funds within the approved budget to reflect the accurate indirect cost rate. The change remains within the total authorized grant amount and does not impact program services.

LCAP Goal(s):

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

Goal 6: Implementation of MTSS/Data-Based Decision Making

Goal 8: Basic Services and District Operations/Supports

Documents Attached:

1. Request for Program Approach Change and/or Budget Modification: Early Head Start Basic FY 2024-25

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer
Mikako Hill Fisher ELC Assistant Superintendent

Approved by: Lisa, Allen, Superintendent



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source: ☐ Head Start ☒ Early Head Start ☐ Both

Agreement Number: 25C5551S0 **Date:** 04/01/2025

I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:

Please check the type of request(s):

☐

Program Options

☒

Budget Modification (changing the dollar amount between cost categories)

For Program Year: 2024-2025

Does this involve the purchase of a fixed asset? ☐ Yes ☒ No

(ACF approval required for all fixed asset purchases)

Will the project be over \$250,000? ☐ Yes ☐ No

(1303 Facilities Renovation/Repair Application will be required)

☐

Budget Carryover

From Program Year: _____ *to Program Year* _____

(Requires ACF approval)

☐

Change in service days / Calendar Change

☐

Change in Centers / Temporary Closure

☐

Class-size Waiver Request (to enroll up to 24 children in a class(es))

(Requires ACF approval)

☐

One-time Health and Safety Program Improvement Funding Request (pending available funds)

☐

Other: _____

II. Please identify what is in the original agreement and describe the change being requested.

The original indirect cost rate of 3.26% was an estimate. SCUSD is requesting a revised budget to reflect the actual indirect cost rate of 4.49%, as released by the California Department of Education.

At the time of the original budget creation, the personnel and fringe benefit expenses were based on projected salary and fringe rates for positions that had not yet been filled. SCUSD used average salary and fringe estimates for those positions to develop the budget. Now that the positions have been hired, the actual salary and fringe benefit costs exceed the projected amounts. The change being requested is a budget revision to adjust the personnel and fringe lines to reflect the actual costs for the current staff in place.

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION
(Continued)

III. The requested changes are justified based on the following:

The correction to the indirect cost rate is justified because the initial budget used a projected rate, and the actual approved rate of 4.49% must now be applied to remain compliant with state and federal requirements.

The original budget relied on estimates because hiring had not yet occurred. Now that staff have been hired, SCUSD must revise the budget to reflect actual salary and fringe costs, which are higher than the average amounts used for projections. This adjustment ensures accuracy and compliance with fiscal requirements and supports proper planning and program implementation based on actual expenditures.

IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.

NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet

Program Year <u>2024-2025</u>		Grant #: 09CH011763	
Cost Category/Item Description	Current Budget	Budget Modification	Updated Budget
Personnel	\$137,215.92	\$4,775.87	\$141,991.79
Fringe Benefits	\$92,908.00	\$8,411.27	\$101,319.27
Travel	\$0.00		\$0.00
Equipment	\$0.00		\$0.00
Supplies	\$14,356.00		\$14,356.00
Contractual	\$0.00		\$0.00
Construction	\$0.00		\$0.00
Other	\$61,588.00	\$(16,789.75)	\$44,798.25
Indirect	\$9,978.08	\$3,602.61	\$13,580.69
TOTAL	\$316,046.00	0	\$316,046.00
Non-Federal Share <i>(for Carryover Requests Only)</i>			
Non-Federal Share	Current Budget	Budget Modification	Updated Budget
Please describe how agency will obtain the Non-Federal Share:			

IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: _____

(Authorized Signature)

Mikako Hill Fisher

(Typed Name)

ELC Assistant Superintendent

(Title)

☐ **APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Policy Committee)

Angelina Mejia

(Typed Name)

☐ **APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Board of Trustee or Board of Directors)

Jasjit Singh

(Typed Name)

☐ **APPROVED BY GRANTEE:**

DATE: _____

(Karen Griffith, Head Start Deputy Director)

For Internal Use Only

Tracking:

Date Received: _____

(Melanie Nicolas,

Date Approved: _____

CFS Program Officer/Administration)

Date Approved: _____

(Victor Han, Fiscal Manager)

Comments:



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1o

Meeting Date: May 15, 2025

Subject: Approve SETA Head Start Budget Modification for Head Start 2023-24
No-Cost Extension

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

Division: Early Learning and Care

Recommendation: Request to approve the submission of a budget revision for the FY 2023–2024 Head Start (HS) Basic Grant carryover funds to reallocate funds from personnel and fringe benefits to supplies and other costs to support program operational needs.

Background/Rationale: SCUSD received approval to carry over unspent funds from the FY 2023–24 HS Basic Grant into the current fiscal year. The original budget included allocations to personnel and fringe benefits based on projected expenditures. However, carryover funds are restricted and cannot be spent on personnel or fringe benefit costs. Allowable categories include supplies and other operational costs. The other category includes deferred maintenance projects as well as increased substitute costs needed to maintain operations.

Financial Considerations: This revision does not involve any additional funding. It reflects a reallocation of approved FY 2023–24 HS Basic carryover funds within allowable spending categories to meet current program needs and federal requirements.

LCAP Goal(s):

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

Goal 6: Implementation of MTSS/Data-Based Decision Making
Goal 8: Basic Services and District Operations/Supports

Documents Attached:

1. Request for Program Approach Change and/or Budget Modification: Head Start No-Cost Extension

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer
Mikako Hill Fisher ELC Assistant Superintendent

Approved by: Lisa, Allen, Superintendent



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source: ☒ Head Start ☐ Early Head Start ☐ Both

Agreement Number: 24C5551S0 **Date:** 04/01/2025

I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:

Please check the type of request(s):

☐

Program Options

☒

Budget Modification (changing the dollar amount between cost categories)

For Program Year: 2023-2024 No-Cost Extension

Does this involve the purchase of a fixed asset? ☒ Yes ☐ No

(ACF approval required for all fixed asset purchases)

Will the project be over \$250,000? ☐ Yes ☒ No

(1303 Facilities Renovation/Repair Application will be required)

☐

Budget Carryover

From Program Year: _____ *to Program Year* _____

(Requires ACF approval)

☐

Change in service days / Calendar Change

☐

Change in Centers / Temporary Closure

☐

Class-size Waiver Request (to enroll up to 24 children in a class(es))

(Requires ACF approval)

☐

One-time Health and Safety Program Improvement Funding Request (pending available funds)

☐

Other: _____

II. Please identify what is in the original agreement and describe the change being requested.

In the original agreements, funding was allocated to Personnel and Fringe Benefits. SCUSD is requesting to reallocate funds from these categories into Supplies (non-instructional and instructional) and Other Costs, which include deferred maintenance projects and substitute teacher costs to support current program operational needs.

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION
(Continued)

III. The requested changes are justified based on the following:

The reallocation of funds from Personnel and Fringe Benefits to Supplies and Other Costs is necessary to address current program needs and ensure continued support of essential operations such as facility upkeep and instructional materials.

IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.

NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet

Program Year <u>2023-2024</u>		Grant #: 09CH011763	
Cost Category/Item Description	Current Budget	Budget Modification	Updated Budget
Personnel	\$3,603,474.00	\$(93,399.71)	\$3,510,074.29
Fringe Benefits	\$2,490,368.00	\$(64,889.87)	\$2,425,478.13
Travel	\$21,026.00		\$21,026.00
Equipment	\$189,396.00	\$(119,396.00)	\$70,000
Supplies	\$288,542.06		\$288,542.06
Contractual	\$0.00		\$0.00
Construction	\$0.00		\$0.00
Other	\$868,857.50	\$267,734.21	\$1,136,591.71
Indirect	\$243,249.44	\$9,951.37	\$253,200.81
TOTAL	\$7,704,913.00	0	\$7,704,913.00
Non-Federal Share <i>(for Carryover Requests Only)</i>			
	Current Budget	Budget Modification	Updated Budget
Non-Federal Share			
Please describe how agency will obtain the Non-Federal Share:			

IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: _____

(Authorized Signature)

Mikako Hill Fisher

(Typed Name)

ELC Assistant Superintendent

(Title)

☐ **APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Policy Committee)

Angelina Mejia

(Typed Name)

☐ **APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Board of Trustee or Board of Directors)

Jasjit Singh

(Typed Name)

☐ **APPROVED BY GRANTEE:**

DATE: _____

(Karen Griffith, Head Start Deputy Director)

For Internal Use Only

Tracking:

Date Received: _____

(Melanie Nicolas,
CFS Program Officer/Administration)

Date Approved: _____

Date Approved: _____

(Victor Han, Fiscal Manager)

Comments:



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1p

Meeting Date: May 15, 2025

Subject: Approve SETA Head Start Budget Modification for Early Head Start
2023-24 No-Cost Extension

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

Division: Early Learning and Care

Recommendation: Request to approve the submission of a budget revision for the FY 2023–2024 Early Head Start (EHS) Basic Grant carryover funds to reallocate funds from personnel and fringe benefits to supplies and other costs to support program operational needs.

Background/Rationale: SCUSD received approval to carry over unspent funds from the FY 2023–24 EHS Basic Grant into the current fiscal year. The original budget included allocations to personnel and fringe benefits based on projected expenditures. However, carryover funds are restricted and cannot be spent on personnel or fringe benefit costs. Allowable categories include supplies and other operational costs. The other category includes deferred maintenance projects as well as increased substitute costs needed to maintain operations.

Financial Considerations: This revision does not involve any additional funding. It reflects a reallocation of approved FY 2023–24 EHS Basic carryover funds within allowable spending categories to meet current program needs and federal requirements.

LCAP Goal(s):

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

Goal 6: Implementation of MTSS/Data-Based Decision Making
Goal 8: Basic Services and District Operations/Supports

Documents Attached:

1. Request for Program Approach Change and/or Budget Modification: Early Head Start No-Cost Extension

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer
Mikako Hill Fisher ELC Assistant Superintendent

Approved by: Lisa, Allen, Superintendent



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source: ☐ Head Start ☒ Early Head Start ☐ Both

Agreement Number: 24C5551S0 **Date:** 04/01/2025

I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:

Please check the type of request(s):

☐

Program Options

☒

Budget Modification (changing the dollar amount between cost categories)

For Program Year: 2023-2024 No-Cost Extension

Does this involve the purchase of a fixed asset? ☒ Yes ☐ No

(ACF approval required for all fixed asset purchases)

Will the project be over \$250,000? ☐ Yes ☒ No

(1303 Facilities Renovation/Repair Application will be required)

☐

Budget Carryover

From Program Year: _____ *to Program Year* _____

(Requires ACF approval)

☐

Change in service days / Calendar Change

☐

Change in Centers / Temporary Closure

☐

Class-size Waiver Request (to enroll up to 24 children in a class(es))

(Requires ACF approval)

☐

One-time Health and Safety Program Improvement Funding Request (pending available funds)

☐

Other: _____

II. Please identify what is in the original agreement and describe the change being requested.

In the original agreements, funding was allocated to Personnel and Fringe Benefits. SCUSD is requesting to reallocate funds from these categories into Supplies (non-instructional and instructional) and Other Costs, which include deferred maintenance projects and substitute teacher costs to support current program operational needs.

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION
(Continued)

III. The requested changes are justified based on the following:

The reallocation of funds from Personnel and Fringe Benefits to Supplies and Other Costs is necessary to address current program needs and ensure continued support of essential operations such as facility upkeep and instructional materials.

IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.

NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet

Program Year <u>2023-2024</u>		Grant #: 09CH011763	
Cost Category/Item Description	Current Budget	Budget Modification	Updated Budget
Personnel	\$29,573.00	\$(3,838.54)	\$25,734.26
Fringe Benefits	\$24,590.00	\$(7,509.40)	\$17,080.60
Travel	\$0.00		\$0.00
Equipment	\$0.00		\$0.00
Supplies	\$55,496.00	\$24,966.49	\$80,462.19
Contractual	\$0.00		\$0.00
Construction	\$0.00		\$0.00
Other	\$34,987.00	\$(10,000)	\$24,987.00
Indirect	\$9,749.00	\$(3,618.55)	\$6,130.45
TOTAL	\$154,395.00	0	\$154,395.00
Non-Federal Share <i>(for Carryover Requests Only)</i>			
	Current Budget	Budget Modification	Updated Budget
Non-Federal Share			
Please describe how agency will obtain the Non-Federal Share:			

IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: _____

(Authorized Signature)

Mikako Hill Fisher

(Typed Name)

ELC Assistant Superintendent

(Title)

☐ **APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Policy Committee)

Angelina Mejia

(Typed Name)

☐ **APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Board of Trustee or Board of Directors)

Jasjit Singh

(Typed Name)

☐ **APPROVED BY GRANTEE:**

DATE: _____

(Karen Griffith, Head Start Deputy Director)

For Internal Use Only

Tracking:

Date Received: _____

(Melanie Nicolas,

Date Approved: _____

CFS Program Officer/Administration)

Date Approved: _____

(Victor Han, Fiscal Manager)

Comments:



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1g

Meeting Date: May 15, 2025

Subject: Approve Board of Education Meeting Calendar for the 2025-26 School Year

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

Division: Board Office

Recommendation: Approve the Board of Education meeting calendar for 2025-26 school year.

Background/Rationale: The Board of Education usually meets on the 1st and 3rd Thursday of each month. The meetings will be held at the Serna Center in the Community Room. Special meetings will be called as needed.

LCAP Goal(s): Family and Community Engagement

Financial Considerations: N/A

Documents Attached:

- 1) Board of Education Meeting Calendar for 2025-26

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Board Office</p> <p>Approved by: Lisa Allen, Superintendent</p>
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Sacramento City Unified School District **Board of Education Meeting Calendar** **2025-2026 School Year**

The Board of Education usually meets on the 1st and 3rd Thursdays of the month with Special Meetings called as needed. Meetings are held at the Serna Center Community Room, 5735 47th Avenue.

There are no regular Board Meetings in the month of July and only one in August, December, and January

<i>August 7, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>September 4, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>September 18, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>October 2, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>
<i>October 16, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>November 6, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>November 20, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>December 18, 2025</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i> <i>Annual Meeting</i>
<i>January 15, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>February 5, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>February 19, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>March 5, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>
<i>March 19, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>April 16, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>April 30, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>May 7, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>
<i>May 21, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>June 4, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	<i>June 18, 2026</i> <i>5:00 Closed Session</i> <i>6:00 Open Session</i>	

[illegible]

Revised Job Descriptions as of 5/15/2025:

Cyber Security Specialist

Technology Services

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Culture & Climate	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET APPROVAL:	TBD
		HR APPROVAL:	TBD
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of Culture & Climate. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated Culture & Climate expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of Social Justice standards and Restorative Practices, Culture & Climate Framework, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality Culture & Climate instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on Culture & Climate evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that Culture & Climate instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field.
Minimum of three years' experience providing instruction and/or student support.

LICENSES AND OTHER REQUIREMENTS:

Possession of a California Teaching Credential is required (any subject or level) and/or Pupil Personnel Services Credential.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Social Justice Standards, restorative practices, positive behavior interventions and supports, social emotional learning, and current research and evidence-based practices in the area of Culture & Climate.
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.

- Adapt to changing priorities and support multiple school sites.
- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Elementary English Language Arts	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET	
		APPROVAL:	4-30-2025
		HR APPROVAL:	4-30-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of English Language Arts. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated English Language Arts expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of English Language Arts standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality English Language Arts instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on English Language Arts evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that English Language Arts instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of English Language Arts required.

LICENSES AND OTHER REQUIREMENTS:

Valid California Teaching Credential in one of the following: Multiple Subjects, Single Subject English, or Supplemental Authorization in English. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California English Language Arts Standards, English Language Development Standards, and current research and evidence-based practices in the area of English Language Arts.
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.
- Adapt to changing priorities and support multiple school sites.
- Communicate clearly and effectively, both orally and in writing.

- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Secondary English Language Arts	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET APPROVAL:	4-30-2025
		HR APPROVAL:	4-30-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of English Language Arts. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated English Language Arts expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of English Language Arts standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality English Language Arts instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on English Language Arts evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that English Language Arts instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of English Language Arts required.

LICENSES AND OTHER REQUIREMENTS:

Possession of a California Teaching Credential, Single Subject English is required. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California English Language Arts Standards, English Language Development Standards, and current research and evidence-based practices in the area of English Language Arts
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.
- Adapt to changing priorities and support multiple school sites.

- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Elementary Mathematics	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET	
		APPROVAL:	4-30-2025
		HR APPROVAL:	4-30-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of Mathematics. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated Mathematics expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of Mathematics standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality Mathematics instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on Mathematics evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that Mathematics instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of Mathematics required.

LICENSES AND OTHER REQUIREMENTS:

Valid California Teaching Credential in one of the following: Multiple Subjects, Single Subject Math Authorization, or Supplemental Authorization in Math. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California Mathematics Standards, English Language Development Standards, and current research and evidence-based practices in the area of Mathematics.
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.
- Adapt to changing priorities and support multiple school sites.

- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Secondary Mathematics	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET	
		APPROVAL:	4-30-2025
		HR APPROVAL:	4-30-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of Mathematics. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated Mathematics expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of Mathematics standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality Mathematics instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on Mathematics evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that Mathematics instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of Mathematics required.

LICENSES AND OTHER REQUIREMENTS:

Possession of a California Teaching Credential: Single Subjects: Mathematics is required. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California Mathematics Standards, English Language Development Standards, and current research and evidence-based practices in the area of Mathematics.
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.
- Adapt to changing priorities and support multiple school sites.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Physical Education	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET	
		APPROVAL:	4-29-2025
		HR APPROVAL:	4-29-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of Physical Education. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated Physical Education expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of Physical Education standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality Physical Education instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on Physical Education evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that Physical Education instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of Physical Education required.

LICENSES AND OTHER REQUIREMENTS:

Possession of a California Teaching Credential, Single Subjects: Physical Education is required. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California Physical Education Standards, English Language Development Standards, and current research and evidence-based practices in the area of Physical Education.
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.
- Adapt to changing priorities and support multiple school sites.

- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Elementary Science	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET	
		APPROVAL:	4-30-2025
		HR APPROVAL:	4-30-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of Science. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated Science expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of Science standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality Science instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on Science evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that Science instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of Science required.

LICENSES AND OTHER REQUIREMENTS:

Valid California Teaching Credential in one of the following: Multiple Subjects, Single Subject Science Authorization, or Supplemental Authorization in Science. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California Science Standards, English Language Development Standards, and current research and evidence-based practices in the area of Science
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.

- Adapt to changing priorities and support multiple school sites.
- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Secondary Science	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET	
		APPROVAL:	4-29-2025
		HR APPROVAL:	4-29-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of Science. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated Science expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of Science standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality Science instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on Science evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that Science instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of Science required.

LICENSES AND OTHER REQUIREMENTS:

Possession of a California Teaching Credential, Single Subject: Science authorization is required. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California Science Standards, English Language Development Standards, and current research and evidence-based practices in the area of Science.
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.
- Adapt to changing priorities and support multiple school sites.

- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Content Specialist, Secondary Social Science	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	195 Days
DEPARTMENT:	Curriculum & Professional Development	SALARY:	Specialist Daily T-D/N
REPORTS TO:	Assigned Supervisor	CABINET APPROVAL:	4-29-2025
		HR APPROVAL:	4-29-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Content Specialist is responsible for supporting the implementation of standards, instructional frameworks, and best practices in the area of Social Science. This role involves providing professional learning, coaching, and technical assistance to educators to enhance instructional effectiveness, improve student outcomes, and promote equity and accessibility to education. As the designated Social Science expert, the specialist will design, develop, and deliver high-quality professional learning experiences while ensuring alignment of curriculum, instruction, and assessments with district priorities. The Specialist will collaborate with district and school leaders to drive continuous improvement, support MTSS (Multi-Tiered Systems of Support) implementation, and provide resources and training for content-specific interventions.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of Social Science standards, English language development standards, district-approved instructional materials, instructional frameworks, and assessment strategies aligned with district priorities to improve student outcomes. **E**
2. Collaborate with district and site staff to ensure equitable access to high-quality Social Science instruction and targeted interventions for closing achievement gaps among diverse student populations, including multilingual learners, students with disabilities, and historically underserved students. **E**
3. Provide professional learning, coaching, and resources on Social Science evidence-based instructional strategies, universal design, differentiation, accessibility, and culturally and linguistically responsive teaching practices. **E**
4. Using knowledge of adult and student learning theories, model effective instructional strategies and provide demonstration lessons for educators. **E**

5. Collaborate with district and site MTSS teams to ensure that Social Science instructional coaching, professional learning, and resources/materials are aligned with the district MTSS Framework and site-based improvement efforts. **E**
6. Collaborate with district and school site personnel to analyze student data and develop action plans for instructional improvements. **E**
7. Assist in selecting, implementing, and integrating instructional materials and technology to enhance teaching and learning. **E**
8. Foster a culture of collaboration by supporting opportunities for educators to engage in meaningful professional learning, share best practices, and refine instructional strategies to enhance teacher growth and student achievement. **E**
9. Communicate effectively with district and school leaders, staff, and external partners to coordinate activities, resolve concerns, and share best practices. **E**
10. Assist with developing and supporting summer academic training. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field. Minimum of three years' experience providing instruction in the area of Social Science required.

LICENSES AND OTHER REQUIREMENTS:

Possession of a California Teaching Credential, Single Subject: Social Science is required. English Learner Authorization is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- California Social Science Standards, English Language Development Standards, and current research and evidence-based practices in the area of Social Science
- Culturally and linguistically responsive, responsive and Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.
- Differentiated instruction, lesson design for universal access to high quality instruction, and tiered intervention strategies.
- Effective coaching models and adult learning principles.
- Data-driven decision-making and assessment literacy.
- Digital tools and instructional technology to support teaching and learning.

ABILITY TO:

- Deliver engaging, research-based professional development to educators.
- Model effective instructional strategies and provide constructive coaching feedback.
- Analyze student achievement data and assist educators in data-informed instruction.
- Facilitate collaborative discussions and build strong professional relationships with diverse stakeholders.
- Adapt to changing priorities and support multiple school sites.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	MTSS (Multi-Tiered System of Supports) Specialist	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	181 Days
DEPARTMENT:	Curriculum & Instruction	SALARY:	Specialist Annual T-A/N20
REPORTS TO:	Assigned Supervisor	CABINET APPROVAL:	4-22-2025
		HR APPROVAL:	4-22-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

With the aim of improving student academic, behavioral, and social-emotional outcomes and well-being, the MTSS Specialist will support the implementation of the district's multi-tiered system of support (MTSS) at the school site and district level. The MTSS Specialist will collaborate with site and district leadership and staff in designing and coordinating evidence-based, culturally responsive, tiered instruction and intervention models across academics, behavior, social-emotional learning, student wellness, and attendance.

The MTSS Specialist will support site-based, tiered MTSS teams in data-driven decision-making, alignment of interventions, and monitoring of student progress, including providing direct intervention to students. In addition, the MTSS Specialist shall assist the integration of restorative practices into the MTSS Framework to promote a positive school climate, support relationship-building, and provide alternatives to exclusionary discipline.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. MTSS Implementation

- Support and monitor the implementation of MTSS at the site level. **E**
- Support the school-site MTSS Leadership Team to complete and utilize the data from agreed upon MTSS implementation fidelity tools to enhance MTSS implementation and effectiveness. **E**
- Support the development and implementation of agreed-upon teaming structures, ensuring clarity in roles, responsibilities, and collaboration to sustain MTSS efforts. **E**
- Assist the implementation and monitoring of agreed-upon common assurances to ensure consistency in Tier 1, Tier 2, and Tier 3 supports across sites. **E**
- Support consistent use of common definitions of MTSS, Tier 1, Tier 2, and Tier 3 to align site practices with district expectations. **E**
- Develop reports to share progress and updates. **E**

2. Teaming Structures

- Actively participate in MTSS Leadership Team meetings. **E**
- Support Tier 2 and Tier 3 teams, ensuring data-driven decision-making, alignment of interventions, and monitoring of student progress. **E**
- Facilitate use of data to identify and support students for Tiers 1, 2, and 3. **E**
- Facilitate communication and collaboration between teams and teachers. **E**

3. Instruction and Intervention

- Support culturally responsive, evidence-based, tiered instruction and intervention models for academics, behavior, social-emotional learning, and attendance. **E**
- Design and deliver explicit, evidence-based instruction and targeted interventions to individual students and small groups of students. **E**
- Support teachers in developing and delivering differentiated instruction to address diverse learning needs. **E**
- Collaborate with site teams to develop and implement intervention menus matched to student needs. **E**
- Model and coach best practices for Tier 1 instruction and Tier 2/3 interventions. **E**

4. Data and Progress Monitoring

- Guide school's universal screening and progress monitoring tools, procedures, training, and data collection, and assist teams to understand resulting data. **E**
- Collect, analyze, and interpret MTSS implementation, student performance, and assessment data, and guide data-based problem-solving cycles with teams to address barriers to learning and enhance effectiveness of instruction and interventions. **E**

5. Professional Learning

- Assist in the delivery of professional learning as it relates to MTSS implementation, including inclusive learning environments for students with disabilities, as determined by the site teams. **E**
- Collaborate with Content Specialists to ensure alignment between content and instructional practice. **E**
- Engage in district-sponsored professional learning and collaboration and attend district office MTSS meetings to support site implementation. **E**
- Collaborate with other MTSS Specialists to coordinate systems-level professional development and guidance on overall MTSS implementation. **E**
- Stay current with research and best practices in inclusive education and MTSS through ongoing professional development. **E**
- Serve as a resource for instructional strategies and maximizing resources for tiered instruction. **E**

6. Inclusion

- Promote inclusive education by ensuring students with disabilities learn in the least restrictive environment. **E**
- Promote equity and inclusion by designing and implementing culturally responsive practices, policies, and instructional strategies that affirm and reflect the diverse identities of the community. **E**
- Facilitate shared ownership of school culture by encouraging active engagement and leadership from students, families, and staff in shaping school norms, practices, and outcomes. **E**

7. Family and Community Engagement

- Collaborate with families and community members to support students' academic and social-emotional progress. **E**
- Initiate timely communication with students, families, and staff to promote collaborative problem-solving and shared ownership of student success. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university is required. Minimum of five years' instructional experience is required. Training in Multi-Tiered Systems of Support (MTSS) or equivalent experience and implementing MTSS is preferred. Experience coaching teachers and designing and delivering professional learning is preferred.

LICENSES AND OTHER REQUIREMENTS:

Possession of a valid California Teaching Credential and/or Pupil Personnel Credential is required.

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

- Multi-Tiered System of Support (MTSS)
- Data-Based Problem Solving
- Restorative Practices
- Evidence-Based Instructional Academic Practices and Assessment Methods
- Inclusive Educational Practices including Universal Design for Learning (UDL)
- Positive Behavior Supports & Interventions
- Social Emotional Learning and Trauma-Informed Instructional Practices
- Academic and behavior interventions to support high quality instruction for all students and to meet student's individual needs
- Measurement tools for various levels of assessment
- Deep knowledge of content area standards and standards-based education

ABILITY TO:

- Collect and analyze data to identify needs, evaluate progress, and report on statewide outcomes
- Conduct effective meetings and professional learning activities
- Work with persons and groups with divergent opinions
- Communicate effectively both orally and in writing
- Establish and maintain cooperative and effective working relationships with others
- Maintain current knowledge of technological advances in the field
- Proficient in Google Suite (docs, sheets, slides, etc.)

WORKING CONDITIONS:**SAMPLE ENVIRONMENT:**

Willingness to work flexible hours to accommodate meeting facilitation and professional learning outside of typical work hours as assigned.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

- Communicate clearly and effectively, both orally and in writing.
- Work collaboratively in a team environment and independently as needed.
- Organize and manage multiple projects with attention to detail and deadlines.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Willingness to work flexible hours at both the central office and school sites to accommodate the delivery of professional learning and coaching outside of typical work hours.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Cyber Security Specialist	CLASSIFICATION:	Non-Represented Management, Classified
SERIES:	Specialist III	FLSA:	Exempt
JOB CLASS CODE:	9892	WORK YEAR:	12 Months
DEPARTMENT:	Technology Services	SALARY:	Range 7 Salary Schedule A
REPORTS TO:	Director, Student & Data Systems / Chief Information Officer	CABINET APPROVAL:	5-7-2025, 4-19-2024
		HR APPROVAL:	5-8-2025, 9-21-2023
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

Plan, design, implement, monitor, and maintain cyber security programs for the Sacramento City Unified School District; identify and address critical systems and critical digital assets; maintain cyber security attack mitigation and incident response capability; and provide assistance to higher level management staff.

Under the direction of the Chief Information Officer or designee, the position of Cyber Security Engineer is responsible for establishing, coordinating, implementing, and managing the Sacramento City Unified School District's cyber-security strategy program across the organization. The incumbent will develop and implement processes to self-audit IT security systems and identify leading technology to prevent system incursions. The position will work directly with the leadership team to identify, implement, and maintain appropriate technology solutions for all aspects of the organization.

DISTINGUISHING CHARACTERISTICS:

Under specific guidance, the Cyber Security Specialist I functions at the entry-level position and has the most limited scope of any Cyber Security Specialist. The Cyber Security Specialist I is knowledgeable and capable of specific tasks within the cyber security, but is often not able to relate specific tasks into a broader picture of how a sub-area functions.

Under general guidance, the Cyber Security Specialist II functions at the journey-level and provides guidance to the entry-level position. The Cyber Security Specialist II is able to understand major sub-areas of the cyber security and/or environment. Cyber Security Specialists I and II support district security systems.

The Cyber Security Specialist III is the most knowledgeable and the most capable of any of the network specialists, and performs all of the duties of a Network Specialist III in addition to the duties listed below. The Cyber Security Specialist has a scope of knowledge and capability that includes the entire network and its environment. When a Cyber Security Specialist functions in a team lead or project leader capacity, the Cyber Security Specialist III will provide technical guidance to other network specialists.

Classes in this series are used to perform a variety of analytical activities in support of security processing systems. Incumbents develop problem solutions using security technology methods; conduct feasibility studies; assist or act as a project manager over information processing projects; work on analysis and support of district security processing systems; develop information processing standards and procedures.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown

below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Develops and maintains centralized security alert logging and reporting systems, implements Data Loss Prevention (DLP) systems. **E**

Coordinates and conducts investigations of security events, responds to emergency cybersecurity situations. **E**
Installs security measures and operating software to protect systems and information infrastructure, including firewalls and data encryption programs. **E**

Resolves detected vulnerabilities to maintain a high security standard. **E**

Monitor hardware, software, network traffic, and security systems and identity, troubleshoot, diagnose, resolve, and report security vulnerabilities and incidents. **E**

Manages various cybersecurity systems and provides guidance to technology staff for the integration of new systems. **E**

Reviews and analyzes system logs, SIEM tools, and network traffic for unusual or suspicious activity, and makes recommendations to restore secure operations. **E**

Reviews, tests, and recommends new security software, tools and/or technologies to determine applicability to SCUSD operations. **E**

Manages maintenance agreements, support contracts and software licensing regarding cybersecurity. **E**

Perform audits, periodic inspections, and penetration testing of district information systems to ensure security measures are functioning and effectively utilized. Work with outside consultants as appropriate on independent security audits. **E**

Develop and maintain incident response plan, and provides post-incident analysis. **E**

Monitor information security trends relevant to SCUSD, keeping management informed about information security-related issues and activities affecting the district. Identifies phishing and social engineering attacks targeting SCUSD and notifies staff of associated security risks; performs vulnerability scans on SCUSD and school district networks. **E**

Compiles and reports metrics and key performance indicators to senior management in all areas of responsibility. **E**

Designs, builds, documents, and implements a system security architecture and standard security operating procedures and protocols. **E**

Collaborates with the Network and Systems staff with the design, implementation, and management of the District's infrastructure and systems, encompassing virtual, physical, and cloud computing, storage, networks, and applications; ensuring secure, highly reliable delivery of services to meet district business requirements. **E**

Serve as Tier III escalation point for varied security, infrastructure and application problems; provide technical guidance to staff and others to resolve issues. **E**

Maintain up-to-date remains up-to-date on current cybersecurity best practices and policies; may work with local, state, and federal agencies related to security incidents technical knowledge by attending educational workshops and trainings, review professional publications, establish personal networks, and participate in professional associations. **E**

Performs related duties as assigned.

TRAINING, EDUCATION, AND EXPERIENCE:

The following combination of education, training, and experience sufficient to perform the representative duties and distinguishing characteristics of the position will be considered:

- A minimum of three years of progressively responsible experience in LAN and WAN networking, systems administration, and application support is required, with at least one year in a cybersecurity-related role.
- Applicants with a bachelor's degree in Computer Science or related field, may substitute this experience for at least two years of industry experience in cybersecurity, information systems, network management, or computer science. Higher education in cybersecurity is preferred.
- Experience shall include a broad range of computer hardware and software competencies, including installation, maintenance, and enhancement of network systems across LANs and WANs, as well as planning, supporting, and managing network infrastructure (firewalls, switches, storage devices, backup and recovery systems, network management tools, and various network protocols).

LICENSES AND OTHER REQUIREMENTS:

Must be available for mandatory overtime during critical times. Alternative work schedules and/or telecommuting may be mandatory to prevent end-user interference. Hold a valid California driver's license and provide proof of insurance.

Desired industry certifications and knowledge:

- Certifications: Certified Information Systems Security Professional (CISSP), Certified Information Systems Auditor (CISA), CompTIA Security+, Certified Ethical Hacker (CEH), CompTIA Advanced Security Practitioner (CASP+), GIAC Security Essentials Certification (GSEC)
- Networking: Switches, Routers, Servers, Firewalls, LAN, WAN, TCP/IP, Domain Name System (DNS), Active Directory, Wi-Fi, RADIUS, etc.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Technical expertise on LAN, WAN, network operating systems, network cabling topologies, and industry standards and practices.
- Cybersecurity laws, regulations, policies, procedures, and standards.
- Cybersecurity methodologies and technologies.
- Network security and access control systems such as firewalls, endpoint protection systems (antivirus).
- Knowledge and ability to support authentication methods.
- Chromebook, Apple, Windows, and windows Server operating systems Firewall, router and switch configuration.
- Data systems back-up.
-

ABILITY TO:

- Conduct daily cybersecurity operations and services.
- Install, configure, and maintain firewalls and other cybersecurity systems.
- Perform vulnerability scans, configuration audits and security monitoring.
- Investigate suspicious network and user activity; maintain high level of attention to detail; make cybersecurity-related recommendations.
- Learn new hardware and software systems and adapt to changes in technology.
- Perform the basic function of the position.

- Develop network procedures and documentation that others can execute.
- Perform troubleshooting analysis of network infrastructure, servers, workstations, and associated systems.
- Make technical trade-off decisions that consider logistical and operational factors with cost factors and standardization efforts.
- Function in a team environment to balance technical factors with other organizational factors.
- Coordinate with other technical personnel to arrive at optimum solutions.
- Use commonly available office automation tools.
- Be available for mandatory overtime during critical times.
- Work in a manner and at a time so as not to interfere with customer productivity.
- Alternative work schedules and/or telecommuting may be mandatory to prevent end-user interference.
- Lift, move, re-position, and connect light to moderately heavy network and workstation equipment components according to safety regulations.
- Effectively work with program managers and site personnel.
- Maintain confidentiality of information
- Meet state and district standards of professional conduct as outlined in Board Policy.
-

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Office and school site environment; drive a vehicle to conduct work; constant interruptions.

SAMPLE PHYSICAL ABILITIES:

Sit for extended periods of time; walk and stand to identify and diagnose networking issues; dexterity of hands and fingers to operate a computer keyboard; reaching overhead, above the shoulders, and horizontally; bend at the waist or crouch to troubleshoot and connect cables; hear and speak to exchange information in person or on the telephone; see to read various documents related to assigned activities; lift, move, re-position, and connect light to moderately heavy network and workstation equipment components; physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

SAMPLE HAZARDS:

Occasional contact with dissatisfied or abusive individuals; exposure to dust when equipment is installed or moved.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1s

Meeting Date: May 15, 2025

Subject: Approve Labor Partner Agreements

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

Division: Human Resources Services

Recommendation: The recommendation is to approve Labor Partner Agreements.

Background/Rationale: The District has an immediate need to ensure there is no disruption to services provided to students. The District has worked with the SCTA to collectively to meet the needs of students.

Financial Considerations: The District will continue to work to recruit and retain employees in the areas of need identified in the MOU. The indicated salary identified in this agreement will incentivize needed staffing to provide education and services to students in the summer programs.

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming Safety Outcomes.

Documents Attached: Labor Partner Agreement

1. Special Education Summer Work 2025

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator

Approved by: Lisa Allen, Superintendent



Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
and the
Sacramento City Teachers Association
Concerning
SPECIAL EDUCATION SUMMER WORK 2025

April 22, 2025

This Memorandum of Understanding (MOU) titled "SPECIAL EDUCATION SUMMER WORK 2025" is an agreement between the Sacramento City Unified School District "District" and the Sacramento City Teachers Association, collectively "the Parties," regarding work and assessments done by Special Education Educators during the summer of 2025

AGREEMENT

1. Special Education Staff represented by SCTA who agree to work outside their contractual work calendar on overdue special education assessments and other Department related work assigned by Special Education Department Leaders, from June 16th 2025 through August 8, 2025, shall be compensated at the rate of \$80 per hour or their contract hourly rate, whichever is higher, and will work under the direction of the SCUSD Special Education Department.
2. The District will attempt to pay staff who work during the summer time period specified in #1 above as quickly as possible, but no later than ninety days (90) after the conclusion of the programs.
3. This MOU is a non-precedent setting, and does not establish a past practice.
4. This MOU will expire in full without precedent on August 8th 2025 according to the timelines set forth in the collective bargaining agreement, Article 4, the Union may enforce this agreement after the expiration date in the event of the District's non-performance of the terms and conditions of this Agreement.

For the District:

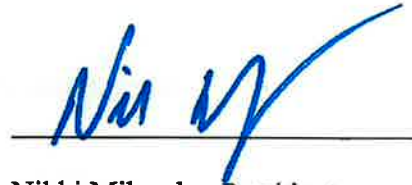
A handwritten signature in blue ink, appearing to read "Lisa Allen", written over a horizontal line.

Lisa Allen, Superintendent

A handwritten date "4.29.25" in blue ink, written over a horizontal line.

Date

For SCTA:

A handwritten signature in blue ink, appearing to read "Nikki Milevsky", written over a horizontal line.

Nikki Milevsky, President

A handwritten date "4/22/25" in blue ink, written over a horizontal line.

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1t

Meeting Date: May 15, 2025

Subject: Approve Labor Partner Agreements

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

Division: Human Resources Services

Recommendation: The recommendation is to approve Labor Partner Agreements.

Background/Rationale: The District has an immediate need to ensure there is no disruption to services provided to students. The District has worked with the SCTA and SEIU to ensure we are recruiting to reduce the use of outside agencies to meet the needs of students.

Financial Considerations: The District will continue to work to recruit and retain employees in the areas of need identified in the MOU.

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming Safety Outcomes.

Documents Attached: Labor Partner Agreement

1. Temporary Use of Outside Contractors for Augmentative and Alternative Communication Specialist
2. Temporary Use of Outside Contractors for Special Education Services provided to students enrolled in the 2025 Extended School Year (ESY) Programs.
3. Temporary Use of Outside Contractors to fill vacancies in the position of Health Aide who provide direct care support to students with identified health conditions.

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator

Approved by: Lisa Allen, Superintendent



**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

**Temporary Use of Outside Contractors for Augmentative and Alternative Communication (AAC)
Specialists Positions in SCUSD**

April 22, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Sacramento City Teachers Association ("SCTA"), collectively "the Parties", regarding utilizing the services of outside contractors to fill vacant Augmentative and Alternative Communication (AAC) Specialists Positions in the District for a limited term. The District and the SCTA hereby agree as follows:

1. The District currently has:
 - a. 4.0 FTE allocated in the position of AAC,
 - b. 0 FTE currently filled in the position of AAC.
2. The District agrees to seek Board approval of the attached job description for the Augmentative and Alternative Communication (AAC) Specialist and further agrees, upon Board approval, to recruit for the position internally as in the priority period for two (2) weeks after which the District will continue to recruit for any unfilled vacancies.
3. For a period of forty-seven (36) days, starting on April 23, 2025 and through June 12, 2025, the District may utilize the services of outside contractors (Appendix A) to fill the vacancies in the position of AAC (currently 4.0 full-time equivalents (FTEs)).
5. The District's expectation is that the contracted amount will not exceed \$102,055.68 (4 agency staff @ \$118.12/hour x 6 hours per day x 36 work days = \$102,055.68).
6. The District and SCTA will meet at least thirty (30) days prior to June 30, 2025, to review the AAC vacancies at that time and determine whether there is a continued need to utilize the services of the outside contractors to fill those vacancies to ensure that students receive legally mandated services consistent with their Individualized Education Plans ("IEP"). If agreement is reached to extend the term of this MOU, the District and SCTA shall memorialize such agreement in writing or through electronic communication.
7. In the event student needs, as determined by an AAC assessment and/or a student's IEP team, necessitate utilizing the services of outside contractors beyond the number of outside contractors specified in Paragraph 1 above, the District and SCTA agree that the District shall notify SCTA of such need and the District and SCTA shall meet to discuss the need and determine if there is an agreement to increase

the use of outside contractors to meet this increased need. If agreement is reached to increase the use of the outside contractor, the District and SCTA shall memorialize such agreement in writing or through electronic communication.

8. This MOU meets the terms of Paragraph 3 of the October 24, 2018 settlement agreement between the District and SCTA regarding the HIPPO MD grievance ("October 24, 2018 Settlement Agreement"), which provides, in part, that:

[T]he District agrees that it will not subcontract out SCTA bargaining unit work without prior notice to and the written agreement of SCTA. In the event of an emergency, an agreement to subcontract will not be unreasonably denied.

"Emergency" for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position.

9. This MOU is limited only to the use of outside contractors to fill vacancies in Augmentative and Alternative Communication (AAC) Specialists Positions for the term specified herein or any term subsequently agreed to, in writing, by the District and SCTA.

10. Except as provided in this MOU, the District confirms that it is not currently using and will not seek authorization from the SCUSD School Board to use outside contractors to fill any other vacancies related to SCTA-bargaining unit work in the Special Education Department, without the expressed written agreement of SCTA in accordance with the Hippo MD grievance settlement. This paragraph does not include contracts with Non-Public Schools, which provide services to District students that are not considered to be SCTA bargaining unit work.

11. This MOU shall automatically terminate on June 30, 2025, unless extended by mutual written agreement of the Parties.

For the District:



Superintendent

Lisa Allen

Date:

4.29.25

For SCTA:


President

Nikki Milevsky

Date:

4/22/25

NW

Appendix A:

Jabber Gym Pro Care SPG	Stepping Stone Capital Speech Capital Kids	Covelo Group School Steps Growing HC
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Augmentative and Alternative Communication Specialist	CLASSIFICATION:	Certificated Non-Management (SCTA) <i>NM</i>
SERIES:	none	FLSA:	exempt
JOB CLASS CODE:	TBD	WORK YEAR:	181 Days
DEPARTMENT:	Special Education	SALARY:	Special Education Teachers Salary Schedule
REPORTS TO:	Assigned Supervisor	BOARD APPROVAL:	TBD
		HR APPROVAL:	TBD
		CABINET APPROVAL:	TBD

BASIC FUNCTION:

Under the direction of assigned Special Education Administrator, the AAC Specialist will coordinate activities related to the provision of augmentative and alternative communication (AAC) solutions to support identified students access to functional communication (Special Education, 504, and Universal Design for Learning). Complete assessments and collaborate to, review available options, procure and install devices, software and supplies; program, modify, and complete minor repairs of equipment as needed; provide support to students with AAC devices; in collaboration with site teams promote student access and achievement through on-going training and collaboration.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

Administer, interpret, and provide written reports on assessments (standardized/criterion-referenced) and use the results of the assessments to advise, collaborate, and assist site teams with the development of AAC solutions and supports. **E**

Identify and facilitate AAC solutions and supports to students with divergent communication needs. Solutions and supports may include devices, software, peripherals, universal design for learning, and accommodations or modifications that supports student access to curriculum. **E**

Provide a range of services which will include direct instruction, consultation, mentoring, coaching, monitoring, and/or technical support services as identified by assessed student need. **E**

Order and manage necessary devices and software/applications.

Provide professional development to site teams on how to implement the use of AAC interventions within the student's school environment. **E**

Provide technical support as needed to site teams on how to troubleshoot, use, and utilize AAC interventions. **E**

Attend meetings as needed to support student acquisition of functional communication. **E**

NW

Work with school improvement initiatives that close student achievement gaps between racial, ethnic, and economic groups by working with all of the diverse communities. **E**

Prepare and maintain required records and reports related to the assignment. These records and reports would include but not be limited to those required by district, state, and federal guidelines and regulations. **E**

Enter information and data onto various district platforms. **E**

Participate in and record job related time accounting as applicable onto district platform. **E**

Attend staff meetings; participate in related workshops, seminars, and conference. **E**

Perform related duties as assigned.

EDUCATION, AND EXPERIENCE:

Required:

Master's degree within the field of Speech Language Pathology (Communication Sciences Disorders). A minimum of 2 years of experience working in special education setting providing AAC services that provide access to functional communication. Experience working with students with intricate communication needs that warrant the use of augmentative and alternative communication.

Preferred but not required:

Sacramento City Unified School District (SCUSD) experience preferred.

LICENSES AND OTHER REQUIREMENTS:

Required:

- Hold a current Speech-Language Pathology Services Credential or Valid Clinical or Rehabilitative Services Credential issued by the California Commission on Teacher Credentialing.
- Speech-Language Pathology & Audiology license with the State of California.

Preferred but not required:

- Valid RESNA Rehabilitation Engineering and Assistive Technology Society of North America granted Assistive Technology Professional (ATP) certification.
- American Board of Augmentative and Alternative Communication (AB-AAC) board certified specialist (BCS-AAC).
- Degree program in AAC from an accredited college or university.
- American Speech-Language-Hearing Association (ASHA) Certificate of Clinical Competence (CCC)

X mm

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- IDEA and applicable California Education Code as it relates to providing assistive technology services (which includes augmentative and alternative communication- ACC) to students.
- Evidence/research- based and defensible assessment practices for AAC.
- Wide range of evidence/research-based technology interventions and supports to match assessed student need for functional communication.
- Language and communication standards for students PK-22.
- Instructional planning for integration of AAC into a classroom setting.

- Accommodations/modifications for the classroom environment.

ABILITY TO:

- Work collaboratively with students, parents, educators, administrators, and agency representatives
- Ability to feature match assessed student needs with AAC solutions.
- Make referrals to other community resources, support groups and social service agencies as appropriate.
- Use strategies for resolving differences that may arise as part of the implementation of services
- Collaboratively assess student needs and develop viable plans and alternatives
- Plan, prepare and conduct individual and group training and/or consultation sessions
- Interpret, apply and explain rules, regulations, policies and procedures
- Train and provide technical support and guidance to assigned staff
- Prepare and deliver oral presentations
- Complete work with many interruptions
- Analyze situations accurately and adopt an effective course of action
- Work independently with little direction
- Meet schedules and time lines
- Maintain confidentiality of sensitive and privileged information
- Maintain records and prepare various reports
- Establish and maintain cooperative and effective working relationships with others
- Operate a variety of office equipment including a computer and assigned software
- Maintain consistent, punctual and regular attendance
- Sit or stand for extended periods of time
- Operate a computer keyboard
- Use interpersonal skills such tact, patience and courtesy

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

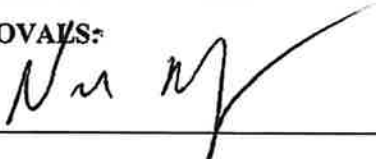
School site, office environment, or business locations.

SAMPLE PHYSICAL ABILITIES:

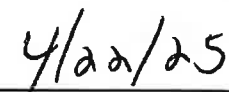
Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports; lift light objects.

SAMPLE HAZARDS: May risk exposure to communicable diseases.

APPROVALS:



 Union



 Date

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

Temporary Use of Outside Contractors for Special Education Services provided to students enrolled in the 2025 Extended School Year (ESY) program. Certificated Special Education positions include:

- **Language, Speech and Hearing Specialist [also known as Speech Language Pathologist, or “SLPs”]**
- **Assistive Technology (AT) Specialist**
- **Augmentative and Alternative Communication (AAC) Specialist**
- **Behavior Intervention Specialist (BIS)**

April 22, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento City Teachers Association (“SCTA”), collectively “the Parties”, regarding utilizing the services of outside contractors to fill ESY Special Education vacancies in the positions noted above for the limited term of the 2025 ESY.

The parties hereby agrees as follows:

1. For the 2025 ESY program the District will post the following positions based on identified student needs:
 - a. 10 Language Speech and Hearing Specialists (SLP) positions.
 - b. 1 Assistive Technology (AT) position.
 - c. 1 Augmentative and Alternative Communications (AAC) position.
 - d. 6 Behavior Intervention Specialist (BIS) positions.
2. The hours and assignments of those positions will be in alignment with the existing agreement between the parties; MOU - SCTA - Summer Programs 2025.
3. For a period of 19 days, starting on June 23, 2025 and through July 18, 2025, the District may utilize the services of outside contractors (appendix A) to fill any vacancies in the positions identified in #1 above which the District is not able to recruit.
4. The District’s expectation is that if none of the ESY vacancies are filled that the contracted amount will not exceed **\$209,475**
 - a. For SLP (10 agency staff @ \$134/hour x 4.5 hours per day x 19 work days = \$114,570).
 - b. For AT (1 agency staff @ \$130 /hour x 4.5x hours per day x 19 work days = \$11,115).
 - c. For AAC (1 agency staff @ \$140 /hour x 4.5 hours per day x 19 work days = \$11,970).

nm

d. For BIS services (6 agency staff @ \$140/hour x 4.5 hours per day x 19 work days = \$71,820).

- nm
5. In the event student needs, as determined by a speech and language assessment and/or a student's IEP team, necessitate utilizing the services of outside contractors beyond the number of outside contractors specified in the terms of this agreement, the parties agree that the District shall notify SCTA of such need and the parties shall meet to discuss the need and determine if there is an agreement to increase the use of outside contractors to meet this increased need. If agreement is reached to increase the use of the outside contractor, the parties shall memorialize such agreement in writing or through electronic communication.
6. This MOU meets the terms of Paragraph 3 of the October 24, 2018 settlement agreement between the District and SCTA regarding the HIPPO MD grievance ("October 24, 2018 Settlement Agreement"), which provides, in part, that:

[T]he District agrees that it will not subcontract out SCTA bargaining unit work without prior notice to and the written agreement of SCTA. In the event of an emergency, an agreement to subcontract will not be unreasonably denied.

"Emergency" for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position.

7. This MOU is limited only to the use of outside contractors to fill vacancies in the positions identified in #1 above for the 2025 ESY program for the term specified herein or any term subsequently agreed to, in writing, by the parties.
8. Except as provided in this MOU, the District confirms that it is not currently using and will not seek authorization from the SCUSD School Board to use outside contractors to fill any other vacancies related to SCTA-bargaining unit work in the Special Education Department, without the expressed written agreement of SCTA in accordance with the Hippo MD grievance settlement. This paragraph does not include contracts with Non-Public Schools, which provide services to District students that are not considered to be SCTA bargaining unit work.
9. This MOU shall automatically terminate on July 18, 2025, unless extended by mutual written agreement of the Parties.

Appendix A:

Jabber Gym
Point Quest
Ed Supports/Juvo
Learning Solutions Kids
Speech pathology Group

For the District:


Superintendent
Lisa Allen

Date: 4/29/25

For SCTA:


President
Nikki Milevsky

Date: 4/22/25

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Service Employees International Union Local 1021 (SEIU)**

Temporary Use of Outside Contractors to fill vacancies in the position of Health Aide who provide direct care support to students with identified health conditions.

January 27, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union local 1021 ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacant Health Aide I and Health Aide III (LVN) positions, to provide direct care services to students with those services identified in their IEP or their 504. The Parties hereby agree as follows:

1. For a period of 188 school days, starting on November 19, 2024, and through June 12, 2025, the District may utilize the services of outside contractors to fill 51.80 FTE in the position of Health Aide.
 - o Currently the District has:
 - 51.80 FTE allocated in the position of Health Aide
 - 11.08 FTE are currently filled, and
 - 40.72 FTE are currently vacant
2. The District will continue to actively recruit the vacant Health Aide FTE and will proportionately reduce the use of contracted services as new Health Aide positions are filled
3. The total, up-to amount for these combined contracted services will not exceed \$3,000,901. This total is calculated from the following:
 - a. The total amount for contracted services filling vacancies in the position of Health I and Health Aide III will not exceed \$3,000,901 (*40.72 FTE equivalent agency staff @ \$56/hour x 7 hours per day x 188 workdays*) = \$3,000,901.
4. Vendors for the contract will be selected from those listed in Appendix A listed below. If the Vendors listed in Appendix A are unable to provide the required staff, the Parties agree to meet to discuss alternatives.
5. The Parties agree to meet by April 30, 2025, to review the Health Aide I and Health Aide III vacancies at that time and determine whether there is a continued need to utilize the services of outside contractors to fill those vacancies and to ensure that students receive direct care service. Any new agreement reached between the Parties will be memorialized in writing or through electronic communication.

6. In the event that student needs as indicated by their 504 or IEP necessitates utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the Parties agree to meet and discuss additional student needs. Any new agreement reached between the parties will be memorialized in writing or through electronic communication.

7. This MOU is limited to only using outside contractors to fill Health Aide I and Health Aide III vacancies, for the term specified herein or any term subsequently agreed to in writing by the Parties.

8. This MOU is non-precedent setting and shall automatically terminate on June 12, 2025 unless extended by mutual written agreement of the Parties.

Appendix A: Health Aide I and Health Aide III Vendor List

1. Action Supportive Care
2. Amerigis

For the District:



Superintendent
Lisa Allen

Date: 5.2.25

For SEIU:



President
Karla Faucett

Date: 5/1/25



5/1/25



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1u

Meeting Date: May 15, 2025

Subject: Approve Annual Employee Demographics Report

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

Division: Human Resource Services

Recommendation: Approve Annual Employee Demographics Report

Background/Rationale: As the District works to provide students and families with positive educational experiences, the work of our employees is paramount. The District works to recruit, hire, and retain employees in the system intended to best serve students and families. There is a continual effort to work toward greater alignment of employee demographics to that of our student demographics.

In addition to guiding services for students and families, the presented employee demographics data is intended meet the Independent Monitor's (IM) findings in Directive 16 of the Sacramento City Unified School District Action Plan. Employee demographics information is presented through the Employee Demographics Dashboard as it relates to employee data. To go above and beyond this directive, this information will be shared quarterly with updated employee demographics information.

This data will also be used to help meet the required actions in Directive 16 of numbers 1, 2, 3, and 7. This data specifically helps to address, "SCUSD shall prepare annual reports on employee demographics including without limitation race and ethnicity (as specific as possible, capturing at least Asian, Black, Hispanic/Latino, Indigenous/ Native American, Pacific Islander, and white employees), gender, and disability status – compared to student demographics to determine whether and for which areas for

improved representation remain. Data will be provided to IM and reported to Board annually.”

Financial Considerations: N/A

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming Safety Outcomes.

Documents Attached:

1. Employee Demographics Dashboard Summary Pages

Estimated Time of Presentation: 0 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and Lead Negotiator

Approved by: Lisa Allen, Superintendent

Employee Demographics – Summary (as of 10/2/2024)



4673

Headcount

3284

Female

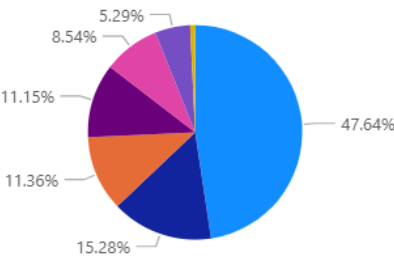
1380

Male

9

Non-binary

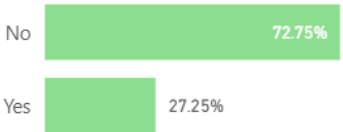
Employee Count by Primary Race



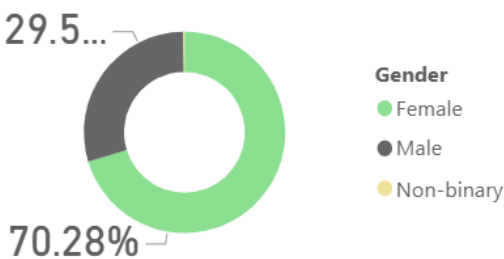
Primary Race

- White
- Asian
- Not Reported
- Black or African American
- Two or More Races
- American Indian or Alaskan
- Pacific Islander

Ethnicity is Hispanic



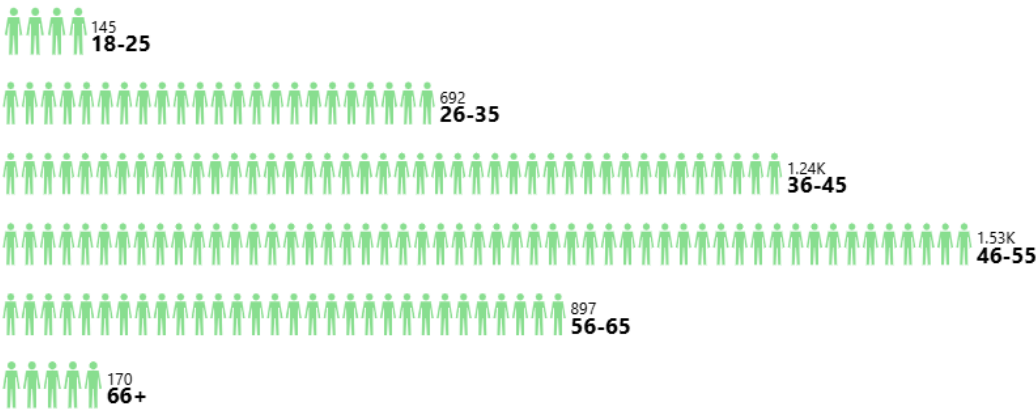
Gender Distribution



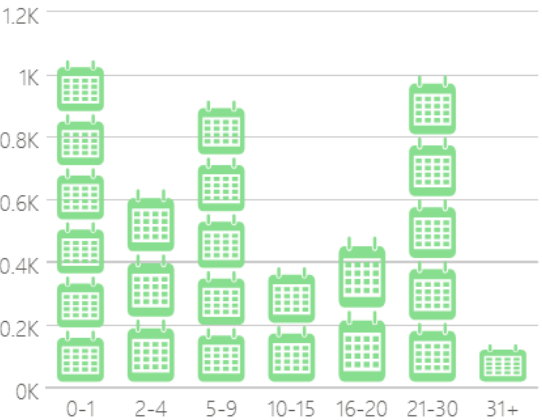
Gender

- Female
- Male
- Non-binary

Age Distribution



Years of Service Distribution



Data as of 10/4/2024

Summary

Details by Site or Department

Employees Hired Prior to 24-25 SY

Pacific Islander	0.72%
American Indian or Alaskan	5.19%
Two or More Races	8.12%
Black or African American	10.74%
Not Reported	11.94%
Asian	15.79%
White	47.49%

24-25 School Year New Hires

American Indian or Alaskan	5.95%
Asian	10.42%
Black or African American	14.58%
Not Reported	4.76%
Pacific Islander	0.30%
Two or More Races	11.90%
White	52.08%

Ethnicity is Hispanic - Employees Hired Prior to 24-25 SY

No	73.64%
Yes	26.36%

Ethnicity is Hispanic - 24-25 School Year New Hires

No	69.05%
Yes	30.95%

Employee Demographics – Details by Site or Department (as of 10/2/2024)



Site or Department

All

Employee Type

- ☐ Certificated
☐ Classified

Job Class Description

All

Gender

Female Male Non-binary

Years of Service

- ☐ 0-1
☐ 2-4
☐ 5-9
☐ 10-15
☐ 16-20
☐ 21-30
☐ 31+

Age

- ☐ 18-25
☐ 26-35
☐ 36-45
☐ 46-55
☐ 56-65
☐ 66+

Primary Race

- ☐ American Indian or Alaskan
☐ Asian
☐ Black or African American
☐ Not Reported
☐ Pacific Islander
☐ Two or More Races
☐ White

Race Specified

All



4673
Headcount

3284
Female

1380
Male

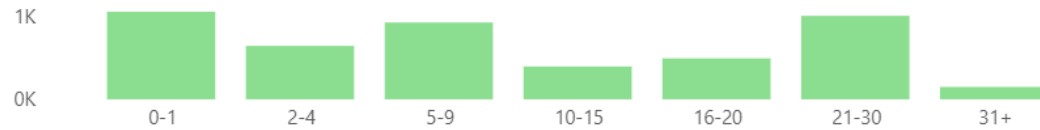
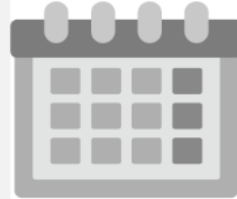
9
Non-Binary

Gender Distribution



Gender
● Female
● Male
● Non-binary

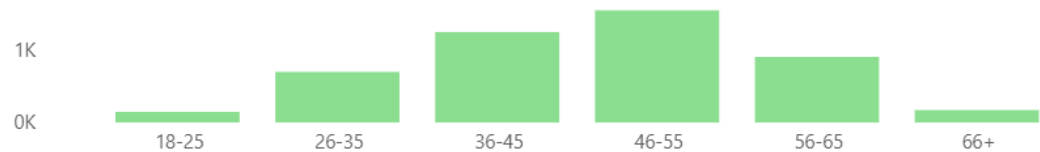
Years of Service



Average Years of Service

11
Years

Age Distribution



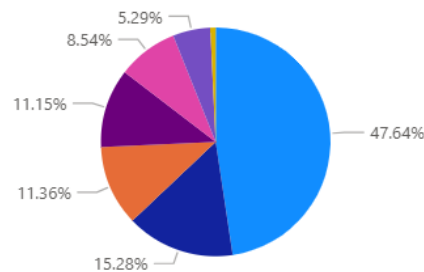
Average Age

47
Years

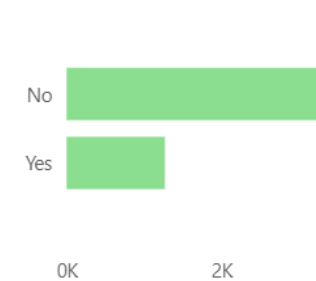
Employee Count by Primary Race

Primary Race

- White
● Asian
● Not Reported
● Black or African American
● Two or More Races
● American Indian or Alaskan
● Pacific Islander



Ethnicity is Hispanic



Race Specified	Count
Asian	7
Asian Indian	40
Cambodian	9
Chinese	184
Filipino	128
Guamanian	3
Hawaiian	5
Hmong	148

Summary

Details by Site or Department



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: May 15, 2025

Subject: Recognition of Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month

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

Division: Board Office

Recommendation: Recognize Asian American and Pacific Islander Heritage Month

Background/Rationale: Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month is observed annually in May to celebrate and recognize the contributions of Asian Americans, Native Hawaiians, and Pacific Islanders to American society. The month was formally recognized by the U.S. government in 1992. The date of May was chosen to commemorate the first Japanese immigrants arrival in the United States on May 7, 1843, and the completion of the transcontinental railroad on May 10, 1869, which was largely built by Chinese laborers.

Financial Considerations: N/A

LCAP Goal(s): Family and Community Empowerment; Safe, Emotionally Healthy and Engaged Students

Documents Attached:

N/A

Estimated Time of Presentation: 5 Minutes

Submitted by: Jasjit Singh, Board President

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: May 15, 2025

Subject: Black/African American Advisory Board (B/AAAB) Annual Update

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

Division: Curriculum and Instruction

Recommendation: N/A

Background/Rationale: The purpose of this board agenda item is for the Black/African American Advisory Board (B/AAAB) to provide an annual update on their work.

Financial Considerations: N/A

LCAP Goal(s):

LCAP Goal 1 – Graduation Outcomes
LCAP Goal 2 – Academic Outcomes
LCAP Goal 3 – Culture & Climate

Documents Attached:
N/A

Estimated Time of Presentation: 15 Minutes

Submitted by: Erin Findley, Assistant Superintendent Curriculum & Instruction
Danny Rolleri, Director, PL, Culture & Climate

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

Meeting Date: May 15, 2025

Subject: Expanded Learning Opportunities (ELO) Program Plan Update

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

Division: Youth Development Support Services

Recommendation: Requesting consent on Expanded Learning Opportunities (ELO) Program plan

Background/Rationale: The Expanded Learning Opportunities Program provides funding for before school, after school and summer school enrichment programs for transitional kinder (TK) through sixth grade students.

Financial Considerations: School Districts with 75% or more unduplicated students (English Learners, Foster Youth and students on Free and Reduced Lunch) in TK-6 are prioritized and receive funding at a higher rate. SCUSD's percentage for unduplicated students is around 70%. Our total funding allocation for current school year is \$20,049,402.00.

LCAP Goal(s):

Goal 3: Integrated Supports

Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, and other student groups whose outcomes indicate the greatest need – so that all students can remain fully engaged in school and access core instruction.

Documents Attached: None

Estimated Time of Presentation: 10 minutes

Submitted by: Manpreet Kaur, director Youth Development Support Services

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

Meeting Date: May 15, 2025

Subject: Update on Delta Shores Development

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

Division: Facility Support Services

Recommendation: Receive an update on the Delta Shores Development. Understand how staff continue to monitor the development and plan for likely increased enrollment to local school sites.

Background/Rationale: The City of Sacramento initially approved the Delta Shores master plan in 2009. As part of this plan, the school district retains the option to purchase two properties at a future date, should they decide to build a school in the area based on actual enrollment figures. Currently, the area south of Cosumnes River Boulevard is experiencing active residential development with houses being constructed and occupied. To the north of Cosumnes River Boulevard, grading and underground utility work have commenced and are expected to continue until the end of 2026, preceding the start of home construction. Finally, the area west of Interstate 5 is also undergoing residential development with ongoing home construction.

Progress on the development has been slow and any new enrollment has been easily absorbed by the District's current schools. Staff meet with developers as needed to get updates on future home building schedules.

The District is in the early stages of planning modernizations to existing schools adjacent the development.

Financial Considerations: The District's current plan to fund enrollment impacts from the Delta Shores development was outlined in the Annual Developer Fee Report and Five-Year Findings that was presented to the Board of Education at the December 19, 2024 meeting, which was part of [Resolution 3466: Resolution Regarding Accounting of Developer Fees for Fiscal Year Ending June 30, 2024, Pursuant to Gov. Code Sections 66001\(d\) and 66006\(b\).](#)

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached: None

Estimated Time of Presentation: 5 minutes

Submitted by: Chris Ralston, Assistant Superintendent, Facility Support Services

Approved by: Janea Marking, Chief Business and Operations Officer
Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.5

Meeting Date: May 15, 2025

Subject: Approve Resolution No. 3493 to Surplus 2401 Florin Road

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

Division: Facility Support Services

Recommendation: The Superintendent is recommending the Board approve Resolution No. 3493 to surplus 2401 Florin Road, otherwise known as Florin Technology Adult Education Center.

Background/Rationale: The Sacramento City Unified School District (SCUSD) Board of Education approved the creation of a 7-11 Committee in March 2024 to review the possible surplus of four (4) District properties not currently used as school sites. The sites that were reviewed by the Committee include:

- CP Huntington Elementary
- Florin Technology Adult Education Center
- Fruitridge Elementary
- Maple Elementary

The 7-11 Committee met to review enrollment and capacity data of surrounding schools, current uses of the above sites, the ongoing costs to continue maintaining those facilities, and to determine if those sites are still needed for school purposes—as outlined by California Education Code, § 17388.

The 7-11 Committee Report was provided to the Board during the March 20, 2025 Board meeting. The recommendation from the 7-11 Committee is advisory only and is nonbinding to the Board of Education.

The 7-11 Committee recommended the property be surplus at this time since it does not hold an educational purpose of educating students.

Financial Considerations: The District cost to operate the Florin Technology Adult Education Center during the 2023-24 school year was \$327,176 with a potential revenue of \$7,200 for a total cost to the District of \$319,976.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- Resolution No. 3493 to Surplus 2401 Florin Road

Estimated Time of Presentation: 5 minutes

Submitted by: Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facility Support Services

Janea Marking, Chief Business and Operations Officer

Lisa Allen, Superintendent

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3493

**RESOLUTION DECLARING 2401 FLORIN ROAD
PROPERTY AS EXEMPT SURPLUS LAND**

WHEREAS, Sacramento City Unified School District (the “District”) is the owner of approximately ±6.77 acres of certain real property located at 2401 Florin Road, Sacramento, California 95822, Assessor’s Parcel Number (APN) 041-0073-025-0000 (“Property”), situated in the City of Sacramento (“City”) and located within the territory of the District, commonly referred to as Florin Adult Education Technology Center, which is more specifically outlined in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the District’s advisory 7-11 Committee (“Committee”) was approved to be formed on June 20, 2024, for the purpose of reviewing and making recommendations on specific properties within the District in order to determine their continued educational purpose, and to forward a report to the Board on such findings and any possible recommendations generated;

WHEREAS, the Committee met on June 25, 2024; September 16, 2024; October 22, 2024; and November 14, 2024, where the required public hearings were held, and conducted the above-referenced review relating to four properties, including the Property, and recommended that the Property be declared surplus, among other recommendations;

WHEREAS, on March 20, 2025, the District’s Board of Education (“Board”) received and considered the final report prepared by the Committee, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference;

WHEREAS, the Committee’s recommendations are advisory only and are not binding on the Board;

WHEREAS, the interests of the District and the local community would best be served by the Property being declared surplus, and the District conducting a real estate analysis of next steps for the Property to determine if it may be leased or sold in the future;

WHEREAS, this Board now wishes to proceed with the declaration that the Property is surplus to the District’s needs, consistent with the findings in the Committee’s final report;

WHEREAS, the District will engage with a real estate consultant to determine if the Property would be best leased or sold;

WHEREAS, findings and recommendations from the real estate consultant will be

brought back to the Board for action, as required by Education Code 17466, and the Board will consider recommendations outlined by the Committee’s final report, public discussion made during regularly scheduled Board meetings on this item, and staff recommendations;

WHEREAS, in addition to Education Code requirements, the District is a “local agency” pursuant to the Surplus Land Act (“Gov. Code, §§ 54220, *et seq.*), which defines “exempt surplus land” as any land that is described under any subdivision of Government Code section 54221, subdivision (f)(1);

WHEREAS, under Government Code section, subdivision (f)(1)(L)(i), exempt surplus land includes real property that is subject to Education Code section 17388, which requires the Board, prior to the sale or lease of property, to appoint a 7-11 advisory committee;

WHEREAS, the Property does not meet any of the characteristics listed under Government Code Section 54221(f)(2), in that the Property is not within a coastal zone; adjacent to a historical unit of the State Parks System; listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or within the Lake Tahoe region as defined in Section 66905.5; and

WHEREAS, Government Code section 54221(b)(1) further requires that a school district declare if a property is “exempt surplus land” within the meaning of the Surplus Land Act (Gov. Code §§ 54220, *et seq.*).

NOW, THEREFORE, BE IT RESOLVED that this Board hereby finds the Property to be surplus property that the District will not need for educational purposes in the future;

BE IT FURTHER RESOLVED, that pursuant to Government Code section 54221, subdivision (f)(1)(L)(i), this Board hereby declares the Property as exempt surplus land under the Surplus Land Act; and

BE IT FURTHER RESOLVED that District staff and consultants are authorized and directed to proceed with outlining a recommendation for the Property for the Boards consideration and submitting this Resolution to the California Department of Housing and Community Development.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of May 2025, by the following vote:

AYES:	_____
NOES:	_____
ADBSTAIN:	_____
ABSENT:	_____

ATTESTED TO:

Lisa Allen
Superintendent

Jasjit Singh
President of the Board of Education

EXHIBIT A

2401 Florin Road, Sacramento, CA 95822



EXHIBIT B

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**7-11 District Advisory Committee
Report on Recommendations
Regarding Use or Disposition of District Real Property**

**Presented to the Board of Education
on
March 20, 2025**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“SCUSD”)

7-11 District Advisory Committee Report on Findings and Recommendations

On June 20, 2024, the Sacramento City Unified School District’s Board of Education (“Board”) convened a 7-11 District Advisory Committee to advise the Board on the use of real property no longer needed for school purposes. The Committee was formed pursuant to California Education Code Sections 17387-17391, and consists of the following members:

1. Esteban Almanza, Chair
2. Heather Garcia
3. Corey DeRoo
4. Kristin (Krissie) Goetz
5. Dennis Mah
6. James Eder
7. Laura Knuass
8. Chelle Brown

Under California law, the Committee must have at least seven (7) members and no more than eleven (11) members and contain persons who are representative of each of the following: (a) the ethnic, age group, and socioeconomic composition of the District, (b) the business community, such as store owners, managers, or supervisors, (c) landowners or renters, with preference given to representatives of neighborhood associations, (d) teachers, (e) administrators, (f) parents of students, and (g) persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or counties in which surplus space and real property is located. (Ed. Code, § 17389.) The above Committee members satisfy these requirements.

The role of the Committee includes the following duties and tasks:

- Review the projected school enrollment and other data as provided by the District to determine the amount of surplus space and real property.
- Establish a priority list of use of surplus space and real property that will be acceptable to the community.
- Make a final determination on the uses of the space and real property.
- Forward to the District Governing Board a report recommending uses of surplus space and real property.

Upon appointment, the District’s Board specifically charged the Committee with considering future use or disposition of specific real property identified by District staff. District staff identified the following properties:

- **C.P. Huntington Elementary** located at 5917 26th Street, Sacramento, CA 95822 (APNs: 025-0251-009-0000; 025-0251-010-0000; 025-0251-011-0000; 025-0251-014-0000)
- **Florin Adult Education Technology Center** located at 2401 Florin Road, Sacramento, CA 95822 (APN: 041-0073-025-0000);

- **Fruit Ridge Elementary** located at 4625 44th Street, Sacramento, CA 95820 (APN: 020-0301-001-0000)
- **Maple Elementary** located at 3200 37th Ave, Sacramento, CA 95824 (APNs: 025-020-005-0000; 025-0231-009-0000)
- **Perry Avenue Field** located adjacent to 4581 Perry Avenue, Sacramento, CA 95820 (APN: 022-0051-021-000)
 - This property was later removed from the Committee’s purview because the District entered into a potential land swap with Southgate Recreation & Park District.

The Committee met on June 25, 2024, September 16, 2024, October 22, 2024, and November 14, 2024, and allowed for public comment and input at each meeting. During these meetings, District staff and consultants presented information regarding the District’s enrollment analysis, projected enrollment trends, facilities, and real property considerations.

Committee Findings and Recommendations:

Based upon the information presented to the 7-11 District Advisory Committee, including public input received, the following findings and recommendations are presented to the Board with regard to each of the below properties.

C.P. Huntington Elementary

The Committee finds that C.P. Huntington Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property to a residential housing developer who would include a useful greenspace, such as a neighborhood park for community use, in a property design that would respect the residential feel of the existing neighborhood.

Florin Adult Education Technology Center (“Florin Tech”)

The Committee finds that Florin Tech is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property in a manner that fits the property’s current commercial zoning designation.

Fruit Ridge Elementary

The Committee finds that Fruit Ridge Elementary still may be used for school purposes in the future and does not recommend the property for surplus at this time.

Maple Elementary

The Committee finds that Maple Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property

as a possible neighborhood center, with park access, with preference given to La Familia Counseling Center, Inc. who has been operating the property as such since 2015. La Familia also recently received a large Federal grant to transform the property into a Resiliency Center for the surrounding community.

We, the members of the Committee, appreciate the opportunity to serve the Board in this important activity. We hope this report will assist the Board with its decisions regarding the District.

Respectfully submitted,
Sacramento City Unified School District 7-11 Advisory Committee (2024)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.6

Meeting Date: May 15, 2025

Subject: Approve Resolution No. 3494 to Surplus CP Huntington Elementary

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

Division: Facility Support Services

Recommendation: The Superintendent is recommending the Board approve Resolution No. 3494 to surplus CP Huntington Elementary.

Background/Rationale: The Sacramento City Unified School District (SCUSD) Board of Education approved the creation of a 7-11 Committee in March 2024 to review the possible surplus of four (4) District properties not currently used as school sites. The sites that were reviewed by the Committee include:

- CP Huntington Elementary
- Florin Technology Adult Education Center
- Fruitridge Elementary
- Maple Elementary

The 7-11 Committee met to review enrollment and capacity data of surrounding schools, current uses of the above sites, the ongoing costs to continue maintaining those facilities, and to determine if those sites are still needed for school purposes—as outlined by California Education Code, § 17388.

The 7-11 Committee Report was provided to the Board during the March 20, 2025 Board meeting. The recommendation from the 7-11 Committee is advisory only and is nonbinding to the Board of Education.

The 7-11 Committee recommended the property be surplus at this time since it does not hold an educational purpose of educating students—based on the enrollment trends, capacity data of surrounding schools, and the ongoing cost to the District to maintain the property.

If the property were not surplus in the event it may reopen as a school, it would likely cost \$100 million dollars to do so. This is due to Division of State Architect and California Code

requirements based on the value of modernization needed compared to the total replacement value of the school.

Financial Considerations: The District cost to operate the CP Huntington Elementary site during the 2023-24 school year was \$430,129 with a revenue of \$36,624 for a total cost to the District of \$393,505.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- Resolution No. 3494 to Surplus CP Huntington Elementary

Estimated Time of Presentation: 5 minutes

Submitted by: Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facility Support Services
Janea Marking, Chief Business and Operations Officer
Lisa Allen, Superintendent

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3494

**RESOLUTION DECLARING
CP HUNTINGTON ELEMENTARY
PROPERTY AS EXEMPT SURPLUS LAND**

WHEREAS, Sacramento City Unified School District (the “District”) is the owner of approximately ±10.89 acres of certain real property located at 5921 26th Street, Sacramento, California 95822, Assessor’s Parcel Numbers (APNs) 025-0251-009-0000, 025-0251-010-0000, 025-0251-011-0000, and 025-0251-014-0000 (“Property”), situated in the City of Sacramento (“City”) and located within the territory of the District, which is more specifically outlined in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the District’s advisory 7-11 Committee (“Committee”) was approved to be formed on June 20, 2024, for the purpose of reviewing and making recommendations on specific properties within the District in order to determine their continued educational purpose, and to forward a report to the Board on such findings and any possible recommendations generated;

WHEREAS, the Committee met on June 25, 2024; September 16, 2024; October 22, 2024; and November 14, 2024, where the required public hearings were held, and conducted the above-referenced review relating to four properties, including the Property, and recommended that the Property be declared surplus, among other recommendations;

WHEREAS, on March 20, 2025, the District’s Board of Education (“Board”) received and considered the final report prepared by the Committee, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference;

WHEREAS, the Committee’s recommendations are advisory only and are not binding on the Board;

WHEREAS, the interests of the District and the local community would best be served by the Property being declared surplus, and the District conducting a real estate analysis of next steps for the Property to determine if it may be leased or sold in the future;

WHEREAS, this Board now wishes to proceed with the declaration that the Property is surplus to the District’s needs, consistent with the findings in the Committee’s final report;

WHEREAS, the District will engage with a real estate consultant to determine if the Property would be best leased or sold;

WHEREAS, findings and recommendations from the real estate consultant will be brought back to the Board for action, as required by Education Code 17466, and the Board will consider recommendations outlined by the Committee’s final report, public discussion made during regularly scheduled Board meetings on this item, and staff recommendations;

WHEREAS, in addition to Education Code requirements, the District is a “local agency” pursuant to the Surplus Land Act (“Gov. Code, §§ 54220, *et seq.*), which defines “exempt surplus land” as any land that is described under any subdivision of Government Code section 54221, subdivision (f)(1);

WHEREAS, under Government Code section, subdivision (f)(1)(L)(i), exempt surplus land includes real property that is subject to Education Code section 17388, which requires the Board, prior to the sale or lease of property, to appoint a 7-11 advisory committee;

WHEREAS, the Property does not meet any of the characteristics listed under Government Code Section 54221(f)(2), in that the Property is not within a coastal zone; adjacent to a historical unit of the State Parks System; listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or within the Lake Tahoe region as defined in Section 66905.5; and

WHEREAS, Government Code section 54221(b)(1) further requires that a school district declare if a property is “exempt surplus land” within the meaning of the Surplus Land Act (Gov. Code §§ 54220, *et seq.*).

NOW, THEREFORE, BE IT RESOLVED that this Board hereby finds the Property to be surplus property that the District will not need for educational purposes in the future;

BE IT FURTHER RESOLVED, that pursuant to Government Code section 54221, subdivision (f)(1)(L)(i), this Board hereby declares the Property as exempt surplus land under the Surplus Land Act; and

BE IT FURTHER RESOLVED that District staff and consultants are authorized and directed to proceed with outlining a recommendation for the Property for the Boards consideration and submitting this Resolution to the California Department of Housing and Community Development.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of May 2025, by the following vote:

AYES: _____
NOES: _____
ADBSTAIN: _____
ABSENT: _____

ATTESTED TO:

Lisa Allen
Superintendent

Jasjit Singh
President of the Board of Education

EXHIBIT A

5921 26th Street, Sacramento, California 95822



EXHIBIT B

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**7-11 District Advisory Committee
Report on Recommendations
Regarding Use or Disposition of District Real Property**

**Presented to the Board of Education
on
March 20, 2025**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“SCUSD”)

7-11 District Advisory Committee Report on Findings and Recommendations

On June 20, 2024, the Sacramento City Unified School District’s Board of Education (“Board”) convened a 7-11 District Advisory Committee to advise the Board on the use of real property no longer needed for school purposes. The Committee was formed pursuant to California Education Code Sections 17387-17391, and consists of the following members:

1. Esteban Almanza, Chair
2. Heather Garcia
3. Corey DeRoo
4. Kristin (Krissie) Goetz
5. Dennis Mah
6. James Eder
7. Laura Knuass
8. Chelle Brown

Under California law, the Committee must have at least seven (7) members and no more than eleven (11) members and contain persons who are representative of each of the following: (a) the ethnic, age group, and socioeconomic composition of the District, (b) the business community, such as store owners, managers, or supervisors, (c) landowners or renters, with preference given to representatives of neighborhood associations, (d) teachers, (e) administrators, (f) parents of students, and (g) persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or counties in which surplus space and real property is located. (Ed. Code, § 17389.) The above Committee members satisfy these requirements.

The role of the Committee includes the following duties and tasks:

- Review the projected school enrollment and other data as provided by the District to determine the amount of surplus space and real property.
- Establish a priority list of use of surplus space and real property that will be acceptable to the community.
- Make a final determination on the uses of the space and real property.
- Forward to the District Governing Board a report recommending uses of surplus space and real property.

Upon appointment, the District’s Board specifically charged the Committee with considering future use or disposition of specific real property identified by District staff. District staff identified the following properties:

- **C.P. Huntington Elementary** located at 5917 26th Street, Sacramento, CA 95822 (APNs: 025-0251-009-0000; 025-0251-010-0000; 025-0251-011-0000; 025-0251-014-0000)
- **Florin Adult Education Technology Center** located at 2401 Florin Road, Sacramento, CA 95822 (APN: 041-0073-025-0000);

- **Fruit Ridge Elementary** located at 4625 44th Street, Sacramento, CA 95820 (APN: 020-0301-001-0000)
- **Maple Elementary** located at 3200 37th Ave, Sacramento, CA 95824 (APNs: 025-020-005-0000; 025-0231-009-0000)
- **Perry Avenue Field** located adjacent to 4581 Perry Avenue, Sacramento, CA 95820 (APN: 022-0051-021-000)
 - This property was later removed from the Committee’s purview because the District entered into a potential land swap with Southgate Recreation & Park District.

The Committee met on June 25, 2024, September 16, 2024, October 22, 2024, and November 14, 2024, and allowed for public comment and input at each meeting. During these meetings, District staff and consultants presented information regarding the District’s enrollment analysis, projected enrollment trends, facilities, and real property considerations.

Committee Findings and Recommendations:

Based upon the information presented to the 7-11 District Advisory Committee, including public input received, the following findings and recommendations are presented to the Board with regard to each of the below properties.

C.P. Huntington Elementary

The Committee finds that C.P. Huntington Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property to a residential housing developer who would include a useful greenspace, such as a neighborhood park for community use, in a property design that would respect the residential feel of the existing neighborhood.

Florin Adult Education Technology Center (“Florin Tech”)

The Committee finds that Florin Tech is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property in a manner that fits the property’s current commercial zoning designation.

Fruit Ridge Elementary

The Committee finds that Fruit Ridge Elementary still may be used for school purposes in the future and does not recommend the property for surplus at this time.

Maple Elementary

The Committee finds that Maple Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property

as a possible neighborhood center, with park access, with preference given to La Familia Counseling Center, Inc. who has been operating the property as such since 2015. La Familia also recently received a large Federal grant to transform the property into a Resiliency Center for the surrounding community.

We, the members of the Committee, appreciate the opportunity to serve the Board in this important activity. We hope this report will assist the Board with its decisions regarding the District.

Respectfully submitted,
Sacramento City Unified School District 7-11 Advisory Committee (2024)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.7

Meeting Date: May 15, 2025

Subject: Approve Resolution No. 3495 to Surplus Fruit Ridge Elementary

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

Division: Facility Support Services

Recommendation: The Superintendent is recommending the Board approve Resolution No. 3495 to surplus Fruit Ridge Elementary.

Background/Rationale: The Sacramento City Unified School District (SCUSD) Board of Education approved the creation of a 7-11 Committee in March 2024 to review the possible surplus of four (4) District properties not currently used as school sites. The sites that were reviewed by the Committee include:

- CP Huntington Elementary
- Florin Technology Adult Education Center
- Fruitridge Elementary
- Maple Elementary

The 7-11 Committee met to review enrollment and capacity data of surrounding schools, current uses of the above sites, the ongoing costs to continue maintaining those facilities, and to determine if those sites are still needed for school purposes—as outlined by California Education Code, § 17388.

The 7-11 Committee Report was provided to the Board during the March 20, 2025 Board meeting. The recommendation from the 7-11 Committee is advisory only and is nonbinding to the Board of Education.

The 7-11 Committee did not recommend the surplus of this property and cited that it may be reopened as a school again in the future. However, staff recommend surplus of this site based on the following information that illustrates it is no longer needed for the educational purpose of educating students.

- The previous attendance boundary for Fruit Ridge Elementary was divided in half. Sixty-one (61) households now currently attend Father Keith B. Kenny Elementary, and eighty-six (86) households now currently attend Oak Ridge Elementary.
- Father Keith B. Kenny has a current capacity of 41% with space for their enrollment to grow by an estimated 350 students. The new Oak Ridge site will be at 66% capacity with space for their enrollment to grow by an estimated 220 students.
- See below for the cost to continue to operate Fruit Ridge Elementary, at an impact to the District's General Fund.
- Staff believe it is unlikely to be reopened as a school considering the programming that currently takes place on the site. Surplus the property can allow for continued programming in a variety of possible ways.

If the property were not surplus in the event it may reopen as a school, it would likely cost \$100 million dollars to do so. This is due to Division of State Architect and California Code requirements based on the value of modernization needed compared to the total replacement value of the school.

Financial Considerations: The District cost to operate the Fruit Ridge Elementary site during the 2023-24 school year was \$539,148 with a potential revenue of \$88,364 for a total cost to the District of \$450,784. The site was not fully leased during the 2023-24 school year, but the potential revenue noted is the amount the District anticipates receiving now that all tenants have a lease agreement with the District.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- Resolution No. 3495 to Surplus Fruit Ridge Elementary

Estimated Time of Presentation: 5 minutes

Submitted by: Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facility Support Services

Janea Marking, Chief Business and Operations Officer

Lisa Allen, Superintendent

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3495

**RESOLUTION DECLARING
FRUIT RIDGE ELEMENTARY PROPERTY AS EXEMPT
SURPLUS LAND**

WHEREAS, Sacramento City Unified School District (the “District”) is the owner of approximately ±6.88 acres of certain real property located at 4625 44th Street, Sacramento, California 95820, Assessor’s Parcel Number (APN) 020-0301-001-0000 (“Property”), situated in the City of Sacramento (“City”) and located within the territory of the District, which is more specifically outlined in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the District’s advisory 7-11 Committee (“Committee”) was approved to be formed on June 20, 2024, for the purpose of reviewing and making recommendations on specific properties within the District in order to determine their continued educational purpose, and to forward a report to the Board on such findings and any possible recommendations generated;

WHEREAS, the Committee met on June 25, 2024; September 16, 2024; October 22, 2024; and November 14, 2024, where the required public hearings were held, and conducted the above-referenced review relating to four properties, including the Property, and recommended that the Property be declared surplus, among other recommendations;

WHEREAS, on March 20, 2025, the District’s Board of Education (“Board”) received and considered the final report prepared by the Committee, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference;

WHEREAS, the Committee’s recommendations are advisory only and are not binding on the Board;

WHEREAS, the interests of the District and the local community would best be served by the Property being declared surplus, and the District conducting a real estate analysis of next steps for the Property to determine if it may be leased or sold in the future;

WHEREAS, this Board now wishes to proceed with the declaration that the Property is surplus to the District’s needs, consistent with the findings in the Committee’s final report;

WHEREAS, the District will engage with a real estate consultant to determine if the Property would be best leased or sold;

WHEREAS, findings and recommendations from the real estate consultant will be

brought back to the Board for action, as required by Education Code 17466, and the Board will consider recommendations outlined by the Committee’s final report, public discussion made during regularly scheduled Board meetings on this item, and staff recommendations;

WHEREAS, in addition to Education Code requirements, the District is a “local agency” pursuant to the Surplus Land Act (“Gov. Code, §§ 54220, *et seq.*), which defines “exempt surplus land” as any land that is described under any subdivision of Government Code section 54221, subdivision (f)(1);

WHEREAS, under Government Code section, subdivision (f)(1)(L)(i), exempt surplus land includes real property that is subject to Education Code section 17388, which requires the Board, prior to the sale or lease of property, to appoint a 7-11 advisory committee;

WHEREAS, the Property does not meet any of the characteristics listed under Government Code Section 54221(f)(2), in that the Property is not within a coastal zone; adjacent to a historical unit of the State Parks System; listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or within the Lake Tahoe region as defined in Section 66905.5; and

WHEREAS, Government Code section 54221(b)(1) further requires that a school district declare if a property is “exempt surplus land” within the meaning of the Surplus Land Act (Gov. Code §§ 54220, *et seq.*).

NOW, THEREFORE, BE IT RESOLVED that this Board hereby finds the Property to be surplus property that the District will not need for educational purposes in the future;

BE IT FURTHER RESOLVED, that pursuant to Government Code section 54221, subdivision (f)(1)(L)(i), this Board hereby declares the Property as exempt surplus land under the Surplus Land Act; and

BE IT FURTHER RESOLVED that District staff and consultants are authorized and directed to proceed with outlining a recommendation for the Property for the Boards consideration and submitting this Resolution to the California Department of Housing and Community Development.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of May 2025, by the following vote:

AYES:	_____
NOES:	_____
ADBSTAIN:	_____
ABSENT:	_____

ATTESTED TO:

Lisa Allen
Superintendent

Jasjit Singh
President of the Board of Education

EXHIBIT A

4625 44th Street, Sacramento, California 95820



EXHIBIT B

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**7-11 District Advisory Committee
Report on Recommendations
Regarding Use or Disposition of District Real Property**

**Presented to the Board of Education
on
March 20, 2025**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“SCUSD”)

7-11 District Advisory Committee Report on Findings and Recommendations

On June 20, 2024, the Sacramento City Unified School District’s Board of Education (“Board”) convened a 7-11 District Advisory Committee to advise the Board on the use of real property no longer needed for school purposes. The Committee was formed pursuant to California Education Code Sections 17387-17391, and consists of the following members:

1. Esteban Almanza, Chair
2. Heather Garcia
3. Corey DeRoo
4. Kristin (Krissie) Goetz
5. Dennis Mah
6. James Eder
7. Laura Knuass
8. Chelle Brown

Under California law, the Committee must have at least seven (7) members and no more than eleven (11) members and contain persons who are representative of each of the following: (a) the ethnic, age group, and socioeconomic composition of the District, (b) the business community, such as store owners, managers, or supervisors, (c) landowners or renters, with preference given to representatives of neighborhood associations, (d) teachers, (e) administrators, (f) parents of students, and (g) persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or counties in which surplus space and real property is located. (Ed. Code, § 17389.) The above Committee members satisfy these requirements.

The role of the Committee includes the following duties and tasks:

- Review the projected school enrollment and other data as provided by the District to determine the amount of surplus space and real property.
- Establish a priority list of use of surplus space and real property that will be acceptable to the community.
- Make a final determination on the uses of the space and real property.
- Forward to the District Governing Board a report recommending uses of surplus space and real property.

Upon appointment, the District’s Board specifically charged the Committee with considering future use or disposition of specific real property identified by District staff. District staff identified the following properties:

- **C.P. Huntington Elementary** located at 5917 26th Street, Sacramento, CA 95822 (APNs: 025-0251-009-0000; 025-0251-010-0000; 025-0251-011-0000; 025-0251-014-0000)
- **Florin Adult Education Technology Center** located at 2401 Florin Road, Sacramento, CA 95822 (APN: 041-0073-025-0000);

- **Fruit Ridge Elementary** located at 4625 44th Street, Sacramento, CA 95820 (APN: 020-0301-001-0000)
- **Maple Elementary** located at 3200 37th Ave, Sacramento, CA 95824 (APNs: 025-020-005-0000; 025-0231-009-0000)
- **Perry Avenue Field** located adjacent to 4581 Perry Avenue, Sacramento, CA 95820 (APN: 022-0051-021-000)
 - This property was later removed from the Committee’s purview because the District entered into a potential land swap with Southgate Recreation & Park District.

The Committee met on June 25, 2024, September 16, 2024, October 22, 2024, and November 14, 2024, and allowed for public comment and input at each meeting. During these meetings, District staff and consultants presented information regarding the District’s enrollment analysis, projected enrollment trends, facilities, and real property considerations.

Committee Findings and Recommendations:

Based upon the information presented to the 7-11 District Advisory Committee, including public input received, the following findings and recommendations are presented to the Board with regard to each of the below properties.

C.P. Huntington Elementary

The Committee finds that C.P. Huntington Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property to a residential housing developer who would include a useful greenspace, such as a neighborhood park for community use, in a property design that would respect the residential feel of the existing neighborhood.

Florin Adult Education Technology Center (“Florin Tech”)

The Committee finds that Florin Tech is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property in a manner that fits the property’s current commercial zoning designation.

Fruit Ridge Elementary

The Committee finds that Fruit Ridge Elementary still may be used for school purposes in the future and does not recommend the property for surplus at this time.

Maple Elementary

The Committee finds that Maple Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property

as a possible neighborhood center, with park access, with preference given to La Familia Counseling Center, Inc. who has been operating the property as such since 2015. La Familia also recently received a large Federal grant to transform the property into a Resiliency Center for the surrounding community.

We, the members of the Committee, appreciate the opportunity to serve the Board in this important activity. We hope this report will assist the Board with its decisions regarding the District.

Respectfully submitted,
Sacramento City Unified School District 7-11 Advisory Committee (2024)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.8

Meeting Date: May 15, 2025

Subject: Approve Resolution No. 3496 to Surplus Maple Elementary

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

Division: Facility Support Services

Recommendation: The Superintendent is recommending the Board approve Resolution No. 3496 to surplus Maple Elementary.

Background/Rationale: The Sacramento City Unified School District (SCUSD) Board of Education approved the creation of a 7-11 Committee in March 2024 to review the possible surplus of four (4) District properties not currently used as school sites. The sites that were reviewed by the Committee include:

- CP Huntington Elementary
- Florin Technology Adult Education Center
- Fruitridge Elementary
- Maple Elementary

The 7-11 Committee met to review enrollment and capacity data of surrounding schools, current uses of the above sites, the ongoing costs to continue maintaining those facilities, and to determine if those sites are still needed for school purposes—as outlined by California Education Code, § 17388.

The 7-11 Committee Report was provided to the Board during the March 20, 2025 Board meeting. The recommendation from the 7-11 Committee is advisory only and is nonbinding to the Board of Education.

The 7-11 Committee recommended the property be surplus at this time since it does not hold an educational purpose of educating students. This is due to available capacity at surrounding school sites as well as the high-functioning nonprofit organization, La Familia Counseling Center, that currently resides at Maple Elementary. The 7-11 Committee recommended the District sell the property to La Familia.

If the property were not surplusd in the event it may reopen as a school, it would likely cost \$100 million dollars to do so. This is due to Division of State Architect and California Code requirements based on the value of modernization needed compared to the total replacement value of the school.

Financial Considerations: The District cost to operate the Maple Elementary site during the 2023-24 school year was \$304,405 with a revenue of \$153,015 for a total cost to the District of \$151,390. The total cost to the District is \$151,390 because the tenants only pay for 80% of the utilities and the District is still required to carry property insurance on the site even though La Familia also has their own property insurance.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- Resolution No. 3496 to Surplus Maple Elementary

Estimated Time of Presentation: 5 minutes

Submitted by: Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facility Support Services
Janea Marking, Chief Business and Operations Officer
Lisa Allen, Superintendent

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3496

**RESOLUTION DECLARING
MAPLE ELEMENTARY
PROPERTY AS EXEMPT SURPLUS LAND**

WHEREAS, Sacramento City Unified School District (the “District”) is the owner of approximately ±5.52 acres of certain real property located at 3301 37th Avenue and 3200 37th Avenue, Sacramento, California 95824, Assessor’s Parcel Numbers (APNs) 025-0202-005-0000 and 025-0231-009-0000 (“Property”), situated in the City of Sacramento (“City”) and located within the territory of the District, which is more specifically outlined in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the District’s advisory 7-11 Committee (“Committee”) was approved to be formed on June 20, 2024, for the purpose of reviewing and making recommendations on specific properties within the District in order to determine their continued educational purpose, and to forward a report to the Board on such findings and any possible recommendations generated;

WHEREAS, the Committee met on June 25, 2024; September 16, 2024; October 22, 2024; and November 14, 2024, where the required public hearings were held, and conducted the above-referenced review relating to four properties, including the Property, and recommended that the Property be declared surplus, among other recommendations;

WHEREAS, on March 20, 2025, the District’s Board of Education (“Board”) received and considered the final report prepared by the Committee, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference;

WHEREAS, the Committee’s recommendations are advisory only and are not binding on the Board;

WHEREAS, the interests of the District and the local community would best be served by the Property being declared surplus, and the District conducting a real estate analysis of next steps for the Property to determine if it may be leased or sold in the future;

WHEREAS, this Board now wishes to proceed with the declaration that the Property is surplus to the District’s needs, consistent with the findings in the Committee’s final report;

WHEREAS, the District will engage with a real estate consultant to determine if the Property would be best leased or sold;

WHEREAS, findings and recommendations from the real estate consultant will be brought back to the Board for action, as required by Education Code 17466, and the Board will consider recommendations outlined by the Committee’s final report, public discussion made during regularly scheduled Board meetings on this item, and staff recommendations;

WHEREAS, in addition to Education Code requirements, the District is a “local agency” pursuant to the Surplus Land Act (“Gov. Code, §§ 54220, *et seq.*), which defines “exempt surplus land” as any land that is described under any subdivision of Government Code section 54221, subdivision (f)(1);

WHEREAS, under Government Code section, subdivision (f)(1)(L)(i), exempt surplus land includes real property that is subject to Education Code section 17388, which requires the Board, prior to the sale or lease of property, to appoint a 7-11 advisory committee;

WHEREAS, the Property does not meet any of the characteristics listed under Government Code Section 54221(f)(2), in that the Property is not within a coastal zone; adjacent to a historical unit of the State Parks System; listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or within the Lake Tahoe region as defined in Section 66905.5; and

WHEREAS, Government Code section 54221(b)(1) further requires that a school district declare if a property is “exempt surplus land” within the meaning of the Surplus Land Act (Gov. Code §§ 54220, *et seq.*).

NOW, THEREFORE, BE IT RESOLVED that this Board hereby finds the Property to be surplus property that the District will not need for educational purposes in the future;

BE IT FURTHER RESOLVED, that pursuant to Government Code section 54221, subdivision (f)(1)(L)(i), this Board hereby declares the Property as exempt surplus land under the Surplus Land Act; and

BE IT FURTHER RESOLVED that District staff and consultants are authorized and directed to proceed with outlining a recommendation for the Property for the Boards consideration and submitting this Resolution to the California Department of Housing and Community Development.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of May 2025, by the following vote:

AYES: _____
NOES: _____
ADBSTAIN: _____
ABSENT: _____

ATTESTED TO:

Lisa Allen
Superintendent

Jasjit Singh
President of the Board of Education

EXHIBIT A

3301 37th Avenue, Sacramento, California 95824, and
3200 37th Avenue, Sacramento, California 95824



EXHIBIT B

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**7-11 District Advisory Committee
Report on Recommendations
Regarding Use or Disposition of District Real Property**

**Presented to the Board of Education
on
March 20, 2025**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“SCUSD”)

7-11 District Advisory Committee Report on Findings and Recommendations

On June 20, 2024, the Sacramento City Unified School District’s Board of Education (“Board”) convened a 7-11 District Advisory Committee to advise the Board on the use of real property no longer needed for school purposes. The Committee was formed pursuant to California Education Code Sections 17387-17391, and consists of the following members:

1. Esteban Almanza, Chair
2. Heather Garcia
3. Corey DeRoo
4. Kristin (Krissie) Goetz
5. Dennis Mah
6. James Eder
7. Laura Knuass
8. Chelle Brown

Under California law, the Committee must have at least seven (7) members and no more than eleven (11) members and contain persons who are representative of each of the following: (a) the ethnic, age group, and socioeconomic composition of the District, (b) the business community, such as store owners, managers, or supervisors, (c) landowners or renters, with preference given to representatives of neighborhood associations, (d) teachers, (e) administrators, (f) parents of students, and (g) persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or counties in which surplus space and real property is located. (Ed. Code, § 17389.) The above Committee members satisfy these requirements.

The role of the Committee includes the following duties and tasks:

- Review the projected school enrollment and other data as provided by the District to determine the amount of surplus space and real property.
- Establish a priority list of use of surplus space and real property that will be acceptable to the community.
- Make a final determination on the uses of the space and real property.
- Forward to the District Governing Board a report recommending uses of surplus space and real property.

Upon appointment, the District’s Board specifically charged the Committee with considering future use or disposition of specific real property identified by District staff. District staff identified the following properties:

- **C.P. Huntington Elementary** located at 5917 26th Street, Sacramento, CA 95822 (APNs: 025-0251-009-0000; 025-0251-010-0000; 025-0251-011-0000; 025-0251-014-0000)
- **Florin Adult Education Technology Center** located at 2401 Florin Road, Sacramento, CA 95822 (APN: 041-0073-025-0000);

- **Fruit Ridge Elementary** located at 4625 44th Street, Sacramento, CA 95820 (APN: 020-0301-001-0000)
- **Maple Elementary** located at 3200 37th Ave, Sacramento, CA 95824 (APNs: 025-020-005-0000; 025-0231-009-0000)
- **Perry Avenue Field** located adjacent to 4581 Perry Avenue, Sacramento, CA 95820 (APN: 022-0051-021-000)
 - This property was later removed from the Committee’s purview because the District entered into a potential land swap with Southgate Recreation & Park District.

The Committee met on June 25, 2024, September 16, 2024, October 22, 2024, and November 14, 2024, and allowed for public comment and input at each meeting. During these meetings, District staff and consultants presented information regarding the District’s enrollment analysis, projected enrollment trends, facilities, and real property considerations.

Committee Findings and Recommendations:

Based upon the information presented to the 7-11 District Advisory Committee, including public input received, the following findings and recommendations are presented to the Board with regard to each of the below properties.

C.P. Huntington Elementary

The Committee finds that C.P. Huntington Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property to a residential housing developer who would include a useful greenspace, such as a neighborhood park for community use, in a property design that would respect the residential feel of the existing neighborhood.

Florin Adult Education Technology Center (“Florin Tech”)

The Committee finds that Florin Tech is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property in a manner that fits the property’s current commercial zoning designation.

Fruit Ridge Elementary

The Committee finds that Fruit Ridge Elementary still may be used for school purposes in the future and does not recommend the property for surplus at this time.

Maple Elementary

The Committee finds that Maple Elementary is no longer needed by the District for school purposes and thus can be declared surplus. As such, the Committee recommends that the District sell the property. The Committee also recommends that the District consider selling the property

as a possible neighborhood center, with park access, with preference given to La Familia Counseling Center, Inc. who has been operating the property as such since 2015. La Familia also recently received a large Federal grant to transform the property into a Resiliency Center for the surrounding community.

We, the members of the Committee, appreciate the opportunity to serve the Board in this important activity. We hope this report will assist the Board with its decisions regarding the District.

Respectfully submitted,
Sacramento City Unified School District 7-11 Advisory Committee (2024)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.9

Meeting Date: May 15, 2025

Subject: Approve Process for Hiring Real Estate Consultant

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

Division: Facility Support Services

Recommendation: The Superintendent is recommending the board provide direction for staff to solicit proposals for real estate services to assist in analyzing potential uses, development, and/or sale of District surplus property.

Background/Rationale: The district Board of Education voted to surplus certain properties at the board meeting on May 15, 2025. The next steps for this process is to:

1. Establish a budget for real estate services as needed
2. Seek input from the Board of Education on expectations for surplus properties
3. Process a Request for Proposals for real estate work
4. Continuous update to the Board on progress of the work and collect feedback.

At the end of the process, each property proposal will be brought to the Board at a later date for action.

A sample Request for Proposals has been attached hereto for reference.

Financial Considerations: ~\$1 Million, General Fund; will be reimbursement from any potential property proceeds.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- Sample Request for Proposals for Real Estate Asset Management Services and Real Estate Brokerage Services

Estimated Time of Presentation: 5 minutes

Submitted by: Chris Ralston, Assistant Superintendent, Facility Support Services

Approved by: Janea Marking, Chief Business and Operations Officer
Lisa Allen, Superintendent

Request For Proposals
For
Real Estate Asset Management Services and
Real Estate Brokerage Services

Sacramento City Unified School District
Sacramento, California

[DATE], 2025

Issued By:

Sacramento City Unified School District
5735 47th Avenue,
Sacramento CA 95824

REQUEST FOR PROPOSALS

Sacramento City Unified School District
5735 47th Avenue,
Sacramento CA 95824

[DATE], 2025

REQUEST FOR PROPOSALS SACRAMENTO CITY UNIFIED SCHOOL DISTRICT REAL ESTATE ASSET MANAGEMENT AND BROKERAGE SERVICES

The Sacramento City Unified School District invites proposals from qualified licensed real estate brokerage entities, partnerships, corporations, associations, or professional organizations to provide asset management services and real estate brokerage services for certain real property consisting of [ADDRESSES] ("Sites"). See attached depiction of the Sites.

Interested entities are invited to submit their proposals in a sealed envelope enclosing five bound copies of submittals and email an electronic pdf copy of the requested materials as further described herein to the District's administrative office at:

[NAME], [POSITION]

Sacramento City Unified School District
5735 47th Avenue,
Sacramento CA 95824
Telephone: (916) 643-7400
Email: [EMAIL]

All Responses are due by: [DATE] at [TIME]

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED

If you have questions regarding this Request for Proposals ("RFP"), please submit in writing via email on or before [TIME], [DATE], to [NAME], [POSITION], by email at: [EMAIL]. All correspondence regarding the RFP process must be in writing via e-mail and shall be made available to all proposers. No verbal questions will be answered. Except as described herein, proposers are not to contact District staff or members of the District's Governing Board about this RFP or the selection process. Responses to questions will be posted on the district website no later than [DATE] at [TIME] at [WEBSITE].

This is a request for proposals and is not an offer by the Sacramento City Unified School District to contract with any party responding to this RFP. The Sacramento City Unified School District reserves the right to reject all proposals and issue a new request for proposals or withdraw this RFP at any time.

Sincerely,

[NAME]

[POSITION]

Sacramento City Unified School District

SAMPLE

1. Introduction, Objective and Background

The Sacramento City Unified School District is requesting proposals from licensed real estate brokerage entities or individuals to assist with the analysis of potential uses and development of the Sites, and to provide listing and sale/lease services related to the potential sale/lease of the Sites. The District has not at this time made any decisions concerning the potential development and uses of the Sites, but it is the intent of this RFP to select an entity that can investigate these potential uses and, should the District's Governing Board so choose, ultimately to list and sell or lease the Sites. In addition to traditional housing development, one potential use of the Sites is for District workforce housing and entities with such experience are encouraged to list their qualifications and relevant experience in their proposals. The successful entity should also provide a full range of real estate brokerage services related to the sale or lease of the Sites. Expertise in representing public sector clients, specifically including public school districts, and familiarity with the rules and regulations of local agencies and the California Education and Government Codes related to the sale or lease of surplus real property is essential.

Commented [LR1]: Delete if not applicable.

The background of the Sites is as follows:

[INSERT SITE INFORMATION]

2. Proposal Outcomes

The selected entity will be required to sign a fee agreement prepared by the District and may also be required to sign a listing/broker agreement with the District that is acceptable to the District.

3. Limitations

This RFP is not a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to award a contract or to reimburse any proposer for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to: reject any or all proposals submitted, choose any combination of proposals, interview any, all, or none of the proposers, negotiate with any proposer, extend the deadline to submit a proposal, or amend or cancel in part or in its entirety this RFP. All documents submitted in response to this RFP shall remain the property of the District and may be subject to disclosure under the California Public Records Act.

4. Proposal Requirements (review 4.8 for Listing Agreement and Commission)

Proposers shall respond to each item noted below, within the specific format described. Please be concise in your responses and limit responses to relevant information.

4.1 Cover Letter and Letter of Interest

Maximum of two pages. Must include name of the proposing entity, address, telephone number, fax number, e-mail address, name of principal to contact, California real

estate license(s) and other professional licenses, if any, and professional designations and affiliations. The letter must be signed by a representative of the proposing entity with authorization to bind the entity by contract.

4.2 Executive Summary

The Executive Summary should provide a summary of the key features of the qualifications of the Proposer and its experience in California public school site sales and leases, workforce housing development (if any), due diligence review, feasibility studies, governmental approvals, land use planning, and development, listing and selling or leasing surplus public property including surplus public school property and marketing strategy to list and sell or lease the Site.

4.3 Organization, Credentials and Background

Provide a brief history of the entity, submittal to include:

- Number of years in business
- Location of office which will perform the work
- List of basic services provided
- List of additional services provided by entity

4.4 Relevant Experience

Proposer should provide a list of engagements involving relevant school district surplus site development and disposition, planning for and/or development of workforce housing, due diligence investigation, and development feasibility studies. Proposer should also provide a list of relevant California school district surplus property listing and sales and lease transactions. Please include the following information:

- Project name(s) and location(s)
- Year complete and current status
- Client/District name
- Project revenue and/or cost to the public agency
- Project description

4.5 Project Team

Identify the following key team members and provide their qualifications:

- Principal-in-charge
- Project manager/supervisor and key participants, with resumes
- Broker of record or licensed real estate broker(s)
- State and/or local agency advocates

- Any partners from outside your entity with whom you would propose to work

Personnel identified for these positions are expected to be involved throughout the term of services and may not be changed without the approval of the District. The proposer should identify any proposed consultants who will provide services and include resumes for each such person or entity.

4.6 Client Satisfaction and References

Provide responses to the following questions:

- Has your entity ever been terminated or replaced by another entity during any school district related project?
- Has your entity or personnel ever been the subject of a disciplinary proceeding by the California Contractors State License Board or the California Department of Real Estate or any other California licensing authority? Please explain in detail the nature and outcome of the proceeding.
- Has the real estate license of your entity or personnel ever been suspended or revoked? Please explain in the detail the nature and outcome of any suspension or revocation.
- Has your entity or personnel ever been involved in a lawsuit related to services provided by your entity or personnel? Please explain in detail.
- Provide a list of at least five (5) educational client references for whom your entity has provided similar services to those described in this RFP. For each client provide the following information:
 - School district name and address
 - Contact name and phone number
 - Projects or services performed for district if not already included in response to 4.4
 - Date project or services were completed

4.7 Financial Stability

Proposer is to provide a statement of the proposer's financial ability. Additionally, the proposal should include answers to the following inquiries:

- Is the proposer a subsidiary of, or affiliated with, any other corporation, corporations, partnerships or firms? If so, please specify. If the proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance of the subsidiary.
- Has the proposer or its officers, principal members, shareholders or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties been adjudged bankrupt, either voluntarily or

involuntarily, within the past ten years? If so, please explain the circumstances.

- Is there any pending litigation against the entity or its officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties, other than minor personal injury suits involving claims under \$100,000.00? If so, please explain the nature of the litigation and its procedural status.

4.8 Fee Structure

The proposed fee structure shall state any fees and costs the District may anticipate relating to the Scope of Work, and if structured as hourly fee work, the names and hourly rate of each person providing the services. In relation to the potential sale or lease of the site, the proposal must also include the proposed listing agreement, the amount of the commission, the structure and payment of the commission, and any fees and costs the District may anticipate paying that is not included within the commission.

4.9 Proof of Insurance

The intent of the required insurance is to protect the District from any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the successful proposer or its agents and consultants while performing services for the District. The successful proposer will be required to provide proof of insurance coverage, and such insurance coverage shall be maintained in full force and effect during the term of the listing agreement, as follows:

- Commercial General Liability: Limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate. District shall be included as additional insured on the CGL on a Primary, Non-Contributory basis.
- Automobile Liability: Limits of \$1,000,000 each accident for owned, hired and borrowed and non-owned motor vehicles. District shall be included as additional borrowed and non-owned motor vehicles. District shall be included as additional insured on the auto policy on a primary, non-contributory basis.
- Professional Errors and Omissions Insurance \$1,000,000 per occurrence or claim, \$1,000,000 aggregate for the professional acts of the successful proposer performed under the listing agreement with the District. Coverage shall remain in effect for two years following the closed escrow.
- All insurance required under this section shall contain a waiver of subrogation if available.

The District in its discretion may waive or modify the above insurance requirements.

4.10 Certification of Proposer

Proposer must provide a certification under penalty of perjury under the laws of the State of California that all the information provided in the Proposal is true and correct.

5. MINIMUM REQUIREMENTS

Proposers must have a minimum of ten (10) years of experience in providing asset management and real estate services of the type described herein, of which a minimum of five (5) years must be for public sector clients.

6. SCOPE OF WORK

The successful proposer shall be responsible for providing asset management and real estate brokerage services related to the evaluation of the Sites and the possible sale or lease of all or a portion of the Sites. The services will include, but not be limited to:

- Identification and analysis of potential disposition and development possibilities for the Sites.
- Provide a monthly status report to the assigned staff contact related to the investigation of potential development and uses of the Sites.
- Once District has decided on the use of the Sites, provide a monthly status report to the assigned staff contact about current/new efforts/contacts/leads and other developments concerning the use, sale or lease of the Sites.
- Should the District elect to pursue workforce housing on the Site(s), provide advice and representation to District in relation to the same.
- Consult with assigned staff regarding services provided and conduct presentations regarding services to District's Board of Trustees.
- Coordinate with District legal counsel and consultants as necessary.
- Handle all other customary activities and services associated with real estate brokerage services.

7. Schedule: Selection Process and Award; Protests

7.1 Schedule

The District currently anticipates making a selection by [DATE], though additional time may be required. Proposers may be asked to interview with District Board and/or staff.

Deadline for Submittals: [DATE]

7.2 Selection Process and Award

The District will determine the successful proposer based on overall responsiveness to this RFP, demonstrated competence and professional qualifications to provide the required services and the proposed fee structure for performing the Scope of Work as provided in this RFP.

The District may elect to interview the proposers to assist in its selection process.

The District's Governing Board reserves the right to select more than one (1) proposer in the event that multiple proposers may be open to partnering.

SAMPLE

Depiction of Sites

4904-6700-0892, v. 1

SAMPLE

{SR756213}